



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
d/b/a CAREERSOURCE SOUTH FLORIDA**

**REQUEST FOR PROPOSAL (RFP)**

**FOR**

**UNIFORMED UNARMED SECURITY SERVICES**

**(July 1, 2019 to June 30, 2020)**

**Release Date: March 18, 2019**

**All proposals shall be submitted by 3:00 p.m. E.T., April 18, 2019 at  
South Florida Workforce Investment Board Headquarters,  
7300 Corporate Center Drive, Suite 500, Reception Desk,  
Miami, Florida 33126**

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## PART I INVITATION

### A. South Florida Workforce Investment Board (SFWIB) Background

The South Florida Workforce Investment Board d/b/a CareerSource South Florida (SFWIB, CareerSource, or Board), Local Workforce Development Board (LWDB) Local Workforce Development Area (LWDA) 23 (Miami-Dade and Monroe Counties), is one of 24 LWDBs in the State of Florida. Through its network of CareerSource centers located across Miami-Dade and Monroe Counties, the SFWIB serves businesses, job seekers, adults, youth, dislocated workers, refugees and individuals transitioning from welfare to work.

The SFWIB is a governmental agency and instrumentality of both Miami-Dade and Monroe Counties, eligible to exclude income under Section 115 of the U.S. Internal Revenue Code. The Board is composed of volunteers who represent local private sector businesses, educational institutions, economic development agencies, labor organizations, veterans' interests, community-based organizations, and state and local government agencies. The Board conducts its business in accordance with federal and state laws, the Interlocal Agreement that created the SFWIB for LWDA 23 of the State of Florida, and the SFWIB's the by-laws and approved policies.

Additional information regarding the Board, its members, and approved policies is located on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)).

### B. RFP Purpose

As described in this Request for Proposals (RFP), the SFWIB is seeking the services of a Security Company licensed in the state of Florida to provide **uniformed unarmed security services** at centers located across Miami-Dade County. Responses should illustrate experience in providing security services. The best-qualified firm will be determined upon review of the responses submitted, which will also be the basis for negotiating a contract.

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## PART II CALENDAR AND PROCESS

If your company is interested in providing a proposal, please read the following information carefully and submit the proposal as directed herein no later than the proposal due date listed below:

### A. Solicitation Timetable

RFP Events	Date	Time
Public Notice	March 15, 2019	N/A
Solicitation Release Date	March 18, 2019	N/A
Deadline for Request for Clarification Inquiries	March 29, 2019	5:00 p.m.
Offerors' Conference	April 8, 2019	3:00 p.m.
Deadline for Receipt of Proposals	April 18, 2019	3:00 p.m.
Public Review Forum	April 23, 2019	2:30 p.m.
Award Date on or about	May 20, 2019	N/A
Delivery Date	July 1, 2019	N/A

The SFWIB, in its sole discretion, may change the schedule provided in the solicitation timetable, without further notice. Thus, the respondent must routinely check the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) for amendments to the schedule.

### B. Method of Solicitation

In an effort to assure the greatest degree of open competition and obtain the best technical responses and services at the best possible price, a RFP is being used as the method of solicitation.

Notice of the RFP will be published in the LWDA's major newspapers and also be distributed via e-mail to agencies on the SFWIB's Vendor List. Upon its release, the RFP and all accompanying attachments will be published on the SFWIB's website.

### C. Cone of Silence

All Respondents to this RFP are subject to the "Cone of Silence," which applies to solicitations and prohibits ex parte communications. Specifically, the "Cone of Silence" prohibits communications regarding this solicitation between a current or potential contractor and any SFWIB member, SFWIB staff person, or any other person serving as a selection committee member during this solicitation process. Respondents directly contacting Board members, staff, or selection committee members risk immediate elimination of their proposal.

### D. Request for Clarification

Respondents shall submit via e-mail all questions regarding the clarification of any requirement or procedure to the SFWIB's liaison, Teresa Serrano at [teresa.serrano@careersourcesfl.com](mailto:teresa.serrano@careersourcesfl.com) not later than the deadline indicated in the RFP timetable.

**Oral requests for clarification shall not be accepted.** The SFWIB reserves the right to reject any or all requests for clarification, in whole or in part. All written requests for clarification accepted by the SFWIB, along with corresponding responses, will be posted on the SFWIB's website at [www.careersourcesfl.com](http://www.careersourcesfl.com) under this RFP's Q&A.

## **E. Offerors' Conference**

An Offerors' Conference will be held to afford Respondents an opportunity to communicate questions and/or concerns relevant to the RFP. Although attendance is not required, all potential Respondents are strongly encouraged to attend. The conference is scheduled as indicated in the RFP timetable at the SFWIB Headquarters, 7300 Corporate Center Drive, (NW 19 Street), 5<sup>th</sup> Floor, Miami, Florida 33126, in Conference Room 2.

Except for information provided at the Offerors' Conference, the SFWIB's staff is prohibited from communicating with Respondents. Note that oral answers during the conference will not be binding on the SFWIB. Clarifications or modifications to the RFP shall only be made by written addenda to the RFP.

Answers to relevant questions during the conference will be posted on the SFWIB's website ([www.careersourcesfl.com](http://www.careersourcesfl.com)) under RFP Q&A.

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### PART III GENERAL SPECIFICATIONS

The Respondent(s) selected to provide the services specified below assures the SFWIB that the services (i) will be performed in a good workmanlike and professional manner, (ii) shall conform to generally prevailing industry standards and practices, and (iii) shall conform to SFWIB's expressed qualifications and attributes for any given assignment.

The selected Respondent(s) will enter into an agreement with the SFWIB effective July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one (1) year periods, in the SFWIB's sole discretion.

#### **A. Definitions:**

Bidder or Respondent are interchangeable terms, and mean any company, business, firm, agency, etc., that submits a proposal in writing to the SFWIB in response to this RFP.

Center or Facility are interchangeable terms, and mean the physical location(s) where services will be performed.

Emergency means any event that can: (1) cause death or significant injuries to employees, customers or the public; or (2) shut down or disrupt operations; or (3) cause physical or environmental damage or threaten the Center's financial standing or public image; or (4) require immediate assistance from law enforcement, fire department or paramedic assistance is necessary to protect life or property

#### **B. Services Solicited Under this RFP**

The SFWIB is seeking to establish a contract for uniformed unarmed security services including but not limited to the following:

The selected Contractor shall:

- Provide daily security services at SFWIB's Center(s) Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding all County observed holidays.
- For the purposes of this service, a standard operating day has the equivalent of eight (8) working hours. Security guard coverage is not expected during the remaining one (1) hour which is broken down in one (1) 15 minute mid-morning break, one (1) 30 minutes mid-day break, and one (1) 15 minute mid-afternoon break.
- Provide appropriate supervision of Contractor staff during the hours Contractor staff is assigned to work.
- Ensure monitoring is provided at all entrances and exits of the Centers during all shifts worked by Contractor's staff.
- Provide a constant presence and perform regular patrols (at a minimum every 3 hours) of the Center including, but not limited to, public areas, restrooms, break rooms, and parking lots, if applicable.
- Monitor all CareerSource property to prevent damage and unauthorized removal of property.
- Monitor the entry and exit of all employees and visitors to the Center.
- Assist the Center in managing the admission process for customers and visitors during high volume periods, onsite job fairs, and other special events to maintain safe and orderly access to the Center during operating hours.
- Provide assistance, directions, and answer questions for customers and visitors to the Center.
- Identify and immediately advise the Center director of any hazards, safety violations or other conditions that may present an unsafe condition at the Center.

- In case of an Emergency, and under the direction of the Center director, assist with providing Emergency services, which include, but are not limited to:
  - Evacuation of the Center
  - Removal of a disruptive element (i.e. disgruntled employee or visitor);
  - If a member of Contractor’s staff is uncertain whether an Emergency exists, in an abundance of caution, they should assume it is an Emergency and dial 911.
- Ensure staff:
  - Is equipped with uniform(s) provided by the Contractor
  - Maintains a professional demeanor at all times
  - Develops and maintains professional relations with employees and visitors and ensures professional courtesy to everyone
  - Refrains from making personal calls while on duty
  - Guards the Center(s) with reasonable skill, knowledge, and expertise
  - Are trained in handling security and Emergency situations, and the SFWIB’s policies and procedures for incident reporting
  - Determines whether the situation is an Emergency or a non-emergency before staff dialing 911.

**C. Service Locations**

The services set forth herein shall be provided at the following CareerSource Centers:

<b>Carol City center</b> 4888 NW 183 Street Suite 201-206 Miami, FL 33055	<b>North Miami Beach center</b> 801 NE 167 <sup>th</sup> Street North Miami Beach, FL 33162	<b>Opa Locka center</b> 780 Fisherman Street Suite 110 Opa Locka, FL 33054	<b>Northside center</b> 7900 NW 27 <sup>th</sup> Avenue Suite 200 Miami, FL 33147
<b>Homestead center</b> 28951 S. Dixie Highway Homestead, FL 33033	<b>Perrine center</b> 18901 SW 106 Avenue Suite 218 Miami, FL 33157		

Respondents interested in having a tour of any CareerSource Center must contact the Center Director of each site to schedule an appointment. Please visit the SFWIB’s website [www.careersourcesfl.com](http://www.careersourcesfl.com) for contact information.

**CareerSource Center hours of operation:**

Monday through Friday, from 8:00 a.m. to 5:00 p.m., excluding all County observed holidays.

**D. Available Funding**

Funding for the services solicited under this RFP is contingent upon Board approval of the SFWIB’s PY 2019-20 annual budget.



## PART IV TERMS AND CONDITIONS

The issuance of this RFP does not commit the SFWIB to pay any costs incurred by the Respondent in preparation of and response to this solicitation. The SFWIB reserves the right to review, evaluate, or inspect, at any time, the qualifications or the product offered by the Respondent(s) to meet the RFP's requirements.

1. Delivery of services is required to begin on **July 1, 2019**.
2. Respondents must submit responses as indicated in the Proposal Format & Submission of this RFP.
3. Proposals will be opened in the presence of the Respondent's representative(s) who choose to attend the Public Review Forum. Late proposals shall not be accepted.
4. Companies are not under any obligation to respond. If a proposal is late (i.e. not received within the specified deadline), the SFWIB shall consider this action as non-responsive.
5. Bidder's organization must be fully registered as a vendor with Miami-Dade County and/or the State of Florida prior to being awarded a contract. Vendors are encouraged to check Miami-Dade County's website at [www.miamidade.gov/procurement/vendor-registration.asp](http://www.miamidade.gov/procurement/vendor-registration.asp) and the State of Florida's website at <https://vendor.myfloridamarketplace.com/vms-web/spring/login?execution=e4s1>.
6. The SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in its best interest.
7. Where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. "Related parties" shall mean the Bidder or the principals thereof which have direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be deemed collusive. Proposals found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsive, and may be suspended or debarred, and any contract resulting from collusive proposing may be terminated for default.
8. Any individual, corporation or other entity that attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation, or material misstatement(s), may be debarred for up to five (5) years. The SFWIB as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.
9. The SFWIB may conduct a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this solicitation.
10. Bidders are hereby notified that after opening of proposals and in compliance with Chapter 119 of the Florida Statutes, the "Public Records Law," all information submitted as part of, or in support of proposal submittals will be available for public inspection. The Bidder shall not submit any information in response to this RFP, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the SFWIB in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder.
11. This RFP does not establish an exclusive arrangement or employment between the SFWIB and the Respondent(s).

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## PART V PROPOSAL FORMAT & SUBMISSION

The Respondent(s) must meet all requirements under this RFP in order to be considered. After opening the proposals, and upon selection of the Bidder, for verification purposes, the SFWIB may require additional information to satisfy the RFP's requirements. Failure to provide additional required verification within twenty-four (24) hours from the request may result in the vendor being deemed non-responsive.

### A. Format, Content and Organization

All proposal responses must be typed in 12 point pitch Arial font style. Narrative responses to each proposal requirement must be clearly explained.

All proposal packages must be assembled in the following format:

1. Vendor Data Form (**Attachment A**)
2. Vendor Questionnaire (**Attachment B**)
3. Experience/Capability
4. Work Plan
5. Checklist For Submitting Operational Documents (**Attachment D**)
6. Operational Documents

### B. Proposal Submission Guidelines

Three (3) sets of sealed proposals are required to be submitted via **regular mail or hand delivery** to the SFWIB Headquarters: CareerSource South Florida, 7300 Corporate Center Drive, Reception Desk, Suite 500, Miami, Florida, 33126 not later than the deadline indicated in the RFP timetable. The SFWIB shall not accept any modifications to any submitted proposal package after the submission deadline. **Any proposal package arriving after the deadline will not be accepted by the SFWIB and will be returned, unread, to the sender. No proposal package will be accepted via electronic mail or facsimile.**

The Proposal Form must be legible. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.

All proposals must be signed in the places indicated in this RFP by the individual authorized to bind the Bidder. **FAILURE TO SIGN ANY FORM WHICH PERTAINS TO THIS RFP SHALL RENDER THE PROPOSAL NON-RESPONSIVE.**

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## PART VI EVALUATION AND SELECTION

The SFWIB will conduct a review of all proposals received by the deadline. Proposals will be evaluated first to determine if all information required by the RFP is complete. Incomplete proposals or those not satisfactorily addressing each requirement of the RFP may be disqualified as non-responsive. During the evaluation process, the SFWIB may or may not consider additional information submitted with proposals.

The evaluation process will be conducted in a thorough and impartial manner at a publicly noticed selection committee meeting (Public Review Forum) held in accordance with the Florida Public Meetings Law, scheduled at the SFWIB Headquarters: 7300 Corporate Center Drive, (NW 19 Street), 5<sup>th</sup> Floor, conference room 2, Miami, Florida 33126. Respondents are encouraged to attend the Public Review Forum.

### A. Criteria for Proposal Review

The table below displays the maximum points the Respondent may earn per proposal component.

Experience/Capabilities	25 points
Past Performance	35 points
Work Plan	30 points
Pricing structure	10 points
TOTAL SCORE	100

The SFWIB may reject any and all responses or portions thereof. The SFWIB may withdraw this solicitation or any portion thereof at any time without prior notice. The SFWIB is not responsible for any costs incurred for responses to this solicitation, including but not limited to the costs incurred in preparing the proposal responding to this solicitation.

### B. Experience/Capabilities

Respondent must provide the following as part of its proposal:

- a. Indicate how long your organization has been providing the service described in this RFP.
- b. Provide detailed information about the types of employers your organization has served in the past and is currently serving, the size of the facility, number of sites, number of staff assigned per site, etc.
- c. Provide start and completion dates of projects/contracts successfully completed. Also include the name(s), address(es), and phone number(s) of the responsible official(s) of the employer(s) who may be contacted.

### C. Key Personnel

Proposal must indicate the competence of personnel whom the Respondent intends to assign to the project.

Respondent must provide the following as part of its proposal:

- a. The identity of staff expected to be assigned to the project.
- b. For each of the staff members identified for this project, a resume of each individual's experience and tenure with Respondent's organization.

#### **D. Past Performance References**

Respondent must provide the following as part of its proposal:

A minimum of three (3) references from prior or current clients, including a contact name, title, address(es) and phone number of the responsible official(s) who may be contacted at each reference.

These references must be responsive to the SFWIB when contacted for reference check. References who fail to respond to the SFWIB will reduce the score of the Respondent. The Respondent's decision to provide additional references does not obligate the SFWIB to consider or contact those references.

#### **E. Work Plan**

Respondent must provide the following as part of its proposal:

- a. Implementation - Describe how you plan to provide service(s) without disrupting the current service level(s). **If Respondent is current Contractor, so indicate and provide an implementation plan from current contract to the anticipated new contract.**
- b. Contingency plan - Describe your plan to provide the service(s) in the event of unforeseen circumstance (i.e. staff no show, staff abandons assignment, etc.).

#### **F. Contract Award**

The SFWIB is not obligated in any way by the Respondent's response to this RFP. The award of a contract shall be based on evaluation criteria established in this RFP and described in the Proposal Evaluation and Selection section of this Solicitation.

- a. All proposal packages will be opened. However, prices will only be evaluated from those proposals meeting the minimum point threshold.
- b. Only those proposals receiving a score of 60 points or more of the total maximum possible score will be considered for award. The SFWIB will re-issue the RFP if no proposal receives a minimum score of 60 points.

Final award of a contract will be contingent upon:

- a. Contractor's acceptance of the contract terms and conditions; and
- b. Review of proposals for responsiveness and substance.

**The SFWIB may, in its sole discretion, make awards of more than (1) responsive/responsible Respondents.**

#### **G. Appeal Process**

Respondents will be advised of the SFWIB's appeal process at the **Public Review Forum**.

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## PART VII CONTRACTUAL SPECIFICATIONS

### A. Indemnification

**For Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby the Respondent shall not be held liable to pay a personal injury or property claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Respondent arising out of the same incident or occurrence, exceed the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or cause of action which may arise as a result of the negligence of the Respondent or the Respondent's officers, employees, servants, agents, partners, principals, or subcontractors.

**All Entities Which are Not Florida Governmental Entities:** The Respondent shall indemnify and hold harmless the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, servants, agents, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the Respondent or the Respondent's officers, employees, agents, servants, partners, principals or subcontractors. The Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Respondent expressly understands and agrees that any insurance policies required by the Contract or otherwise provided by the Respondent shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.

**Term of Indemnification:** The provisions of this indemnification shall survive the expiration, termination, or cancellation of the contract and shall terminate upon the expiration of the applicable statute of limitation.

### B. Clean Air Act And Federal Water Pollution Control Act

The Respondent agrees that if this Contract is for more than \$150,000.00, Respondent shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C. 7401 et seq.), and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

### C. Compliance With Energy Efficiency Provision

The Respondent shall comply with the mandatory standards and policies relating to energy efficiency, which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

#### D. Employment Eligibility Verification

Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:

- Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract; and,
- Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

**E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required E-Verify Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify.

**The Department of Homeland Security's E-Verify system can be found at:**

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify system prior to hiring any new employee** after the effective date of this Contract.

#### E. Current Year Corporate Registration

A copy of the current year corporate registration certificate or current year permit/license issued by the Division of Licensing Department of State, State of Florida is required by the SFWIB to be submitted with the proposal to ensure that the Respondent is currently active and approved to do business in the State of Florida.

#### F. Corporate/Board Resolution /LLC Affidavit

- **Corporate/Board Resolution** shall identify, by name and title (President or Vice President), the individual(s) authorized by the Respondent's Board of Directors to enter into a contract in the name and on the behalf of the Respondent's **Organization** with the SFWIB.

or

- **Limited Liability Companies** shall complete and submit a notarized LLC Affidavit (A134 – Affidavit of Member of Florida LLC **or** A135 – Affidavit of Member of Non-Florida LLC) as applicable.

#### G. Insurance Requirements

1. The successful Respondent(s) shall provide the SFWIB, prior to the execution of the contract, Certificates of Insurance or written verification (binders) required under this section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below.
2. Commercial General Liability Insurance-\$1,000,000.00 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the **certificate holder** and also be named as **an additional party insured** with respect to this coverage.

3. Workers' Compensation Insurance coverage shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440, Florida Statutes.
4. Workers' Unemployment Compensation/Re-employment Assistance Insurance (RAI) shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws. Submit the following documents:
  - A copy of **the two most recent RT-6 reports, (or RT-29 if applicable)**, submitted to the State of Florida.

**Proof that RAI taxes were paid to the State of Florida:**

- Tax summary page or tax impound pages from your P.E.O., or
- Bank statements showing payments/electronic funds transfers to the State, or
- Copies of canceled checks

**Successful Respondent(s) must ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.**

5. All insurance certificates and policies secured by the successful Respondent(s) shall be issued by companies authorized to perform such functions under the laws of the State of Florida.
6. All insurance certificates must list the SFWIB as "Certificate Holder" in the following manner:

South Florida Workforce Investment Board  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

7. The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with the contract remain in force for the duration of the effective term of the contract. If insurance certificates are scheduled to expire during the effective term, the Contractor shall submit new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may immediately suspend the contract until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided, however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate the contract without further notice.

## **H. Overtime**

Overtime may be billed by the Contractor only if the overtime hours were previously approved in writing by the SFWIB and after the assigned employee has worked forty (40) hours in a calendar week.

## I. Level 2 Background Screening Requirement

The SFWIB requires, and Contractor agrees, to comply with all applicable federal, state and/or local laws, regulations and ordinances regarding background screening of employees, volunteers and subcontracted personnel. The Contractor's failure to comply with any applicable federal, state and/or local laws, regulations, ordinances or Miami-Dade County resolutions, and the SFWIB's requirements set forth herein and in the SFWIB's Policy and Procedure (collectively referred to as "Laws" for purposes of this Section) regarding background screening of employees, volunteers and subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.

Laws include, but are not limited to the National Child Protection Act (NCPA) of 1993, as amended, and as implemented by sections 943.0542 and 984.01(2), Florida Statutes, and Chapters 39, 402, 409, 394, 407, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time. The Contractor agrees to perform background screening through the Florida Department of Law Enforcement (FDLE), Volunteer & Employee Criminal History System (VECHS) program.

1. The SFWIB requires and Contractor agrees that the Contractor's current and prospective employees, volunteers and subcontracted personnel must complete a **Level 2** background screening, and be eligible for employment with any SFWIB-funded program as set forth herein, **prior** to working, volunteering or doing any work for Contractor related to this Contract and the work set forth in the **Statement of Work**. No later than ten (10) business days **prior** to employment, volunteerism, or performance of any work for any SFWIB-funded program, the Contractor shall furnish the SFWIB with an **Affirmation/Acknowledgement Form, Attachment J**, which confirms the background screening was completed for all employees, volunteers and subcontracted personnel who will be working for the Contractor on this Contract and that they are eligible for employment, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.
2. The **Level 2** background screening shall include fingerprinting for statewide criminal history records checks through FDLE and nationwide criminal history records checks through the Federal Bureau of Investigation (FBI), and may include local criminal records checks through local law enforcement agencies. To obtain fingerprint based background checks, the Contractor must apply to FDLE and be qualified to access records provided by FDLE and the FBI, through VECHS. The Contractor shall notify the SFWIB that it has either obtained or not obtained the approval from FDLE within thirty (30) days of Contract award. The Contractor shall also notify the SFWIB if the Contractor is prohibited from disclosing the background screening records of employees, volunteers and subcontracted personnel to the SFWIB. The SFWIB reserves the right to perform background screening of the Contractor's staff assigned to the SFWIB's CareerSource center(s) at the Contractor's expense. The Contractor shall reimburse the SFWIB for any expense resulting from background screening of staff by the SFWIB as set forth herein. Such reimbursement shall be deducted from any payments due to the Contractor.
3. The Contractor shall not hire persons that may have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to any offense in Chapter 414, Florida Statutes, relating to public assistance fraud or Chapter 443, Florida Statutes, relating to unemployment compensation fraud, or any offense that constitutes domestic violence as defined in section 741.28, Florida Statutes, whether such act was committed in this state or in another jurisdiction.
4. The Contractor shall not hire persons that have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under the provisions of section 435.04, Florida Statutes,



or similar law of another jurisdictions relating to the same offenses.

5. The Contractor shall make the decision to hire or assign to the SFWIB's funded program(s) persons with criminal history information unrelated to theft, fraud, or financial crime, on a case-by-case basis, where the background screening for the Contractor's current and prospective employee, volunteer, and subcontracted personnel, is not expressly prohibited by section 435.04, Florida Statutes, or other applicable law. A Contractor's decision to hire or assign an individual to the SFWIB's funded program(s) does not guarantee the SFWIB will grant the Contractor's current and prospective employees, volunteers and subcontracted personnel with access to any SFWIB funded program, Career Center, Access Point, Tech Hire Center, Information Technology system, or program files.
6. The Contractor must submit an **Affirmation/Acknowledgement Form**, along with the background screening results to SFWIB's Quality Assurance Supervisor no later than ten (10) business days prior to employment, volunteerism, or performance of any work for any SFWIB-funded program. The background information will be reviewed by SFWIB and a decision on whether or not access will be granted shall be made within ten (10) business days of receipt of the Affirmation/Acknowledgement Form.
7. The Contractor must ensure that each current employee, volunteer, or subcontracted personnel working in any SFWIB-funded program provides an **Affidavit of Good Moral Character, Attachment K**, subject to penalty of perjury, declaring compliance with the qualification requirements for employment pursuant to Chapter 435, Florida Statutes, and agreeing to inform the employer immediately if arrested for any offense while employed by, volunteering for, or subcontracting for the employer.
8. Upon learning of the arrest of an employee, volunteer, or subcontracted personnel, the Contractor must notify the SFWIB of such arrest by the next business day. The Contractor will review the circumstances of the arrest. If the current employee, volunteer, or subcontracted personnel is subsequently found ineligible for employment based on criminal history information involving any of the allegations provided in Sections 3 or 4 above or as outlined in section 435.04, Florida Statutes, the Contractor shall immediately remove such employee, volunteer, or subcontracted personnel from working in or for any SFWIB-funded program, or having any direct or indirect access to any Center, access point, tech hire center, information technology system, or program files. Failure to notify the SFWIB, by the next business day, of learning of the arrest of an employee, volunteer, or subcontracted personnel is grounds for a material breach and termination of the Contract at the sole discretion of the SFWIB.
9. Even if applicable law would otherwise permit, as a provision of this Contract, the Contractor agrees not to hire any persons or permit any persons to begin work or to volunteer or to remain employed, volunteering, or performing any work for the Contractor related to this Contract and the work set forth in the **Statement of Work** without submitting the **Affirmation/Acknowledgement Form**.
10. If the Contractor fails to furnish the SFWIB with the **Affirmation/Acknowledgement Form**, the SFWIB may withhold further disbursement of funds and this Contract may be subject to immediate termination at the sole discretion of the SFWIB.
11. The Contractor shall take necessary precautions to safeguard the background screening records of employees, volunteers, and subcontracted personnel, the **Affirmation/Acknowledgement Form**, and **Affidavit of Good Moral Character**. Background screening results are exempt from public records and, therefore, must be maintained in a secured and access controlled area to ensure that the records are accessible only to those authorized to examine such records. The Contractor shall make all records available to the SFWIB in accordance with **Audit, Inspection and Access to Records**, of the Contract.

12. The **Level 2** background screening records shall be retained as required herein in accordance with **Records Retention**, of the Contract.
13. From the initial **Level 2 background screening** date, and **every five (5) years, and upon re-employment or employment in a new or different position**, until cessation of employment, volunteerism, or doing any work for the Contractor, the Contractor shall ensure each employee, volunteer and/or subcontractor that is retained from a previous contract period undergoes this background screening process.

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**PART VIII  
ATTACHMENTS**

**PY 2019-20 RFP FOR UNIFORMED UNARMED SECURITY SERVICES**

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**VENDOR DATA FORM**

Having carefully read and understood all sections of this RFP, I/we agree to provide all labor and materials as per specifications described in this RFP. I/we understand that the SFWIB reserves the right to modify or make no award if deemed by the SFWIB to be in the best interest of the SFWIB.

Please provide the information below:

<b>Company's Name</b>	
<b>Federal ID No.</b>	
<b>Mailing Address</b>	
<b>Telephone /Fax</b>	
<b>e-mail address</b>	
<b>Contact Person's name and Title</b>	
<b>Registered with Florida Department of State (Sunbiz.org)</b>	<b>Yes / No</b>
<b>Registered Vendor with Miami-Dade County and/or the State of Florida</b>	<b>Yes / No</b>

<b>Please specify – Corporation, Sole Proprietorship, For Profit, LLC, Community Based Organization, etc.</b>	
---	--

**AUTHORIZED AGENT'S SIGNATURE:** \_\_\_\_\_ **DATE** \_\_\_\_\_

**VENDOR QUESTIONNAIRE**

**INSTRUCTIONS**

All areas on this form must be completed

1. Has your company been in business since July 2006 providing the same type of service under the same business name? **YES** **NO**
  
2. In the past twelve months has your company provided similar service within the State of Florida? **YES** **NO**
  
3. **If your response to questions 1 and 2 is Yes**, complete all areas below. To ensure your references will openly discuss their contract with your organization with the SFWIB's staff, please contact said references before you submit your bid. References who fail to respond to the SFWIB will reduce the score of the Respondent agency.

	<b>Company Name</b>	<b>Name of Contact Person, telephone number <u>and e-mail</u></b>
1		
2		
3		

\_\_\_\_\_  
Business/Company Name

\_\_\_\_\_  
Name and Title of Authorized Agent/Representative

\_\_\_\_\_  
**AUTHORIZED AGENT'S SIGNATURE**

\_\_\_\_\_  
Date

**REQUIRED DOCUMENTATION DESCRIPTION  
PY' 19-20**

**(Use Blue Ink For Forms Requiring Completion)**

**1. Current Year Corporate Registration**

A copy of the current year corporate registration certificate or current year permit/license issued by the Division of Licensing Department of State, State of Florida is required by the SFWIB to insure that the Respondent is currently active and approved to do business in the State of Florida. **[Not applicable to Governmental Jurisdictions]**

**2. Code of Business Ethics Affidavit Complete and sign form.**

**3. Disclosure and Certification of Conflict of Interest in a Contract**

Complete and sign form. Ensure check marked and circled items are completed.

**4. Original W-9 - Request for Taxpayer Identification Number and Certification**

The **IRS Form W-9** is a request for taxpayer identification number and certification. If the organization has an IRS Certification of Tax Status, a copy must be provided to the SFWIB. If the organization does not have such certification, the organization must provide the SFWIB with a current copy of a completed W-9 form with its IRS identification number.

**5. Corporate/Board Resolution /LLC Affidavit:**

- **Corporate/Board Resolution** (Form Sample F-4) shall identify, by name and title (President or Vice President), the individual(s) authorized by the Respondent's Board of Directors to enter into a contract in the name and on the behalf of the Respondent's **Organization** with the SFWIB.

or

- **4 Limited Liability Companies** shall complete and submit a notarized LLC Affidavit (A134 – Affidavit of Member of Florida LLC or A135 – Affidavit of Member of Non-Florida LLC) as applicable.

**6. Insurance Requirements**

**Submit Proof of Current Insurances** that includes: Commercial General Liability, Worker's Compensation Insurance and Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI).

**The following Insurances shall be required by the SFWIB prior to the acceptance and execution of a contract:**

- a. **Governmental Entities:** The Contractor, as a self-insured governmental entity, shall provide to the SFWIB, a letter from the Contractor stating that the Contractor is self-insured and maintains an ongoing Self-Insurance Program as allowed under the Florida Statutes and that such self-insurance offers protection applicable to the Contractor's officers, employees, servants and agents while acting within the scope of their employment with the Contractor. The SFWIB shall not disburse any funds until the SFWIB is provided with the letter of self-insurance and the SFWIB has approved such document.
- b. **Non-Governmental Entities:** Contractors operating in the capacity of a community-based organization, a private non-profit organization, or a private for-profit organization, shall maintain the required insurance under the provisions specified and shall provide to the SFWIB proof of such insurance. The SFWIB shall not disburse any funds until the SFWIB is provided with the necessary Certificate of Insurance and the SFWIB has approved such document.

i. Commercial General Liability Insurance shall be:

- Secured on a comprehensive basis to include contingent liability in an amount that insures that the Contractor is protected against any suits.
- Secured in the following minimum amounts: \$1,000,000.00 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. **The SFWIB shall be named as an additional party insured with respect to this coverage. [Note: Ensure that the certificate of liability insurance names the SFWIB as the Certificate Holder.]**

ii. Worker's Compensation Insurance

Worker's Compensation Insurance shall be secured for each person employed or enrolled by the Contractor (including, but not limited to, insurance for participants enrolled in occupational skills training or employability skills training programs and projects. **Exception- in cases of participant work experience, the State of Florida covers worker's compensation for DEO-funded work experience programs administered pursuant to Chapter 445.009(11) FS.**) This insurance shall be secured in an amount that is consistent with Chapter 440, Florida Statutes. If Worker's Compensation Insurance cannot be secured for participants, an alternative insurance approved by the SFWIB must be secured.

iii. Worker's Re-employment Assistance (formerly Unemployment Compensation) Insurance (RAI)

Worker's **Re-employment Assistance** Insurance shall be secured for each person employed by the Contractor in a manner which is in accordance with Federal and State laws. **Submit the following documents:**

- A copy of the two most recent RT-6 reports, (or RT-29, if applicable), submitted to the State of Florida.

**Proof that RAI taxes were paid to the State of Florida:**

- Tax summary page or tax impound pages from your P.E.O., or
- Bank statements showing payments/electronic funds transfers to the State, or
- Copies of canceled checks

**Ensure that the amounts indicated in the proofs of payment match the amount totals of the RT-6/RT-29 reports.**

- For Contractors that shall be submitting reimbursement/justification packages during the fiscal year, the amount of the Fidelity Bond shall be secured in the amount of \$50,000, or one-fourth (1/4) of the total amount of the funds allocated to the contracted service provider for all the SFWIB programs that are operated by the Contractor, whichever is lower.
- The Certificate should also include a statement which names the **SFWIB as the Loss Payee for any claim involving the SFWIB's funds or as trustee of the bond or as an Additional Insured.**

c. **Submission of the Insurance to the SFWIB:**

- i. The Contractor shall insure that all insurance required under its contract **is secured prior to the effective period of performance of the contract.**

- ii. **All Policies and Certificates of = Insurance shall be in the possession of the SFWIB prior to the execution of the contract.** If the Contractor secures any of the insurance policies, which have effective dates that are subsequent to the beginning effective period of the contract, then **the beginning effective period shall be equal to the effective date of the latest insurance policy secured by the Contractor.**

No costs, which are allowable through the performance of the contract, shall be incurred prior to the determination of the effective period of performance of the contract. If such costs are incurred, they shall be the sole responsibility of the Contractor and shall not be reimbursed through WIOA, WT, RET or other funds awarded by the SFWIB.

- iii. All insurance policies secured by the Contractor shall be issued by companies authorized to do business in the State of Florida, with the following qualifications:

- The company must be rated not less than “B” as to management; and not less than Class “V” as to financial strength by the latest edition of Best’s Insurance Guide, published by A. M. Best Company, Inc., Oldwick, New Jersey, or its equivalent, subject to the approval of the SFWIB;

**or**

- The company shall hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized to do Business in Florida,” issued by the State of Florida Department of Insurance and shall be members of the Florida Guaranty Fund.

- iv. All Certificates of - Insurance submitted to the SFWIB shall provide the following information:

- The agency/individual /position that is insured/bonded;
- The amount of the - insurance policy;
- The beginning effective date of the policy and the expiration date of the policy;
- A statement, which insures that the SFWIB will be notified of any cancellation of the policy at least thirty (30) days prior to said cancellation; and
- A statement naming the **SFWIB as the Loss-Payee or the SFWIB shall be named as an additional party insured with respect to this coverage.**

In the event that an insurance policy is cancelled during the effective period of the contract, the SFWIB shall withhold all payments from the Contractor until a new Certificate of Insurance is submitted and accepted by the SFWIB. The new insurance policy shall cover the period commencing from the date of cancellation of the prior insurance policy.

If the Contractor fails to secure the required insurance as a result of such cancellation within ten (10) calendar days after the effective date of cancellation, the SFWIB may forthwith terminate the contract.

## 7. Assurances and Certifications

**Complete and sign form.** The four-page form incorporates the following assurances and certifications:

- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Certification Regarding Lobbying
- Certification Regarding Drug-Free Workplace Requirements
- Non-Discrimination and Equal Opportunity Assurances
- Certification Regarding Public Entity Crimes
- Sarbanes-Oxley Act of 2002
- Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance



- Scrutinized Companies Lists Certification, section 287.135, Florida Statutes
- Discriminatory Vendors Lists

All of the above required documentation **must be submitted and attached under the completed cover sheet** entitled Checklist for Submitting Operational Documents, Attachment 3A.

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CHECKLIST FOR SUBMITTING OPERATIONAL DOCUMENTS

Agency Name: \_\_\_\_\_

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

Complete this checklist and submit with the operational documents required by South Florida Workforce Investment Board (SFWIB).

DOCUMENT	SUBMITTED (Yes/No)	COMMENTS
1. Current Year State of Florida Corporate Registration Certificate or Current Year Permit/License Issued by Division of Licensing, Department of State, State of Florida [NOT APPLICABLE TO GOVERNMENTAL JURISDICTIONS]		
2. Code of Business Ethics Affidavit		
3. Disclosure and Certification of Conflict of Interest in a Contract (attached)		
4. W-9 -- Request for Taxpayer Identification Number and Certification		
5. Copy of Authorization to execute documents as stated in Articles of Incorporation and Corporate By-Laws, or Corporate Internal Rules  Corporate/Board Resolution or LLC Affidavit (as needed per Articles of Incorporation and Corporate By-Laws)		
6. Proof of Required Insurances (Certificate of Insurance):  Commercial General Liability  Worker's Compensation Insurance  Workers' Reemployment Assistance Insurance (copy of two most recent RT-6 reports with proof of payment.)		
7. Assurances and Certifications		
<b>DO NOT WRITE BELOW THIS LINE</b>		
I HAVE REVIEWED ALL REQUIRED OPERATIONAL DOCUMENTS AND FIND THEM TO BE ACCEPTABLE		
_____ SFWIB Contracts Compliance Supervisor, OCI	_____ Date	
_____ SFWIB Assistant Director, Administration	_____ Date	
_____ SFWIB Contracts Administrator	_____ Date	
<b>FORM F-1 -- CHECK LIST FOR SUBMITTING OPERATIONAL DOCUMENTS</b>		

**CODE OF BUSINESS ETHICS AFFIDAVIT**

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

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County, as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20\_\_\_\_  
Signature of Affiant Date

\_\_\_\_\_  
Printed Name of Affiant and Title

\_\_\_\_/\_\_\_\_-\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Federal Employer Identification Number

\_\_\_\_\_  
Printed Name of Firm

\_\_\_\_\_  
Address of Firm

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

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

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

Notary Public – State of \_\_\_\_\_

Notary Seal



## DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, \_\_\_\_\_, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) \_\_\_\_\_  
\_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Description or Nature of Contract: \_\_\_\_\_

Description of Financial Benefit\*: \_\_\_\_\_

For purposes of the above contract the following disclosures are made:

The contractor's principals\*\*/owners\*\*\*: (check one)

\_\_\_\_\_ have no relative who is a member of the board; OR

\_\_\_\_\_ have a relative who is a member of the board, whose name is: \_\_\_\_\_

The contractor's principals\*\*/owners\*\*\* \_\_\_is \_\_\_is not (check one) a member of the board. If applicable, the principal's/owner's name is: \_\_\_\_\_

\_\_\_\_\_  
Signature of Board Member/Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

\*\* "Principal" means an owner or high-level management employee with decision-making authority.

\*\*\* "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.

# 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.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC     C Corporation     S Corporation     Partnership     Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

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

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

**Social security number**

				-							
--	--	--	--	---	--	--	--	--	--	--	--

**or**

**Employer identification number**

				-											
--	--	--	--	---	--	--	--	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

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

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

<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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup> 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.

**SAMPLE****CORPORATE/BOARD RESOLUTION****RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB)  
TO CARRY OUT WORKFORCE SERVICES**

WHEREAS, \_\_\_\_\_ (*Respondent Name*) is a [**Indicate type of Corporation (i.e. Florida for-Profit, Not-for-Profit, etc.)**] Corporation.

WHEREAS, \_\_\_\_\_ (*Respondent Name*) desires to accomplish the objective as set forth in its Scope of Services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS** of the \_\_\_\_\_ (*Respondent Name*); that said Board hereby authorizes and instructs \_\_\_\_\_ (**Name & Title**) to enter into a contract in the name and on the behalf of this corporation with the South Florida Workforce Investment Board (SFWIB) for the operation of the **Uniformed Unarmed Security Services** for the period of **July 1, 2019 through June 30, 2020.**

Thereupon declared this resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST

\_\_\_\_\_  
**Signature of Secretary of the Board**

\_\_\_\_\_  
**Printed Name of Secretary of the Board**

**AFFIDAVIT OF MEMBERS  
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by section 605.0410(1)(a), Florida Statutes, as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, of the Florida Limited Liability Company known as \_\_\_\_\_ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the

**ATTACHMENT H**

aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

- 5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year) by  
\_\_\_\_\_  
(print name legibly), who is personally known to me or  
who has produced \_\_\_\_\_ (type of identification).

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

\_\_\_\_\_  
(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members and Managers, as needed)

**AFFIDAVIT OF MEMBERS AND MANAGERS OF NON- FLORIDA  
(FOREIGN) LIMITED LIABILITY COMPANY**

WE, (print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

- The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent\* thereof, of the Non-Florida (Foreign) Limited Liability Company known as \_\_\_\_\_ (Print name of the Non-Florida (Foreign) Limited Liability Company as the name appears in the Articles of Organization, as that term is defined by section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent\* thereof, currently filed with the Secretary of State of the State of \_\_\_\_\_) (Print name of State where Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed) **or** other jurisdiction, to wit, \_\_\_\_\_ (Print the name of the country or other jurisdiction where the Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed;

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\* The term “equivalent” shall mean for the purposes of this Affidavit, with respect to “persons” or “entities”, any person or entity which has or may have any one or more of the duties or powers or obligations or responsibilities or authorities, real or apparent, of a Member or Manager, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time. The term “equivalent” shall mean for the purposes of this Affidavit, with respect to instruments or documents or articles of organization or operating agreements or written agreements or oral agreements, any written agreement or oral agreement or instrument or document which has or may have any one or more of the functions or purposes of any instrument, document, operating agreement, written agreement or oral agreement described or mentioned in this Affidavit.

**ATTACHMENT H**

2. There are no Members or Managers, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
  
3. There are no provisions in any Articles of Organization, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company or in any operating agreement, written or oral, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
  
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the aforesaid Non-Florida (Foreign) Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
  
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year) by \_\_\_\_\_ (print name legibly), who is personally known to me or who has produced \_\_\_\_\_ (type of identification).

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

\_\_\_\_\_  
(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other Members and Managers of LLC, as needed)

**SAMPLE****CORPORATE/BOARD RESOLUTION****RESOLUTION AUTHORIZING EXECUTION OF CONTRACT  
WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD (SFWIB)  
TO CARRY OUT WORKFORCE SERVICES**

WHEREAS, \_\_\_\_\_ (*Respondent Name*) is a [**Indicate type of Corporation (i.e. Florida for-Profit, Not-for-Profit, etc.)**] Corporation.

WHEREAS, \_\_\_\_\_ (*Respondent Name*) desires to accomplish the objective as set forth in its Scope of Services.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS** of the \_\_\_\_\_ (*Respondent Name*); that said Board hereby authorizes and instructs \_\_\_\_\_ (**Name & Title**) to enter into a contract in the name and on the behalf of this corporation with the South Florida Workforce Investment Board (SFWIB) for the operation of the **Uniformed Unarmed Security Services** for the period of **July 1, 2019 through June 30, 2020.**

Thereupon declared this resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST

\_\_\_\_\_  
**Signature of Secretary of the Board**

\_\_\_\_\_  
**Printed Name of Secretary of the Board**



**AFFIDAVIT OF MEMBERS  
AND MANAGERS OF FLORIDA LIMITED LIABILITY COMPANY**

WE, (Print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit; the list of names and titles shall include all names on the list required by section 605.0410(1)(a), Florida Statutes, as same may be amended from time to time)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

1. The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, of the Florida Limited Liability Company known as \_\_\_\_\_ (Print name of the Florida Limited Liability Company as the name appears in the Articles of Organization currently filed with the Secretary of State of the State of Florida);
2. There are no Members or Managers of the aforesaid Florida Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
3. There are no provisions in any Articles of Organization of the aforesaid Florida Limited Liability Company or in any operating agreement, written or oral, of the aforesaid Florida Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the foregoing Florida Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) for and on behalf of the aforesaid Florida Limited Liability Company and to bind and obligate the

**ATTACHMENT H**

aforesaid Florida Limited Liability Company as set forth in the foregoing instrument or document.

5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year) by  
\_\_\_\_\_  
(print name legibly), who is personally known to me or  
who has produced \_\_\_\_\_ (type of identification).

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

\_\_\_\_\_  
(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other LLC Members and Managers, as needed)

**AFFIDAVIT OF MEMBERS AND MANAGERS OF NON- FLORIDA (FOREIGN) LIMITED LIABILITY COMPANY**

WE, (print full name(s) and all title(s) of person(s) or entity(s) in the following spaces; if more space needed print additional names and title(s) on separate paper marked as Exhibit A and attach Exhibit A to this Affidavit)

<u>Full name</u>	<u>Title(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

hereby swear or affirm that:

- The foregoing persons or entities set forth above and on Exhibit A, if applicable, which Exhibit A is attached hereto and incorporated herein by reference hereto, constitute and are all of the Members and Managers, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent\* thereof, of the Non-Florida (Foreign) Limited Liability Company known as \_\_\_\_\_ (Print name of the Non-Florida (Foreign) Limited Liability Company as the name appears in the Articles of Organization, as that term is defined by section 605.0102, Florida Statutes, as same may be amended from time to time, or the equivalent\* thereof, currently filed with the Secretary of State of the State of \_\_\_\_\_) (Print name of State where Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed) **or** other jurisdiction, to wit, \_\_\_\_\_ (Print the name of the country or other jurisdiction where the Articles of Organization, or the equivalent\* thereof, creating the Non-Florida (Foreign) Limited Liability Company are filed;

---

\* The term “equivalent” shall mean for the purposes of this Affidavit, with respect to “persons” or “entities”, any person or entity which has or may have any one or more of the duties or powers or obligations or responsibilities or authorities, real or apparent, of a Member or Manager, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time. The term “equivalent” shall mean for the purposes of this Affidavit, with respect to instruments or documents or articles of organization or operating agreements or written agreements or oral agreements, any written agreement or oral agreement or instrument or document which has or may have any one or more of the functions or purposes of any instrument, document, operating agreement, written agreement or oral agreement described or mentioned in this Affidavit.

**ATTACHMENT H**

2. There are no Members or Managers, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company other than the persons or entities set forth above and on Exhibit A, if applicable.
  
3. There are no provisions in any Articles of Organization, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company or in any operating agreement, written or oral, or the equivalent\* thereof, of the aforesaid Non-Florida (Foreign) Limited Liability Company, as those terms are defined in section 605.0102, Florida Statutes, as same may be amended from time to time, which prohibit, restrict or limit in any way or in any manner the execution of the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) by any of the foregoing persons or entities set forth above and on Exhibit A, if applicable, for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
  
4. All of the foregoing persons or entities set forth above and on Exhibit A, if applicable, are authorized by the aforesaid Non-Florida (Foreign) Limited Liability Company, to execute the instrument or document attached hereto and incorporated herein by reference hereto, to wit, \_\_\_\_\_ (Print the title of the instrument or document) for and on behalf of the aforesaid Non-Florida (Foreign) Limited Liability Company and to bind and obligate the aforesaid Non-Florida (Foreign) Limited Liability Company as set forth in the foregoing instrument or document.
  
5. All of the provisions of this Affidavit shall be construed in accordance with the laws of the State of Florida.

\_\_\_\_\_  
Signature Title(s)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ (year) by \_\_\_\_\_ (print name legibly), who is personally known to me or who has produced \_\_\_\_\_ (type of identification).

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_  
(Print, type or stamp name of notary public)

(Add additional Signature, Title(s), and Notary Public areas for all other Members and Managers of LLC, as needed)

## ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent (hereinafter referred to as “Contractor”) has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)**
- B. Certification Regarding Lobbying (29 CFR Part 93)**
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)**
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)**
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)**
- F. Sarbanes-Oxley Act of 2002**
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)**
- I. Discriminatory Vendors (section 287.134, Florida Statutes)**

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

**A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION**

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor’s knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor’s subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

**B. CERTIFICATION REGARDING LOBBYING**

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

**D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES**

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and

mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;

8. Executive Order (EO) No. 11246, "Equal Employment Opportunity" as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

**E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES**

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

**F. SARBANES-OXLEY ACT OF 2002**

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

**Provisions of the Act – Title X1 – Corporate Fraud Accountability**

**Section 1102 – Tampering with a record or otherwise impeding an official proceeding** – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both."

**Section 1107 – Retaliation against Informants** – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both."

**G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)**

As a condition of a contract, the Contractor assures that the Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

**H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135. FLORIDA STATUTES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

**I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES**

The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

**BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**\*Name and Title of Authorized Representative**

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**\*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.**



**AFFIRMATION/ACKNOWLEDGEMENT FORM**

\_\_\_\_\_ affirms and acknowledges that the individuals listed below meet the  
(Name of Contractor)  
 minimum requirements as set forth by SFWIB staffing procedure transmittal available on line  
 ([www.careersourcesfl.com/resources/supportingdocuments/policytransmittals](http://www.careersourcesfl.com/resources/supportingdocuments/policytransmittals)) for the position in which  
 they are being hired for and that a Level 2 Background screening was conducted for the following  
 employees with the employment decision indicated below:

Name of Employee	Confirm Applicant Meets Job Qualifications	Screening Date	Anticipated or Actual Hire Date	Criminal History (Yes/No)

\_\_\_\_\_  
 \*Name and Title of Authorized Representative

\_\_\_\_\_  
 SFWIB Staff

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Signature of Receiving Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Background screenings that provide criminal history information on a current or prospective employee, volunteer or subcontracted personnel **must** be submitted to the SFWIB Quality Assurance Supervisor.  
 \* The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.



# AFFIDAVIT OF GOOD MORAL CHARACTER



State of Florida

County of \_\_\_\_\_

Before me this day personally appeared \_\_\_\_\_ who, being duly  
(Applicant's/Employee's Name)  
 sworn, deposes and says:

As an applicant for employment with, an employee of, a volunteer for, or an applicant to volunteer with \_\_\_\_\_, I affirm and attest under penalty of perjury that I meet the moral character requirements for employment, as required by the Florida Statutes and rules, in that:

I have not been arrested with disposition pending or found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of the Florida Statutes or under any similar statute of another jurisdiction for any of the offenses listed below:

Relating to:

Section 393.135	sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct
Section 394.4593	sexual misconduct with certain mental health patients and reporting of such sexual misconduct
Section 415.111	adult abuse, neglect, or exploitation of aged persons or disabled adults or failure to report of such abuse
Section 741.28	criminal offenses that constitute domestic violence, whether committed in Florida or another jurisdiction
Section 782.04	murder
Section 782.07	manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child
Section 782.071	vehicular homicide
Section 782.09	killing an unborn quick child by injury to the mother
Chapter 784	assault, battery, and culpable negligence, if the offense was a felony
Section 784.011	assault, if the victim of offense was a minor
Section 784.03	battery, if the victim of offense was a minor
Section 787.01	kidnapping
Section 787.02	false imprisonment
Section 787.025	luring or enticing a child
Section 787.04(2)	taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceeding
Section 787.04(3)	carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person
Section 790.115(1)	exhibiting firearms or weapons within 1,000 feet of a school
Section 790.115(2) (b)	possessing an electric weapon or device, destructive device, or other weapon on school property
Section 794.011	sexual battery
Former Section 794.041	prohibited acts of persons in familial or custodial authority
Section 794.05	unlawful sexual activity with certain minors
Chapter 796	prostitution
Section 798.02	lewd and lascivious behavior
Chapter 800	lewdness and indecent exposure
Section 806.01	arson
Section 810.02	burglary
Section 810.14	voyeurism, if the offense is a felony
Section 810.145	video voyeurism, if the offense is a felony
Chapter 812	theft and/or robbery and related crimes, if a felony offense
Section 817.563	fraudulent sale of controlled substances, if the offense was a felony
Section 825.102	abuse, aggravated abuse, or neglect of an elderly person or disabled adult
Section 825.1025	lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult
Section 825.103	exploitation of disabled adults or elderly persons, if the offense was a felony
Section 826.04	incest
Section 827.03	child abuse, aggravated child abuse, or neglect of a child
Section 827.04	contributing to the delinquency or dependency of a child
Former Section 827.05	negligent treatment of children
Section 827.071	sexual performance by a child
Section 843.01	resisting arrest with violence

CONTINUED ON NEXT PAGE

Section 843.025	depriving a law enforcement, correctional, or correctional probation officer means of protection or communication
Section 843.12	aiding in an escape
Section 843.13	aiding in the escape of juvenile inmates in correctional institution
Chapter 847	obscene literature
Section 874.05(1)	encouraging or recruiting another to join a criminal gang
Chapter 893	drug abuse prevention and control only if the offense was a felony or if any other person involved in the offense was a minor
Section 916.1075	sexual misconduct with certain forensic clients and reporting of such sexual conduct
Section 944.35(3)	inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm
Section 944.40	escape
Section 944.46	harboring, concealing, or aiding an escaped prisoner
Section 944.47	introduction of contraband into a correctional facility
Section 985.701	sexual misconduct in juvenile justice programs
Section 985.711	contraband introduced into detention facilities

**THE FOLLOWING APPLIES ONLY TO THOSE APPLICANTS FOR MENTAL HEALTH POSITIONS**

In addition to the Chapter 435, F.S., listed offenses, the following offenses are also applicable for "Mental Health Personnel" screened pursuant to section 394.4572, F.S., defined as program directors, professional clinicians, staff members, or volunteers working in a public or private mental health program or facility who have direct contact with individuals held for examination or admitted for mental health treatment. **The additional offenses apply only to "Mental Health Personnel" as determined pursuant to Section 408.809, F.S. as listed below:**

	<u>Relating to:</u>
Chapter 408	felony offenses contained in Chapter 408
Section 408.8065(3)	offers service or skilled service without valid license when licensure is required, or knowingly files a false or misleading license or license renewal application, or submits false or misleading information related to application
Section 409.920	Medicaid provider fraud
Section 409.9201	Medicaid fraud
Section 817.034	fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems
Section 817.234	false and fraudulent insurance claims
Section 817.505	patient brokering
Section 817.568	criminal use of personal identification information
Section 817.60	obtaining a credit card through fraudulent means
Section 817.61	fraudulent use of credit cards, if the offense was a felony
Section 831.01	forgery
Section 831.02	uttering forged instruments
Section 831.07	forging bank bills, checks, drafts or promissory notes
Section 831.09	uttering forged bank bills, checks, drafts, or promissory notes
Section 831.30	fraud in obtaining medicinal drugs
Section 831.31	the sale, manufacture, delivery, or possession with the intent to sell, manufacture, deliver any counterfeit controlled substance, if the offense was a felony

I also affirm that I have not been designated as a sexual predator pursuant to s. 775.21, F.S.; a career offender pursuant to s. 775.261, F.S.; or a sexual offender pursuant to s. 943.0435, F.S., unless the requirement to register as a sexual offender has been removed pursuant to s. 943.04354, F.S.

I understand that I must acknowledge the existence of any applicable criminal record relating to the above lists of offenses including those under any similar statute of another jurisdiction, regardless of whether or not those records have been sealed or expunged. Further, I understand that, while employed or volunteering at \_\_\_\_\_ in any position that requires background

screening as a condition of employment, I must immediately notify my supervisor/employer of any arrest and any changes in my criminal record involving any of the above listed provisions of Florida Statutes or similar statutes of another jurisdiction whether a misdemeanor or felony. This notice must be made within one business day of such arrest or charge. Failure to do so could be grounds for termination.

**CONTINUED ON NEXT PAGE**

I attest that I have read the above carefully and state that my attestation here is true and correct that **my record does not contain any of the above listed offenses.** I understand, under penalty of perjury, all employees in such positions of trust or responsibility shall attest to meeting the requirements for qualifying for employment and agreeing to inform the employer immediately if arrested for any of the disqualifying offenses. I also understand that it is my responsibility to obtain clarification on anything contained in this affidavit which I do not understand prior to signing. I am aware that any omissions, falsifications, misstatements or misrepresentations may disqualify me from employment consideration and, if I am hired, may be grounds for termination or denial of an exemption at a later date.

SIGNATURE OF AFFIANT: \_\_\_\_\_

### Sign Above OR Below, DO NOT Sign Both Lines

To the best of my knowledge and belief, my record contains one or more of the applicable disqualifying acts or offenses listed above. I have placed a check mark by the offense(s) contained in my record. (If you have previously been granted an exemption for this disqualifying offense, please attach a copy of the letter granting such exemption.) (Please circle the number which corresponds to the offense(s) contained in your record.)

SIGNATURE OF AFFIANT: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Check one)

Affiant personally known to notary

OR

Affiant produced identification

Type of identification produced: \_\_\_\_\_

This Affidavit of Good Moral Character is property of The Florida Department of Children and Family Services and has been adopted for use by the South Florida Workforce Investment Board.

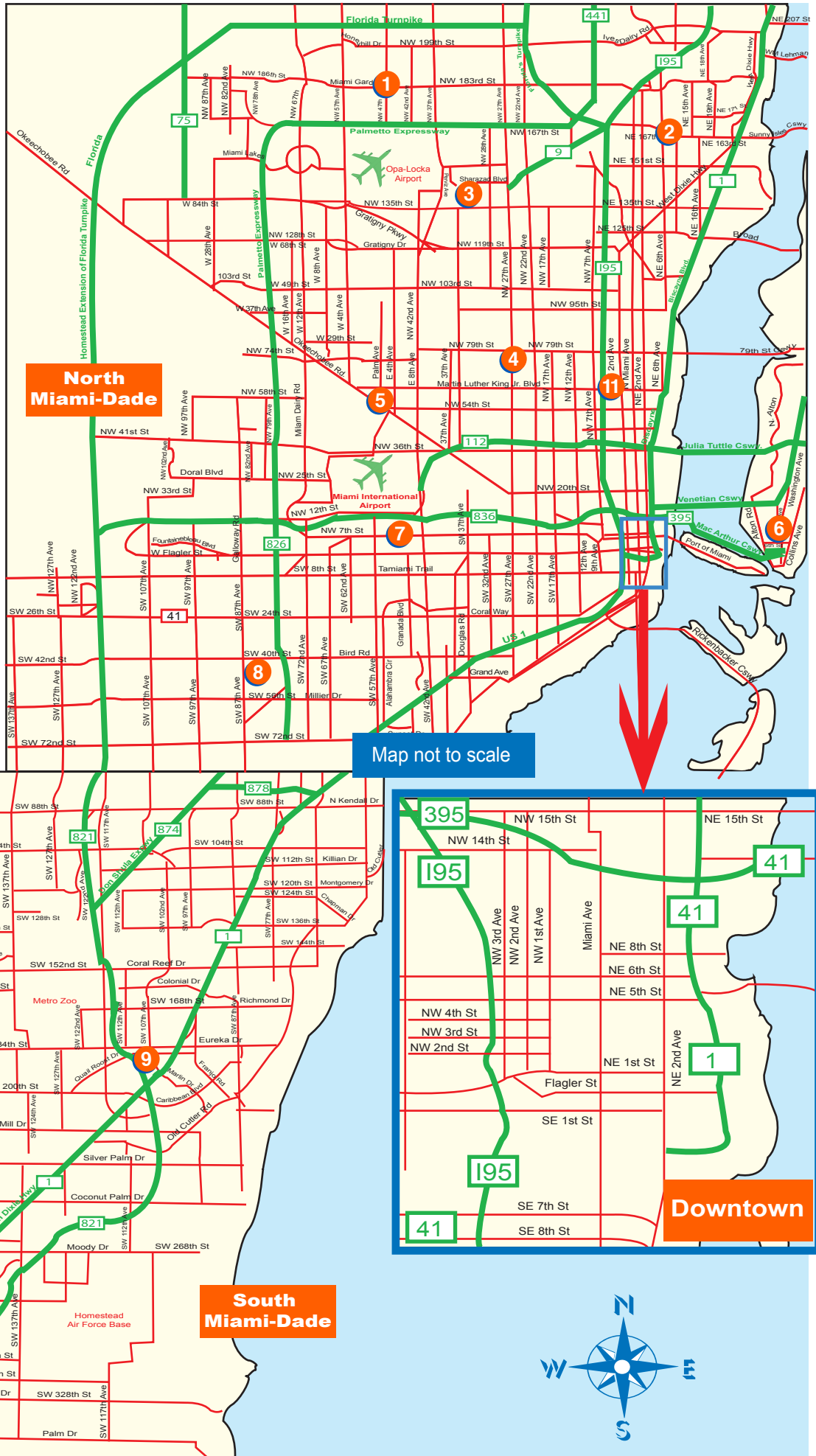


**Centers**

1. Carol City  
4888 NW 183 St, Stes. 201-206  
Ph: 305-620-8012
2. North Miami Beach \*  
801 NE 167 St  
Ph: 305-654-7175
3. Opa-Locka  
780 Fisherman St, Ste. 110  
Ph: 305-953-3407
4. Northside \*  
7900 NW 27 Ave, Ste. 200  
Ph: 305-693-2060
5. Hialeah Downtown  
240 E 1 Ave, Ste. 222  
Ph: 305-883-6925
6. Miami Beach  
833 6 St, 2nd Floor  
Ph: 305-532-5350
7. Little Havana \*  
5040 NW 7 St, Ste. 200  
Ph: 305-643-3300
8. West Dade  
8485 Bird Road, 2nd Floor  
Ph: 305-228-2300
9. Perrine  
18901 SW 106 Ave, Ste. 218  
Ph: 305-252-4440
10. Homestead \*  
28951 S. Dixie Highway  
Ph: 305-242-5373
11. Edison Courts  
325 NW 62 St  
Ph: 305-795-2058

# Miami-Dade County Centers

For a center near you, call **305-470-JOBS (5627)**, or visit one of the following centers:



**Serves Out-of-School Youth**

