

REQUEST FOR PROPOSAL

Urban League of Broward County

RFP# 02012024-2 (PROCUREMENT OF PROFESSIONAL SERVICES)

SERVICES FOR

Facility Maintenance & Janitorial Service

Release Date: February 1, 2024 Due Date: March 1st, 2024



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ULBC reserves the right to accept or reject all submissions and rescind the request for proposal.

ULBC also reserves the right to request additional information, as determined necessary to review any submission.

ULBC has the right to change, cancel or retract this RFP. All information that is submitted through this solicitation becomes the property of ULBC.

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the goods at the price indicated in the Proposal.

Business Name and Address:

	Date:
FEI/FIN No	
Telephone Number: ()	
FAX Number: ()	
E-mail Address:	
President/CEO/Authorized Signature in Blue Ink:	
Printed Name:	Printed Title:
* Contractor DOES DOES NOT consider his firm to be a	minority owned business.
* Contractor IS IS NOT certified as a Community Disady Broward County Small Business Development Division	vantaged Business Enterprise (CDBE) by
* Contractor DOES DOES NOT consider his firm to be a	women or minority owned business (WBE/MBE)

Optional Information: Minority contractors are encouraged to submit bids.

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The purpose of this RFP is to contract with one (1) Facility Maintenance & Janitorial Servicer (Contractor) to provide Facility Maintenance & Janitorial Services outlined herein for the Urban League of Broward County (ULBC), 560 NW 27 Avenue Ft. Lauderdale, FL 33311. The period of the engagement is for one (3) consecutive year(s) beginning April 1st, 2024, and ending June 30th, 2027. Additionally, the Contractor is welcome to make recommendations to satisfy ULBC contract procurement services.

CALENDAR OF EVENTS

Listed below is the calendar of important actions and dates/times by which the actions must be taken or completed. If the ULBC finds it necessary to change any of these dates/times, it will be accomplished by addendum.

Optional Renewals: This is at the discretion of ULBC. The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. A proposal is not binding until proposals are approved by the Urban League of Broward County and both parties execute a written contract.

Bids will be received until March 1st, 2	2024, at 4:00 p.m.	for furnishing the services described	herein.

	Estimated Calendar of Events	Date
1	Date of Posting	February 2 nd , 2024
2 *ADM	Pre-Proposal Conference/Job Walk Through	February 22 nd , 2024 Time 3:30pm - 5:00 pm
2	Pre-Proposal Conference/Job Walk Through	February 16 th , 2024 Time 3:30pm - 5:00 pm
3	Final Technical Questions Regarding this RFP shall be from prospective respondents. (NOTE: only email inquiries will be accepted at <u>Procurement@ulbcfl.org</u> .)	February 23 rd , 2024
4	Anticipated posting of ULBC responses to technical questions on the Urban League of Broward County website at <u>https://www.ulbroward.org/</u>	February 27 th , 2024
5	Deadline to submit proposal responses	March 1 st , 2024
6	Evaluation of Proposal	TBD Internally
7	Evaluation Committee Selection	TBD Internally
8	Evaluation Notice Released	March 8 th , 2024
9	Release of Contract Signing	N/A
10	Contract Signature Deadline	N/A
11	Estimated Services Begin Date	April 1 st , 2024

QUESTIONS

Any questions from Respondents concerning this RFP shall be submitted via email, identifying the submitter, to Procurement@ulbcfl.org by the February 23rd, 2024, specified in the Calendar of Events. All questions and/or changes to the RFP will be posted on the Urban League of Broward County website at https://www.ulbroward.org/ as they are received. It is the prospective Respondent's responsibility to check the website for updates.

*ADM (Amendment)



1.0 INTRODUCTION AND PURPOSE

The Urban League of Broward County (ULBC) is soliciting proposals from interested firms and individuals to provide Facility Maintenance & Janitorial Services. ULBC will receive proposals from Proposers having specific experience and qualifications in the area identified in this solicitation. For consideration, proposals for this project must contain evidence of the Proposer's experience and abilities in the specified area and other disciplines directly related to the proposed service.

2.0 BACKGROUND

ULBC is a non-profit organization that provides community-based social and human services to persons throughout Broward County. ULBC operates over 17 programs and initiatives in the strategically designed areas of: economic services, education, health, housing, jobs, and justice.

PRE-PROPOSAL CONFERENCE / JOB WALK THROUGH: A optional pre-proposal job walk through will be held at the Urban League of Broward County located at 560 NW 27 Avenue, Ft. Lauderdale, FL 33311 at **3:30 pm - 5:00 pm** on February 16th, 2024. Any and all questions will be answered at the job walk through exclusively.

3.0 QUALIFICATIONS

The Proposer must show to the complete satisfaction of Urban League of Broward County that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. The Proposer should also give a history and references to satisfy Urban League of Broward County regarding the Proposer's qualifications. Urban League of Broward County may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to Urban League of Broward County reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy Urban League of Broward County that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

Evaluation of the Proposer's qualifications shall include:

- A. The ability, capacity, skill, financial and other necessary resources to perform the work or provide the service required;
- B. The ability to perform the work or provide the service promptly or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer, and;
- D. The quality of performance of previous contracts or services.

*Respondents must provide a listing of the personnel to be assigned to the project, including organizational structure and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Responders must have sufficient and qualified staff immediately available to contract solicitations and to enter and manage any components targeted by the RFP.

Give an overview of your organization's qualifications relevant to the purpose. List and include qualifications of the primary individuals proposed to manage the work, carry out the required activities and prepare the required deliverables. Include information about past projects, years in operation, education, certifications, areas of expertise and any other information you would like to be considered. Give the same information to any other employees you intend to assist you with this project.



4.0 SCOPE OF WORK

4.1 General Statement:

Urban League of Broward County requests proposals for Facility Maintenance & Janitorial Services and for all activities and any other allocations provided to Urban League of Broward County.

4.2 Work Summary

Work Summary: The complete scope of services is detailed in the attached Statement of Work (see Exhibit A). In summary, ULBC requires the services of one firm to provide Facility Maintenance & Janitorial Services to 560 NW 27 Avenue, Ft. Lauderdale, FL 33311.

<u>Exhibit A</u> outlines the services being requested (Statement of Work) <u>Exhibit B</u> is a detailed description of ULBC building, (if deemed necessary) <u>Exhibit C</u> is an outline of equipment specifications or equivalent. <u>Exhibit D</u> is a list of submission requirements as requested on section 12.0 <u>Exhibit E</u> is a list of insurance requirements

5.0 FEE PROPOSAL

Give the proposed compensation amount for the deliverables listed above. The amount should include any costs associated with administering this service. The proposed fee structure, including billing rates, hourly rates, reimbursable expenses, etc. Preferences will be given to firm fixed pricing.

6.0 TIMELINE

It is expected that Facility Maintenance & Janitorial Services will begin on April 1st, 2024.

- RFP Issued: February 1st, 2024
- RFP Responses due: March 1st, 2024
- Selection of Contractor: March 8th, 2024

Urban League of Broward County reserves the right to make adjustments as needed to the above schedule.

7.0 QUESTIONS

Any questions from Respondents concerning this RFP shall be submitted via email, identifying the submitter, to <u>Procurement@ulbcfl.org</u> by the February 23rd, 2024, specified in the Calendar of Events. All questions and/or changes to the RFP will be posted on the Urban League of Broward County website at <u>https://www.ulbroward.org/</u> as they are received. It is the prospective Respondent's responsibility to check the website for updates.

8.0 NOTICE TO PROPOSERS

8.1 Pre-Contractual Expenses:

ULBC shall not be liable for any pre-contractual expenses, which are defined as expenses incurred by a Proposer(s) in preparing its proposal in response to this RFP, negotiating with the ULBC any matter related to the proposal, or any other expenses incurred by Proposer(s) prior to the date of award of the contract(s) resulting from this procurement.

8.2 Period of Performance:

The contract term or period of performance shall be for a (3) one-year base period with no or limited option renewal options to extend the agreement for a total period of performance of up to five years. The option terms may be exercised by ULBC, at its sole discretion, with prior written notice to the Contractor.



8.3 Proposer Representations: By submitting a proposal, each proposer represents that it:

- 8.3.1 Has thoroughly examined and become familiar with the work described in the Statement of Work (Exhibit A).
- **8.3.2** Understands the requirements of the Statement of Work, the nature and location of the work, and all other matters that can affect the work.
- **8.3.3** Will honor its proposal for 120 days and acknowledges that the proposal cannot be withdrawn within that time and without prior written consent from ULBC.
- 8.3.4 Will comply with all requirements set forth in this RFP and, if awarded, the ensuing contract.
- **8.3.5** Will, if selected to perform the work, comply with all terms and conditions set forth in the contract associated with this procurement.
- **8.3.6** Will comply with:
 - The Equal Employment Opportunity Act relating to non-discrimination.
 - Statutory requirements relating to employment of undocumented aliens.
 - Statutory requirements related to prevailing wage & requirements.

8.4 Addenda: ULBC reserves the right to revise or amend the RFP documents prior to the stated proposal submittal deadline. Any such revisions will be made by written addenda to this RFP.

8.5 Withdrawal of Proposal: The Proposer may withdraw its proposal before the opening of the proposals by submitting a written request signed by an authorized representative of the firm and email to <u>Procurement@ulbcfl.org</u>.

8.6 ULBC Rights: ULBC may investigate the qualifications of any Proposer under consideration, require confirmation of information furnished by the Proposer and require additional evidence of qualifications to perform the work described in this RFP. This RFP does not commit ULBC to issue a contract to implement this procurement. Furthermore, ULBC reserves the right to:

- 8.6.1 Accept or reject any, and all proposals, or any item or part thereof, at its discretion.
- 8.6.2 Cancel or withdraw the entire RFP, or any part thereof, at any time without prior notice.
- 8.6.3 Waive any minor errors or irregularities in any proposal, to the extent permitted by law.
- **8.6.4** Obtain information from any source that has the potential to improve the understanding and evaluation of the RFP.
- **8.6.5** Postpone RFP openings for its own convenience.
- 8.6.6 Remedy or overlook technical errors in the RFP process.
- 8.6.7 Seek the assistance of outside technical experts.
- 8.6.8 Approve or disapprove the use of particular subcontractors.
- 8.6.9 Negotiate with any, all or none of the respondents to the RFP.
- 8.6.10 Accept other than the lowest monetary offer.
- 8.6.11 Award a contract based upon initial offers.

8.7 Compliance with Laws

The selected Contractor(s) shall comply with all laws, rules, codes, ordinances, licensing, bonding and permits requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. By way of non-exhaustive example, the Contractor(s) shall comply with the Immigration and Nationality Act, the Americans with Disabilities Act, the Clean Air Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of such laws shall be grounds for Contract termination. If the proposer outsources any work or job to a sub-proposer, it will be the prime proposer's responsibility to ensure that all sub-proposers meet the requirements set forth in this RFP and the resultant contract.



8.8 Convicted Contractors

A person or affiliate placed on the convicted contractor list pursuant to Section 287.133 of the Florida Statutes following a conviction for a public entity crime is prohibited from submitting a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the convicted contractor list.

8.9 Discriminatory Contractors

An entity or affiliate placed on the discriminatory contractor list pursuant to section 287.134 of the Florida Statutes may not submit a proposal on a contract to provide any goods or services to a public entity for a period of 36 months from the date of being placed on the discriminatory contractor list.

8.10 Litigation

The ULBC reserves the right to reject bids from bidders that are currently in litigation or that have previously been in litigation with the ULBC.

8.11 Prohibited Communications/ Cone of Silence

No proposer, or anyone representing a proposer, is to discuss this RFP with any official or employee of ULBC, other than the agency contact named in this RFP. Neither proposers, nor anyone representing a proposer, are to discuss this RFP with any Proposer engaged by ULBC for assistance in preparing the RFP documents or any cost estimate associated with this procurement. Violation of this prohibition may result in disqualification of the Proposer even if the contract has already been awarded.

8.12 Use of Subcontractors

- 8.12.1 The proposer awarded a contract by ULBC must be the prime contractor performing the primary functions of the contract. If any portion of the contract is to be subcontracted, it must be clearly set forth in the proposal document as to what part(s) are to be subcontracted, the reasons for the subcontracting, and a listing of subcontractors. Acceptance or rejection of a proposer's request to use subcontractors is at the sole discretion of ULBC. ULBC reserves the right to reject any proposal to function as the prime Contractor on the awarded contract. When approved, the subcontractor(s) shall agree to and be bound by all terms, conditions and specifications of the awarded contract and the proposer shall be responsible for proper performance of the contract by its subcontractor(s).
- 8.12.2 With prior approval of ULBC, the prime contractor may enter into subcontracts and joint participation agreements with others for the performance of portions of resultant agreement. The prime contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Nothing in this contract shall constitute any contractual relationship between any others and ULBC or any obligation on the part of ULBC to pay, or to be responsible for the payment of, any sums to the subcontractors.
- **8.12.3** The provisions of the resultant agreement shall apply to all subcontractors in the same manner as to the prime contractor. ULBC will not pay, even indirectly, the fees and expenses of a subcontractor that does not conform to the limitations and documentation requirements of the resultant agreement.
- 8.12.4 Upon written request from ULBC, the contractor shall supply ULBC with subcontractor Agreements.

Urban League of Broward County

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8.13 Confidentiality and Safeguarding Information

ULBC and all selected Contractor(s) may have access to confidential information during the course of performing the services described in this RFP. The Contractor(s) must implement procedures to ensure protection and confidentiality of all data, files and records involved with this contract. The Contractor(s) and all team members must sign and return to ULBC a confidentiality statement, which will be provided by ULBC upon awarding the services described in this RFP.

8.14 Records and Retention

In all cases, the Contractor(s) shall maintain accurate and current records related to the operations of ULBC as agreed upon in the terms of this engagement. The Contractor(s) shall maintain all documentation, for a minimum of five (5) years, in accordance with federal and state guidelines. ULBC reserves the right to request at any time, that supporting documentation be submitted (in electronic or hard copy format) or made available for examination by authorized representatives. All records, documentation, and work product of the Contractor(s) shall be the property of ULBC upon termination of the contract.

8.15 Audit

ULBC reserves the right to audit and examine for compliance any provisions associated with the contract to determine that the Contractor has met all obligations under the terms of the contract. Such records and accounts shall be maintained for five (5) years after the end of the contract year to which they are related.

8.16 Public Records

All materials submitted in response to this RFP become the property of ULBC and the State of Florida, and will be a public record and open for inspection by any person in accordance with the provisions of Chapter 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any proposal without cost or charge. Selection or rejection of a proposal will not affect this right.

8.17 Execution of Contract

The Contractor to whom the Contract is awarded shall, within ten (10) days after the prescribed documents are presented for signature, execute and deliver to ULBC the Contract, in substantially the same form as the attached Contract, Performance, satisfactory evidence of all required insurance coverage, and proof satisfactory to ULBC of the authority of the person(s) executing the Contract and the Performance on behalf of the Contractor. The above documents must be furnished executed and must be delivered by certified mail before the Contract will be executed by ULBC. The Contract shall not be binding upon ULBC until it has been executed by ULBC and a copy of such fully executed Contract is delivered to the Contractor.

8.18 Cost of Preparation of Contractor Reply

ULBC is not liable for any costs incurred by a contractor in responding to this RFP.

8.19 Sales Tax

ULBC is tax-exempt and shall provide a certificate of tax-exempt status upon written request by the Contractor after contract award.

8.20 Diversity

ULBC is committed to ensuring the participation of minority vendors in its procurement of goods and services and maintains a voluntary program to support business relationships with women and minority owned businesses and to encourage women and minority owned businesses bidding and contracting with ULBC. Contractor is encouraged to include the participation of minority firms in their bids which relate to the subject matter covered under this Agreement.



It is the right of ULBC to terminate and cancel any contract or contractual agreement entered into, including elimination of the individual(s) and/or business enterprise(s) from consideration and participation in future ULBC contracts, on the basis of having submitted deliberate and willful, false or misleading information as to his, her, or its status as an Minority, Woman-Owned business enterprise and/or other classified group.

Contractor agrees to provide a sworn statement of compliance with the provisions of this special condition to the contract award under consideration certifying that the Contractor during the course of time involved in the performance of the contract sought by Contractor shall not discriminate against any business, employee or applicant for employment because of age, ethnicity, race, creed, color, religion, sex, sexual orientation, national origin, handicap, or marital status.

9.0 INSURANCE REQUIREMENTS

ULBC requires Contractors doing business with them to obtain appropriate insurance coverage within the prescribed minimum limits set forth in the attached. Insurance Requirements (Exhibit D). The required proof of insurance must comply with all requirements of the standards as shown in Exhibit D and must be provided with the proposal.

10.0 EVALUATION AND SELECTION PROCESS

Proposals will be reviewed for responsiveness and adherence to proposal deadline. Any proposal that is incomplete will be considered non-responsive.

Responsive proposals will be evaluated by the Selection Committee based on the following criteria:

• Qualifications of Proposer

Experience in performing work similar in nature and/or related to the work described in the Statement of Work; experience working with public agencies, strength, and stability of the firm; appropriateness of personnel to their assigned work tasks; logic of project organization; adequacy of labor commitment.

• Approach and Understanding

Depth of proposer's understanding of ULBC requirements; overall quality and logic of work plan; safety program and history; appropriateness of labor distribution among the tasks; ability to meet project deadlines; utility of suggested technical or procedural innovations.

• <u>Cost</u>

Reasonableness of the total price based on anticipated requirements; adequacy of data support of figures proposed; basis on which prices are proposed; additional fees for special events.

11.0 RFP SUBMISSION PROCESS & INSTRUCTIONS

Proposal deadline: Proposals must be received no later than March 1st, 2024. Sealed proposals must be received by email at the address referenced below. No proposals received by mail or fax, or transmission will be accepted.

- Email to the Urban League of Broward County at <u>Procurement@ulbcfl.org</u>
- Proposing entities must note on the subject line: RFP# 02012024-2 Facility Maintenance & Janitorial Service

12.0 SPECIFIC REQUIREMENTS

Proposals should be as thorough and detailed as possible so that ULBC may properly evaluate the services. Proposers are required to submit the following items as a complete proposal:

- 12.1 The return of the RFP cover sheet completed as required
- **12.2** A narrative statement as to the proposer's qualifications to perform the work listed in the Statement of Work. This narrative must address the following:
 - **12.2.1** Description of the background and experience of the proposer. This should include the number of years performing this service. This section also should establish that proposer has the ability to satisfactory perform the required work; the skill, knowledge and understanding of the subject matter; the requisite previous experience on similar assignments; the ability and professional standing.



- **12.2.2** Names, addresses, telephone numbers and individual contacts of at least three current accounts of similar size and complexity handled by the proposer.
- **12.2.3** Resumes of key personnel to be assigned to this contract. This should describe their anticipated roles in serving the account. Highlight their skill, knowledge,
- and understanding of applicable subject matter, experience, and applicable professional credentials. Include copies of applicable professional credentials.
- **12.2.4** If more than one proposal is being submitted by one proposer, the advantages, and disadvantages of the different approaches as well as the proposer's recommendations and related justifications must be included.
- **12.2.5** Proposed scope of work of the proposer's implementation and performance of the contract. Proposal should include:
 - **12.2.5.1** Proposed Facility Maintenance & Janitorial Service with justification for each.
- **12.2.6** Proposed outline and schedule for any services.
- 12.2.7 Cost of Facility Maintenance & Janitorial Services. All charges must incorporate routine office and administrative charges including, but not limited to postage, travel, office supplies, telephone charges, report preparation, fuel, and any services needed to provide Facility Maintenance & Janitorial Services for ULBC.

13.0 CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the Urban League of Broward County (ULBC). The Grantee shall also disclose the name of any ULBC employee who owns, directly or indirectly, more than a 5% interest in the Grantee or its affiliates. Contractor shall certify that neither contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, contractor must include an explanation with their bid/proposal. Debarment, pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.

14.0 E-VERIFY

Effective January 1, 2021, all new contracts between the Urban League of Broward County and its providers/contractors will require that the provider/contractor swears and affirms that, in accordance with Florida Statutes Section 448.095, such provider/contractor,

(a) uses the E-Verify system to verify the work authorization status of all newly hired employees, contractors and subcontractors, and all employees, contractors, and subcontractors working on federal contracts,

(b) does not employ, contract with, or subcontract with an unauthorized alien,

(c) has obtained affidavits from its applicable subcontractors swearing and affirming that such subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and (d) will maintain a copy of any such subcontractor affidavits for the duration of the applicable xxx contract."

15.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER MATTERS

Sam.gov Search: An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. All Contractors/Providers shall be checked in SAM.gov to ensure they are free of exclusions are also referred to as suspensions and debarments. Proposer certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the Agreement in accordance with 29 CFR Parts 45, 74, 95 and 98. Vendor further agrees to immediately notify Urban League of Broward County with pending purchases or



seeking to purchase from the vendor if vendor is later listed on the governmentwide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under stat statutory or regulatory authority other than Executive Order 12549.

16.0 VIOLATION OF CONTRACT TERMS AND CONDITIONS

Provisions regarding vendor default are included in Urban League of Broward County terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary ULBC contract, or construction contract agreed upon by the vendor and the Urban League of Broward County, which must be consistent with and protect the extent of Urban League of Broward County's terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

17.0 TERMINATION FOR CAUSE OF CONVENIENCE

For Urban League of Broward County purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply: The ULBC may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the vendor. If this agreement is terminated in accordance with this paragraph, ULBC shall only be required to pay vendor for goods and services delivered to the ULBC prior to the termination and not otherwise returned in accordance with the vendor's return policy. If the ULBC has paid the vendor for goods and services not year provided as the date or termination, vendor shall immediately refund such payment(s). If an alternate provision for termination of a ULBC's purchase for cause and convenience, including the manner by which it will be affected and the basis for settlement, is in the ULBC's purchase order, ancillary agreement or construction contract agreed to by the vendor, the ULBC's provision shall control.

18.0 EQUAL EMPLOYEMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Urban League of Broward County purchases or contract that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any ULBC purchase or contract that meets the definition of "federally assisted construction contract" In 41 CFR Part 60- 1.3 and vendor agrees that it shall comply with such provision.

19.0 DAVIS BACON ACT & COPELAND "ANTI-KICKBACK" ACT

When required by Federal program legislation, vendor agrees that, for all Urban League of Broward County construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of wage determination. Vendor further agrees that is shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each construction completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.



20.0 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Where applicable, for all Urban League of Broward County purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

21.0 RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Urban League of Broward County's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by ULBC's RFP Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding ULBC.

22.0 CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251- 1387), as amended, contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding ULBC and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

23.0 BYRD ANTI-LOBBING AMENDMENT

Byrd Anti-Lobbying Amendment (31 USC 1352), vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Urban League of Broward County, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tear up to the non-Federal award.

24.0 PROCUREMENT OF RECOVERED MATERIALS

For ULBC purchases utilizing Federal funds, vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a ULBC may require confirming estimates and otherwise comply. The requirements of Section 6002 include ULBC RFPs procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recover, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.



25.0 PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, Urban League of Broward County may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a ULBC, vendor agrees to provide information and negotiate with the ULBC regarding profit as a separate element of the price for a particular purchase. However, vendor agrees that the total price, including profit, charged by the vendor to the ULBC shall not exceed the awarded pricing, including any applicable discount, under the vendors contract with Urban League of Broward County.

General Compliance

In addition to the foregoing specific requirements, vendor agrees, in accepting any purchase order from Urban League of Broward County, it shall make a good faith effort to work with ULBC to provide such information and to satisfy requirements as may apply to a particular purchase or purchases.

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EXHIBIT A STATEMENT OF WORK

I. PROPERTY LOCATION

560 NW 27 Avenue Ft. Lauderdale, FL 33311

II. SCOPE OF SERVICES

The successful Contractor will provide the following:

General Requirements

- **A.** Proven track record for providing clean and dependable waste removal, janitorial services and facility maintenance services.
- **B.** Provide timely and efficient janitorial services.
- C. A commitment to environmental responsibility and green initiatives.
- **D.** Building Clean-up (all common areas such as common areas, offices, bathrooms, kitchen, etc.).
- E. Buffing, mopping, etc. of hallway floors.
- F. Outside Clean-up (sidewalk, entrance walk-way).
- G. Light Repairs (replacing light bulbs, plumbing, painting, etc.).
- H. Minor Beautification projects.
- I. Pressure cleaning of concrete sidewalks and terrace.
- J. Exterior window cleaning.
- K. Provide all necessary equipment and supplies to perform daily work.
- L. Provide janitorial supplies such as toilet seat covers, toilet paper, paper towels, etc.
- M. Provide support during events at nighttime, weekends, & holidays (Provide additional hourly rate)

Safety

Contractors shall execute and maintain their work so as to avoid injury or damage to any person or property. In carrying out its services, the Contractor shall at all times be in compliance with all applicable local, state, and federal laws, rules, and regulations, and shall exercise all necessary precautions for the safety of all persons appropriate to the nature of the work and the conditions under which the work is to be performed.



EXHIBIT A (Cont.) STATEMENT OF WORK

DESCRIPTION	QUANTITY/ANNU ALY
Building clean up (common areas, lobby, office, bathrooms, kitchen, etc.)	Daily
Provide timely and efficient janitorial services	Daily
Provide dependable waste removal	Daily
Mopping (common areas, hallways, lobby, etc.)	Daily
Buffing floors (MP room, hallways, lobby stairs, all common areas)	Bi-Weekly
Waxing floors (MP room, hallways, staff areas, lobby, lobby stairs, all common areas that require treatment). At least 4-6 layers depending on areas for proper shine	4 Times per year
Carpet cleaning	4 Times per year
Outside clean-up (sidewalks, entrance, walk-way, parking lot, perimeter)	Daily
Interior window cleaning up to 10'	Daily as needed
Minor beautification projects as directed by property manager	As needed
Light repairs as directed by property manager	As needed
Pressure cleaning sidewalks, entrance, walk-ways, terrace, pathway to library, around flag pole, etc.	4 Times per year
Exterior (all windows) / interior window (over 10') cleaning	4 Times per year
Maintain log book and log sheets on bathrooms	Daily
Provide worksite safety & compliance inspections	Monthly
Provide Inventory control & report	Weekly
Provide cleaning supplies – contract must include an allocated monthly amount based on exhibit C which provides an estimated number of staff, volunteers, and visitors that go through the building.	As needed Billed separately on monthly overage
Provide janitorial supplies – contract must include an allocated monthly amount based on exhibit C which provides an estimated number of staff, volunteers, and visitors that go through the building.	As needed Billed separately on monthly overage
Provide staff to cover the following schedule: 7:30 am – 11:30 am Part time staff 12:30 pm – 8:30 pm Full time staff	Monday-Friday
Provide staff to cover events to include nights and weekends. Provide hourly rate for staff that will cover events. This cost not to be included on contract since events are unknown.	As needed Billed Separately



EXHIBIT B PROPERTY DESCRIPTION & DRAWING

Community Empowerment Center (CEC)

560 NW 27 Avenue Ft. Lauderdale, FL 33311

- Two-story building
- Alarm system
- Surveillance cameras
- Approximately 28,000 square feet
- Property located on 2.5 acres of land







SECOND FLOOR OVERVIEW DRAWING





FIRST FLOOR OVERVIEW DRAWING



EXHIBIT C



STAFFING/ VOLUNTEERS/ VISTIORS

Position Category	Approximate Number
ULBC Full Time Employees	80
Part Time Employees	10
Volunteers/Contractors	10-15 per week
Visitors	250+ per week
TOTAL	355+ per week



EXHIBIT D INSURANCE REQUIREMENTS

Time for Compliance

Contractor shall not commence work until it has provided evidence satisfactory to ULBC that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

Requirements

Proposer is to submit proof of insurance. ULBC's insurance agent will review coverage for all respondents and advise if coverage or limits need to be amended by selected vendor. Selected proposer agrees to modify coverage as outlined by ULBC insurance agent.

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EXHIBIT D INSURANCE REQUIREMENTS

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EXHIBIT E LIST OF SUBMISSION REQUIREMENTS

 RFP cover sheet completed as required – Page 3 of RFP.
 Narrative statement.
 References (3).
 Non-Collusive Form, Vender Conflict of Interest Form, E-verification Form.
 Copy of liability insurance.
 Brochures/Specs for proposed equipment.
 Proof of ownership, Tax Id No. and required licenses.
Any additional documents or information pertaining to RFP.



REQUEST FOR PROPOSAL EVALUATION CRITERIA

Instructions: Each proposal/bids received should be evaluated based on the following criteria. Proposal/bids received after the deadline will not be opened. ULBC reserves the right to return unopened submissions to the offeror or to properly discard. Proposal/bids opened and subjected to the criteria below shall belong exclusively to ULBC. These proposals and supporting documentation for evaluating such proposals will be maintained by ULBC based on the agency's record retention policy.

Qualifications of proposer (Max 25 pts)

- Experience in performing work similar to requested RFP
- Experience working with public agencies & stability of firm
- References

Qualifications of Personnel (Max 20 pts)

- \circ Qualifications
- Previous experience of personnel

Approach & Understanding (Max 15 pts)

• Overall quality and logic of work / Ability to provide timely And efficient, effective management and janitorial services.

Proposed costs

(Max 30 pts)

Proposed management and janitorial services costs

• Other charges (Special events / Other costs)

Minority

(Max 10 pts)

- MBE/ Minority Owned Business
- WBE/Women Owned Business
- (CDBE) Community Disadvantaged Business Enterprise by Broward County Small Business Development Division

TOTAL (Max 100 pts)



REFERENCES

List three (3) clients during the past ten (10) years for which you provided a comparable amount of goods or services substantially similar to those specified in the solicitation in the spaces provided below. The same client entity shall not be used more than once. Attach additional documentation if necessary.

1.	Company Name:	
	Owner's Name:	
	Description of goods provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
2.	Company Name:	
	Owner's Name:	
	Description of goods provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
3.	Company Name:	
	Owner's Name:	
	Description of goods provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
L		



NON-COLLUSIVE AFFIDAVIT

The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing Request for Proposal (RFP) (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other respondents, or with any official of the Urban League of Broward County, or any employee thereof, or any person, business or corporation under contract with Urban League of Broward County, has paid, or is to pay to any other respondent, or to any of the aforementioned persons, anything of value whatever, and that the bidder has not, directly nor indirectly entered into any arrangement, or agreement, with any other respondent/s which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing RFP.

1. This is to certify that the respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.

2. This is to certify that neither I, nor to the best of my knowledge, information and belief, the respondent, nor any officer, director, partner, member or associate of the respondent, nor any of its employees directly involved in obtaining contracts with Urban League of Broward County, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.

3. This is to certify that the respondent, or any person on his behalf has examined and understands the terms, conditions, scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the RFP submittal.

4. This is to certify that if awarded a contract, the respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, scope of work and specifications and other documents of this solicitation in the following pages of this RFP.

5. This is to certify that the respondent is authorized by the manufacturer(s) to sell all proposed products.

6. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these RFP forms.

PRESIDENT/CEO/AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BUSINESS/COMPANY NAME

MAILING ADDRESS

CITY, STATE, ZIP



E VERIFICATION CERTIFICATION

(referred to herein as

The undersigned does hereby certify that the above named contractor:

Is, or will be, registered with and using the E-Verify system prior to execution of the contract with Urban League of Broward County; or

- 2. Is, or will be, registered with the E-Verify system prior to execution of the contract with Urban League of Broward County, but does not have any employees and does not intend to hire any new employees during the period that the contractor will be providing services under the contract; or
- 3. Is, or will be, registered with the E-Verify system prior to execution of the contract with Urban League of Broward County, but employs individuals who were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the contractor provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

Pursuant to Section 448.095 F.S., if Proposer is selected to enter into a contract with the Urban League of Broward County (ULBC), Proposer and any subcontractors used to carry out the duties and responsibilities outlined in a contract between <u>ULBC</u> and Proposer will register with and use the E-Verify system (E-Verify.gov) to verify the work authorization for newly hired employees. If applicable, selected Proposer(s) must also obtain and retain an affidavit from a subcontractor stating that the subcontractor does not employ, contract with or subcontract with anyone who is not duly authorized to work in the United States.

PRESIDENT/CEO/AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BUSINESS/COMPANY NAME

MAILING ADDRESS

CITY, STATE, ZIP



VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

To avoid a conflict of interest, all vendors who have any financial and/or family/relative relationship(s) with any Urban League of Broward County (ULBC) or Urban League (Consortium) staff member or ULBC Board, ULBC Committee or Consortium member must clearly disclose such a relationship by completing and submitting this form when submitting a bid/submittal/quote/proposal (quote) to Urban League of Broward County. For purposes of this procedure, vendor, contractor, bidder, quoter and subrecipient are the same.

Financial or family relationships with vendors will disqualify a ULBC or Consortium staff member or ULBC Board, ULBC Committee or Consortium member from participating in the discussion and voting to fund proposals and will also disqualify any individual from evaluating proposals.

In the space provided below, please identify any such relationships as defined in Section 112.3143, F.S. or state that none exist at this time. Attach additional sheets as needed.

Name of Person	<u>Relationship To You</u>	<u>Relationship To ULBC</u>
<u>CHECK ONE BELOW:</u>		
Yes, a relationship exi	sts as defined in Section 112.3143, F.S.;	

OR

No, at this time I do not have a relationship as defined in Section 112.3143, F.S.

List any ULBC employee(s), ULBC Committee or Consortium staff member or ULBC Board who own an interest of five percent (5%) or more in the company/ entity name below:

Name of Person

Relationship To ULBC

PRESIDENT/CEO/AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

BUSINESS/COMPANY NAME

MAILING ADDRESS

CITY, STATE, ZIP

TITLE

DATE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, may result in disqualification of your proposal.

ULBC Procurement RFP# 02012024-2



END OF THE PACKAGE