



Urban League of
Broward County

REQUEST FOR PROPOSAL

Urban League of Broward County

RFP# 07012024-2

(PROCUREMENT OF PROFESSIONAL SERVICES)

SERVICES FOR

Audio Visual Production

Issue Date: July 3, 2024

Due Date: July 17, 2024

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The purpose of this RFP is to contract with one (1) Event Décor/Design (Contractor) to provide Event Décor Services outlined herein for the Urban League of Broward County (ULBC), 560 NW 27th Avenue Fort Lauderdale, FL 33311. The period of the engagement is September 21, 2024.

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.

Proposals/bids will be received until **Error! Reference source not found.** at 4:00 p.m. for furnishing the services described herein.

	Estimated Calendar of Events	Date
1	Issue Date	July 3, 2024
2	Pre-Proposal Conference/Discovery Call	TBD
3	Final Technical Questions (Email Questions Only: abrown@ulbcfl.org)	July 10, 2024
4	ULBC Response; Technical Questions https://www.ulbroward.org/	July 12, 2024
5	Proposal Submission Due Date	July 17, 2024
6	Evaluation of Proposal	TBD Internally
7	Evaluation Committee Selection	TBD Internally
8	Notice Released	July 19, 2024
9	Release of Contract Signing	■
10	Contract Signature Deadline	■
11	Estimated Contract Start Date	July 22, 2024

QUESTIONS

Any questions from Respondents concerning this RFP shall be submitted via email, identifying the submitter, to abrown@ulbcfl.org July 17, 2024

1.0 INTRODUCTION AND PURPOSE

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The Urban League of Broward County (ULBC) is soliciting proposals from interested firms and individuals to provide Audio Visual Services 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.

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 all information for this purpose that may be requested. 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.

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4.0 SCOPE OF WORK

4.1 General Statement:

Urban League of Broward County requests proposals for Event Décor 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 Event Décor Services for the 2024 Varsity U Red Gala on Saturday, September 21, 2024.

Exhibit A outlines the services being requested (Statement of Work)

Exhibit B is a list of insurance requirements

Exhibit C is an event concept overview

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. Preferences will be given to **firm** fixed pricing.

6.0 TIMELINE

It is expected that Event Décor Service will begin on Error! Reference source not found.

- RFP Issued Date: July 3, 2024
- RFP Due Date: July 17, 2024
- Notice Released Date: July 19, 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 abrown@ulbcfl.org by the **July 17, 2024**. 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.

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.

8.3 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

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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 abrown@ulbcfl.org.

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

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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, event venue, subcontractors 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.

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

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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 a 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.

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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.
- **Cost**
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 July 17, 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 abrown@ulbcfl.org
- Proposing entities must note on the subject line: RFP#**Error! Reference source not found.** Event Décor Service

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,

- 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,
- does not employ, contract with, or subcontract with an unauthorized alien,

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(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-

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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 tier up to the non-Federal award.

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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
SCOPE OF WORK

Scope of Work: Audio Visual Production Services

1. Project Overview

This project outlines the scope of work for audio-visual (AV) production services for Red Gala], a charitable fundraising event. The objective is to create a visually appealing and acoustically comfortable atmosphere that enhances the dining experience and supports the fundraising goals of the event.

2. Description of Goods and Services

- Lighting Design: Develop a comprehensive lighting design plan that considers the venue space, event type, desired mood and atmosphere, and technical feasibility. This includes specifying lighting equipment types, quantities, placement, and control systems.
- Sound Design: Design a sound system that ensures clear and appropriate audio coverage throughout the venue. This includes selection of speaker types and placement, as well as microphone and mixing equipment needs.
- Staging Design: Develop a stage design concept that complements the overall event theme and functionality. This may involve recommendations for stage size, layout, scenic elements, and audience seating arrangements.

3. Delivery Requirements

- The final design package, including detailed lighting, sound, and staging plans with specifications, will be delivered electronically in at least 30 days prior to the event.
- Hard copies of the design plans will be provided upon request.

4. Quality Assurance

The AV production company will ensure the design plans are technically feasible, adhere to industry best practices, and comply with venue specifications.

5. Compliance and Certifications

The AV production company should have experience working in similar venues and possess relevant industry certifications for lighting, sound, and staging equipment.

6. Pricing and Payment Terms

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Please submit a detailed proposal outlining costs associated with the design services. The proposal should include a breakdown of fees for lighting, sound, and staging design, along with any additional charges.

7. Proposal Submission Requirements

Proposals should be submitted electronically in .pdf] format by July 17, 2024 Proposals should include:

- Company profile and experience in similar projects
- Team member qualifications and relevant experience
- Detailed design approach for lighting, sound, and staging
- References from past clients

8. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience and qualifications of the design team
- Creativity and originality of the design approach
- Understanding of the project goals and target audience
- Completeness and clarity of the design plans
- Cost competitiveness

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EXHIBIT B
PROPERTY DESCRIPTION & DRAWING

INSURANCE REQUIREMENTS

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.

1. **General Liability Insurance:**
 - **Minimum Coverage:** The consultant must carry **commercial general liability (CGL)** insurance with a minimum limit of **\$1 million per occurrence** and **\$2 million aggregate**.
 - **Additional Insured:** The organization should be named as an **additional insured** on the policy.
2. **Professional Liability (Errors & Omissions) Insurance:**
 - **Minimum Coverage:** The consultant must maintain **professional liability insurance** (commonly known as **Errors & Omissions** or **E&O** insurance) with a minimum limit of **\$1 million per claim**.
 - **Coverage Scope:** This insurance protects against claims arising from professional services, advice, or errors made during the engagement.
3. **Automobile Liability Insurance:**
 - **Minimum Coverage:** If the consultant uses vehicles for business purposes, they should carry **auto liability insurance** with a minimum limit of **\$1 million per accident**.
4. **Workers' Compensation Insurance:**
 - **Requirement:** The consultant must comply with all applicable workers' compensation laws.
 - **Coverage:** Workers' compensation provides benefits to employees in case of work-related injuries or illnesses.
5. **Umbrella or Excess Liability Insurance:**
 - **Acceptable:** Umbrella or excess liability policies are acceptable if they follow form over the underlying insurance requirements.
 - **Minimum Limits:** The umbrella/excess policy should provide coverage above the primary liability policies (CGL, auto, etc.) and meet the same minimum limits.
6. **Insurance Carrier Requirements:**
 - **Licensing:** The insurance carriers providing the required coverages must be **licensed in the state** where the consultant is headquartered.
 - **Financial Strength:** Carriers must be rated no lower than "A-" by the most recent **Best's Key Rating Guide**.
 - **Financial Size Category:** The carriers' **Best's Financial Size Category** should be **VIII or higher**, unless otherwise agreed upon.
7. **Proof of Insurance:**
 - The consultant must provide **proof of insurance** before commencing work.
 - The organization reserves the right to verify insurance coverage during the contract term.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: ***** PHONE (A/C No, Ext): (954) ***** FAX (A/C, No): (954) ***** E-MAIL ADDRESS: Amanda.Genneken@bbrown.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : B Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td>INSURER B : A Insurance Company</td> <td style="text-align: center;">15954</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : B Insurance Company	18058	INSURER B : A Insurance Company	15954	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Prospect Bidder ABC NW I-95 Highway Fort Lauderdale FL 33311															

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Professional Liability \$1,000,000 <input checked="" type="checkbox"/> Abuse/Molestation \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2568132	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000					
		MED EXP (Any one person) \$ 5,000					
		PERSONAL & ADV INJURY \$ 1,000,000					
		GENERAL AGGREGATE \$ 2,000,000					
PRODUCTS - COMP/OP AGG \$ 2,000,000							
							Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2568132	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
		BODILY INJURY (Per person) \$					
		BODILY INJURY (Per accident) \$					
		PROPERTY DAMAGE (Per accident) \$					
		\$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB868917	06/30/2023	06/30/2024	EACH OCCURRENCE \$ 1,000,000
		AGGREGATE \$ 1,000,000					
		\$					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4212562	01/23/2023	01/23/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
		E.L. EACH ACCIDENT \$ 1,000,000					
		E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
A	Directors & Officers, Employment Practices, Fiduciary			PHSD1796331	06/30/2023	06/30/2024	Directors & Officers 1,000,000
		Employment Practices 2,000,000					
		Fiduciary Liability 1,000,000					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Carrier A: Sexual or physical abuse or molestation vicarious liability Limit each occurrence \$1,000,000/aggregate \$1,000,000

CERTIFICATE HOLDER Urban League of Broward County 560 NW 27th Avenue Fort Lauderdale FL 33311	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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EXHIBIT C



EVENT DETAILS

SATURDAY
 SEPTEMBER 21

DIPLOMAT BEACH
 RESORT & SPA
 HOLLYWOOD, FL

EVENT THEME

VARSITY U

This year's Gala celebrates the very essence of a campus life—a place where minds are sharpened, lifelong friendships are forged, and the leaders of tomorrow are nurtured.

EVENT ELEMENTS

- LIVE ENTERTAINMENT
- SILENT AUCTION
- FORMAL AWARD CEREMONY



PROPOSAL DEADLINE
 JULY 17, 2024

SUBMIT TO
 ALICA BROWN
 ABROWN@ULBCFL.ORG

THE BANNER AVAILABLE THROUGH THIS DOCUMENT IS COPYRIGHTED BY THE URBAN LEAGUE AS AN INSTITUTION AND EDUCATIONAL SOURCE. ONLY PHOTOGRAPHERS WHOSE WORKS HAVE BEEN CREDITED WITH AN ART CREDIT BY THE URBAN LEAGUE.

EVENT SCHEDULE

6:30 PM - 7:30 PM
 HONOREE RECEPTION
 100 PERSONS

7:00 PM - 8:00 PM
 GENERAL RECEPTION
 350 PERSONS

8:00 PM - 11:00 PM
 AWARD CEREMONY
 700 PERSONS



EVENT CONCEPT OVERVIEW

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Urban League of Broward County (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 their organization to be a minority owned business.
- * Contractor ___ **IS** ___ **IS NOT** certified as a **Community Disadvantaged Business Enterprise (CDBE)** by **Broward County Small Business Development Division**
- * Contractor ___ **DOES** ___ **DOES NOT** consider their organization to be a women or minority owned business (WBE/MBE)

Optional Information: Minority contractors are encouraged to submit bids.

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REFERENCES

List three (3) clients during the past ten (5) 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:	

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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 whereby the respondent, in order to induce the acceptance of the foregoing RFP by the 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

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E VERIFICATION CERTIFICATION

NAME OF VENDOR/CONTRACTOR: _____ (referred to herein as "Contractor")

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 ULBC 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

BUSINESS/COMPANY NAME

NAME (PRINT OR TYPE)

MAILING ADDRESS

TITLE

CITY, STATE, ZIP

DATE

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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.

<u>Name of Person</u>	<u>Relationship To You</u>	<u>Relationship To ULBC</u>
_____	_____	_____
_____	_____	_____

CHECK ONE BELOW:

_____ Yes, a relationship exists 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:

<u>Name of Person</u>	<u>Relationship To ULBC</u>
_____	_____
_____	_____

PRESIDENT/CEO/AUTHORIZED SIGNATURE

BUSINESS/COMPANY NAME

NAME (PRINT OR TYPE)

MAILING ADDRESS

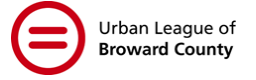
TITLE

CITY, STATE, ZIP

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.

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END OF THE PACKAGE