

## **REQUEST FOR PROPOSAL**

## **Urban League of Broward County**

RFP# 02212025-1 (PROCUREMENT OF PROFESSIONAL SERVICES)

## **SERVICES FOR**

**Audit Services** 

Issue Date: February 21st, 2025

Due Date: March 28th, 2025

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#### INTRODUCTION

The Urban League of Broward County Founded in 1975 as an affiliate of the National Urban League, a 501(c)(3) tax-exempt, nonprofit organization authorized in the State of Florida. The Urban League of Broward County is a community-based organization dedicated to empowering communities and changing lives in the areas of education, entrepreneurship, jobs, justice, housing, and health.

#### 1. PURPOSE OF RFP

#### 1.1. STATEMENT OF PURPOSE

The purpose of this Request for Proposal (RFP) is to contract with one (1) Audit Services (Contractor) to provide services outlined herein for the Urban League of Broward County (ULBC). For consideration, proposals for this project must contain evidence of the Proposer's experience and capabilities in the specified area and other disciplines directly related to the proposed service.

#### 1.2 CONTRACTING RESULTING FROM RFP

This REQUEST FOR PROPOSAL Solicitation Number: (02212025-1referred hereinafter as the "RFP") is designed to secure a contract from a company that will provide the services described in this RFP. The Urban League Broward County intends to enter a contract for services from a single Contractor.

#### 1.3 PERIOD OF PERFORMANCE

The contract term or period of performance shall be within (3) three months of the executed contract. The option terms may be exercised by ULBC, at its sole discretion, with prior written notice to the Contractor.

The ULBC reserves the right to make any, and all determinations exclusively which it deems necessary to protect the best interests of its organization, programs, and the communities who are served by ULBC either directly or through any one of its subcontractors. All proposers must be willing to negotiate a contract based on these terms, as applicable. Additional contractor terms and conditions will be incorporated into the final contract based on our legal counsel review.

#### 1.4 CONFLICT OF INTEREST

ULBC and its employees, representatives, or agents are bound by federal CFR 200.318, state regulations, and/ or the ULBC Conflict of Interest policy. All proposers must disclose in their Conflict-of-Interest Disclosure the name of any officer, director, or agent who is affiliated with ULBC as an employee, board member, provider, or other stakeholder. All proposers must also disclose the name of any stakeholder who owns, directly or indirectly, any interest in the proposer's business or any of its branches. Additionally, all proposers must disclose any business relationships or family ties with any officer, director, subcontractor, contracted provider, or employee of ULBC.

#### 2. SCOPE OF WORK

#### 2.1 General Statement:

Urban League of Broward County (ULBC) requests proposals for **Audit Services** for all activities and any other allocations provided to the Urban League of Broward County.

#### 2.2 Scope of Work Summary

ULBC is soliciting the services of qualified firms of Certified Public Accountants to audit its financial statements for the fiscal year ending June 30, 2025 (Year 1). The contract will contain five (5) one-year renewal options for the fiscal years ending June 30, 2026, through 2029 (Years 2 through 5). These audits are to be performed under the provisions contained in this Request for Proposal.

#### **Board Audit Procurement and Rotation Policies**

- It is the policy of the Board of Directors of ULBC to issue competitive solicitation for auditing services every five (5) years.
- The Board reserves the right to issue a competitive solicitation for audit services at any time if the audit firm retained fails to perform satisfactorily.
- Auditor rotation is mandated every five (5) years.

#### **Terms of Engagement**

A contract totaling five (5) years is contemplated, subject to:

- Recommendation by the audit committee
- Approval by the Board of Directors
- Annual review of performance

#### Scope of Work to be Performed

ULBC requires the auditor to:

- Express an opinion on the fair presentation of its financial statements in conformity with generally accepted accounting principles.
- Perform compliance audits required by State and Federal authorities.

#### **Auditing Standards to be Followed**

ULBC's audits shall be performed in accordance with:

- Generally Accepted Auditing Standards (GAAS) as set forth by AICPA
- Provisions set forth in OMB Circular A-133
- Section 215.97 of the Florida Statutes
- Chapter 10.650 of the Rules of the Auditor General (Florida)

#### Reports to be Issued

#### **Auditor's Reports**

- Report on the fair presentation of financial statements in conformity with GAAP.
- Reports as required by the Florida Single Audit Act and OMB Circular A-133.
- Preparation of IRS Form 990 "Return of Organization Exempt From Income Tax" on behalf of ULBC.

#### **Management Letter**

• The auditor shall communicate, in a management letter, any internal control structure items not deemed reportable conditions.

#### Report to the Board of Directors

The auditor must ensure the Board of Directors is informed of the following:

- Auditor's responsibility under GAAS
- Significant changes in accounting policy
- Management judgments and accounting estimates
- Significant audit adjustments
- Other information in documents containing audited financial statements
- Disagreements with management
- Management consultations with other accountants
- Major issues discussed with management before retention
- Difficulties encountered in performing the audit
- Reportable conditions found in the audit
- Irregularities and illegal acts

The auditor must make an immediate, written report of all irregularities and illegal acts to the Chair and Treasurer of the Board.

#### **Working Paper Retention and Access to Working Papers**

- All working papers and reports must be retained for at least seven (7) years from the conclusion of each audit unless notified otherwise in writing by ULBC.
- The auditor must make working papers available to ULBC, State, or Federal auditors upon request.
- The firm must respond to reasonable inquiries from successor auditors and allow them to review relevant working papers.

#### **Technical Assistance**

The audit firm is expected to provide technical assistance throughout the contract period to ULBC staff.

#### **Description of ULBC**

#### Name of Contact Person

The auditor's principal contact at ULBC will be the VP of Finance and Administration, who will coordinate assistance provided by ULBC.

#### **Background Information**

- ULBC is a private, nonprofit organization established 50 years ago to assist African Americans and other disenfranchised groups in achieving social and economic equality.
- ULBC's fiscal year runs from July 1 to June 30.
- Payroll totals approximately \$4.3 million with a staff of about 72 employees.
- Accounting and financial reporting functions are centralized.
- ULBC has two subsidiaries: Urban Ventures and Central County Community Development Corporation (CCCDC).
- 60% of funding comes from Federal, State, and County sources, with additional revenue from foundations, corporate contributions, rental income, and special events.
- More details can be found on ULBC's website: www.ulbroward.org.

#### **Budgetary Basis of Accounting**

ULBC prepares its budget on an accrual basis, consistent with GAAP.

#### **Pension Plans**

ULBC maintains a 401(k)-pension plan.

#### **Overview of Finance Operations**

- The finance department, led by the VP of Finance and Administration, consists of five employees.
- Two employees support AR and invoicing within the Data and Billing Integrity Unit (DBIU).
- Two employees manage payroll, AP functions, administrative tasks, and facilities/fleet management.
- Prior year audit reports are included as Exhibit A. Additional years can be provided upon request.

#### **Time Requirements**

#### **Audit Commencement**

- The audit will begin in September 2025, following the fiscal year-end.
- The selected firm will establish an audit schedule with ULBC staff.

#### **Date Final Report is Due**

• The final audit report for fiscal year 2025 is due no later than the end of October 2025.

#### Assistance to be Provided to the Auditor and Report Preparation

#### **Finance Department and Clerical Assistance**

- ULBC finance staff and management will be available to assist auditors with information, documentation, and explanations.
- ULBC staff will prepare confirmations unless otherwise directed by the audit firm.

• All requests should be communicated to the VP of Finance & Administration, who will delegate duties to ensure timely completion while maintaining daily operations.

#### **Preparation of Statements and Schedules**

• ULBC staff will prepare financial statements, schedules, and notes as agreed in the client assistance request.

#### 3. RFP PROCESS & GENERAL INFORMATION

#### 3.1 CALENDAR OF EVENTS

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

Proposals/bids will be received until March 28th, 2025 for furnishing the services described herein.

	<b>Estimated Calendar of Events</b>	Date
1	RFP Issue Date	February 21st, 2025
2	Final RFP Questions (Email Questions Only: Procurement@ulbcfl.org)	March 25 <sup>th,</sup> 2025,
3	ULBC Response; Technical Questions <a href="https://www.ulbroward.org/">https://www.ulbroward.org/</a>	March 26th, 2025
4	Proposal Submission Due Date	March 28th, 2025
5	Evaluation of Proposal	April 4 <sup>th</sup> -17 <sup>th</sup> 2025
6	Evaluation Committee Selection	April 18 <sup>th</sup> 2025
7	Proposal Section Release	April 25 <sup>th</sup> 2025
8	Release of Contract Signing	May 9th, 2025
9	Final Execution Contract Signature Deadline	May 16 <sup>th</sup> 2025
10	Estimated Contract Start Date	September 2025

#### 3.2 CONE OF SILENCE/ PROHIBITED COMMUNICATIONS

Effective as of the issuance of this RFP and continuing through the 24-hour period following ULBC's award to a proposer, no proposer, or anyone representing a proposer, entity, or other organization, shall contact or discuss this RFP with any ULBC official, Board member, employee, or anyone other than the agency contact named in this RFP. Additionally, no proposer, or anyone representing a proposer, entity, or other organization, shall contact or discuss this RFP with any proposer engaged by ULBC to assist in preparing the RFP documents or any cost estimate related to this procurement. Violation of this prohibition may result in disqualification of the proposer, even if the contract has already been awarded.

#### 3.3 **QUESTIONS**

Any questions from Proposers concerning this RFP shall be submitted via email, identifying the submitter, to <a href="Procurement@ulbefl.org">Procurement@ulbefl.org</a> by the specified date 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 <a href="https://www.ulbroward.org/">https://www.ulbroward.org/</a> and/or by email. It is the prospective Proposer's responsibility to check their email and the website for updates.

#### 3.4 ADDENDA

The Urban League of Broward County has the absolute right to cancel, amend, modify, supplement, or clarify this RFP at any time in its sole discretion. If any revisions become necessary or appropriate, as determined in the sole discretion of the ULBC or any addendum issued by the ULBC, will be posted to the ULBC website or sent to the prospers email. All Proposers should contact ULBC for changes to this RFP on the website before the RFP deadline to ascertain whether any addenda have been issued or email <a href="mailto:procurement@ulbcfl.org">procurement@ulbcfl.org</a>. Failure to do so could result in a determination that the Proposer is non-responsive.

#### 3.5 COMPLIANCE WITH LAWS/RULES/REGULATIONS

The Successful Proposer shall for itself, and it shall cause each of its employees, agents, representatives, contractors, and subcontractors to continuously comply with all federal, state, and local laws, rules, regulations, codes, ordinances, statutes and orders of any public authority bearing on the performance of the awarded Contract by Proposer. The Successful Proposer shall ensure throughout the duration of the Contract that it, and all its contractors, shall be properly licensed and certified, as applicable, continuously throughout the duration of all work performed and services provided in accordance with the resulting Contract. All such licensing and certification shall be at the sole cost of each contractor and subcontractor. Upon request, Proposer shall furnish to the ULBC copies of any licenses, permits or certifications required to comply with any law, rule, regulation, code, ordinance, statute, and order referenced herein.

#### 3.6 PUBLIC RECORDS

Pursuant to Chapter 119, Florida Statutes, all documents submitted in response to this Request for Proposals (RFP) are public records and may be disclosed upon request after the contract award. By submitting a proposal, the proposer acknowledges that ULBC must comply with public records requests and cannot guarantee the confidentiality of submitted materials except as allowed by law.

#### 3.7 ACCEPTANCE/REJECTION OF PROPOSALS AND WAIVER OF IRREGULARITIES

The ULBC reserves the right to reject all Proposals, and/or to re-advertise, to waive any defects, irregularities, informalities or technicalities therein, to negotiate Contract terms with the successful Proposer, to disregard all nonconforming or non-responsive parts of a Proposal, or to accept any Proposal which, in the ULBC's sole judgment will best serve its interests. The ULBC may supplement, amend, modify, and/or expand the solicitation requirements, accept Proposals from one or more Proposers, in whole or in part, and award only a portion of this solicitation. The ULBC reserves the right to cancel this RFP solicitation at any time without any liability and to cancel the award of any Contract at any time before execution of said Contract by all parties without any liability to the ULBC. In consideration of the ULBC's evaluation of submitted Proposals, the Proposer, by submitting its Proposal, expressly waives any claim for damages, of any kind whatsoever, in the event the ULBC exercises its rights.

#### 3.8 DISQUALIFICATION

The Proposal and the Proposer shall be disqualified if:

- 1. The Proposer or affiliate has been placed in the discriminatory vendor list pursuant to Section 287.134, Florida Statutes.
- 2. The Proposer or affiliate has been placed on the federal suspension and debarment list.
- 3. The Proposer or affiliate has not complied with an official order of any agency of the State of Florida to repay disallowed costs incurred during its conduct or projects or services.
- 4. The Proposer or affiliate has failed to perform any contractual obligation with the ULBC in a manner. satisfactory to the ULBC; or has failed to correct unsatisfactory performance to the satisfaction of the ULBC.
- 5. The Proposer or affiliate had a contract terminated by the ULBC, by any other ULBC, State agency or Federal agency.
- 6. The Proposer or affiliate or any of its staff make contact in violation of the provisions of the Cone of Silence as set forth in Section 2.2 above.
- 7. The Propose or affiliate or any of its staff have participated in the development of the RFP documents for this Solicitation.

#### 3.9 NOTICE OF CONTRACT AWARD

The ULBC anticipates awarding a single Contract to the responsible and responsive Proposer whose Proposal is determined, in writing, to be the most advantageous to the ULBC, taking into consideration the price and the other criteria set forth in this RFP. ULBC will email Successful Proposer. If the notice of award is delayed, in lieu of posting the notice of intended award, the ULBC will post or email a notice of the delay and a revised date for posting the notice of intended award.

#### 3.10 GRIEVANCES AND DISPUTES

The protest procedures set forth in Chapter 120, Florida Statutes, do NOT apply to the ULBC or to this RFP. By submitting a Proposal herein, the Proposer shall comply with the following ULBC Grievance Policy for this RFP.

#### 3.11 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 Procurement@ulbcfl.org. [68]

#### 3.12 PRE-CONTRACTUAL EXPENSES & COST OF PREPARATION

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.

#### 3.13 SALES TAX

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

#### 3.14 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 B). The required proof of insurance must comply with all requirements of the standards as shown in Exhibit B and must be provided with the proposal.

#### 4. EVALUATION CRITERIA AND RATING

#### 4.1 EVALUATION AND SCORE METHODOLOGY

Evaluation of the Proposer's qualifications shall include:

Proposal Evaluation Criteria	<b>Maximum Points</b>
Profile and Summary of Qualifications (ability, capacity, skill, years of service in relevant audit industry, provers experience, financial and other necessary resources to perform the work)	25
Proven understanding of the requested work, description of sufficient and qualified staff for the requested work and percentage of time designated for assigned staff to accomplish the requested work, references & Experience with similar projects	25
General Description of the Scope of Work Proposed Solution Approach to Meeting Scope of Services Requirements Project Management Approach - Project Work plan & Project Deliverables	25
Cost – Budget/fee structure Proposal offered any value-added functionality, products, or services as part of the proposal that demonstrates added value that could enhance audit's effectiveness	25
Total	100

Each proposal/bid received will be evaluated based on the above criteria. Proposal/bids received after the deadline will not be opened. Proposal/bids opened and subjected to the criteria 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.

#### 4.2 QUALIFICATIONS

The Proposer must show to the complete satisfaction of Urban League of Broward County that it has the necessary facilities, capacity, ability, and financial resources to provide the services specified herein in a satisfactory manner.

ULBC reserves the right to reject any offer if the evidence submitted by, or investigation of, the Proposer fails to satisfy ULBC that the Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

#### 5. RFP SUBMISSION PROCESS & INSTRUCTIONS

#### 5.1 PROPOSAL CONTENT

The Proposal Narrative must demonstrate the proposer's capability to implement the proposed project under the provisions of this RFP. The narrative must provide a comprehensive framework and description of all aspects of the proposed project. It must be succinct, self-explanatory, and well-organized so that reviewers can understand the proposed project.

#### **5.2 PROPOSAL FORMAT**

- PDF Document.
- Page limit: could be up to **3-three** single-sided 8.5 x 11-inch pages. Any materials beyond the specified page limit will not be read or considered. Attachments will be excluded from the page limit.
- Formatting: Double-spaced; Times New Roman 12 pt. font, and 1-inch margins.
- Applicants must number the Proposal Narrative beginning with page number 1.
- In addition to the Proposal Narrative, the proposer may submit attachments (proposal budget, financial statements, references, reports and evidence of past performance, any additional information that supports your proposal not mentioned in above categories).
- All attachments must be clearly labeled as Attachments. Attachments will be excluded from the page limit. Applicants must submit their proposals and documents in one package, because documents received separately will be tracked separately and will not be attached to the application for review.

#### 5.3 PROPOSAL SUBMISSION

Proposal deadline: Proposals must be received no later than the specified date in the Calendar of Events 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 proposal submissions to the ULBC at Procurement@ulbcfl.org
- Email subject line: RFP#02212025-1 Audit Services
- Completed Document Submissions
  - o RFP cover sheet
  - o Proposal Checklist
  - o Summary of Qualifications
  - Cost Analysis Template

The Proposer must sign and have notarized the Affidavit of Non-collusion, Certification regarding debarment, and suspension. Federal money may potentially be used to pay for all or part of the work of the Contract, therefore the Proposer certifies that it complies with federal requirements on debarment, suspension, ineligibility, and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. The Proposer certification is a material representation upon which the Contract award will be based.

#### 5.4 PROPOSAL SPECIFIC REQUIREMENTS

Proposers are required to submit the following items as a complete proposal:

• **A brief narrative statement** as to the proposer's qualifications to perform the work listed in the Statement of Work. This narrative must address the following:

#### **Section 1: Table of Contents**

Include a clear identification of the material by section and by page number.

#### **Section 2: Profile and Summary of Qualifications**

- Company Information: Company name, address, e-mail, telephone and fax numbers, and the name of the primary contact person.
- Give an overview of your organization's qualifications relevant to the purpose. Include information about past projects, years in, certifications, areas of expertise and any other information you would like to be considered.
- Staff Profile and Capabilities: Describe the qualifications of key staff and service delivery team that will be working on this project and how they will coordinate services with designated ULBC staff.
- The Proposal Narrative must contain a statement of qualifications and experience including documentation of performance of services with organizations/companies of similar size and complexity. Describe company experience in similar projects, proof of financial stability.

#### **Section 3: General Description of the Scope of Work**

- **Briefly** state the understanding of the proposer regarding the work to be done and make a positive commitment to perform the work.
- **Briefly** discuss how you will meet each of the services desired as described in the Scope of Services. Must provide proof of experience providing similar services as requested through this RFP. Include evidence of the ability to work within tight time constraints.

#### **Section 4: References (See Attachment-3)**

• List three (3) client references, during the past five (5) years where the client can document the services provided and your company's experience. References should verify performance, quality of work provided and overall client satisfaction. Complete References Sheet.

#### **Section 5: Cost Analysis /Fee Structure**

- A proposed fee structure for the project and for all work to be performed including any costs from any
  anticipated subcontractors or vendors. If the proposer is to use additional subcontractors or vendors,
  those sub-contractors must be disclosed and the services to be provided and costs need to be
  separated and explained.
- NOTE: It is not the intent of this Request for Proposal to solicit overly long responses. Nevertheless, it is important that the contractor's experiences and expertise be adequately described.

#### 5.5 PROPOSAL FEE

Give the proposed compensation amount for the deliverables. The proposed fee structure, including billing rates, hourly rates, reimbursable expenses, etc., may be given to fixed pricing firms.

#### 6. NOTICE FOR PROPOSER

6.1 Terms & Conditions Federal Procurement Compliance

Urban League of Broward County (ULBC) seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the "Uniform Guidance". All vendors submitting proposals must complete this certification form regarding the vendor's willingness and ability to comply with certain requirements which may be applicable to specific ULBC purchases using federal grant funds. For each of the items below, the Vendor will certify its agreement and ability to comply, where applicable, by having the vendor's authorized representative check and initial the applicable boxes and sign the acknowledgement at the end of this form. If a vendor fails to complete any item of this form, Urban League of Broward County will consider and may list the response, as the vendor is unable to comply. A "No" response to any of the items below may impact the ability of Urban League of Broward County to purchase from the vendor using federal funds.

## 1. Violation of Contract Terms and Conditions Provisions regarding vendor default are included in the 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. Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_ 2. 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 services delivered to the ULBC prior to the termination and not otherwise returned in accordance with the vendor's return policy. If ULBC has paid the vendor for services not yet provided as the date or termination, the vendor shall immediately refund such payment(s). If an alternate provision for termination of a ULBC's purchase for cause and convenience, including how 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. Yes, I agree \_\_\_\_\_ No, I disagree \_\_\_\_\_ Initials \_\_\_\_\_ 3. Equal Employment 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. Yes, I agree No, I disagree Initials

#### 4. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 0MB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3CFRPart 1966Comp. p. 189) and 12689 (3CFRPart 1989Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that the vendor is not current listed and further agrees to immediately notify Urban League of Broward County and all agencies 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.

Yes, I agree	No, I disagree	Initials
5. General Com	<u>pliance</u>	
In addition to the	e foregoing specific requ	irements, the vendor agrees, in accepting any purchase order from the Urban
League of Browa	ard County, it shall make	a good faith effort to work with ULBC to provide such information and to
satisfy requireme	ents as may apply to a pa	rticular purchase or purchases including, but not limited to, applicable record
keeping and reco	ord retention requiremen	S.
Yes, I agree	No, I disagree	Initials
By signing below	w, I certify that the infor	nation in this form is true, complete, and accurate and that I am authorized
by my company	to make this certification	and all consents and agreements contained herein.
Signature:		
<b>Printed Name:</b>		
Title:		
<b>Company Name</b>	e:	
Date:		

#### **EXHIBIT A**

## AUDIT FOR PRIOR FISCAL PERIOD – Y/E JUNE 30<sup>TH</sup>, 2024

## SEE ATTACHED

#### **EXHIBIT B**

#### INSURANCE REQUIREMENTS

#### Requirements

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

#### 1. Professional Liability (Errors & Omissions) Insurance:

- o Minimum Coverage: The proposer 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.

#### 2. Workers' Compensation Insurance:

- o **Requirement**: The proposer must comply with all applicable workers' compensation laws.
- o **Coverage**: Workers' compensation provides benefits to the vendors' employees in case of work-related injuries or illnesses, if the vendor's workers were to visit the client's premises.
- o **Minimum Limits**: The umbrella/excess policy should provide coverage above the primary liability policies (CGL, auto, etc.) and meet the same minimum limits.

#### 3. **Proof of Insurance**:

- o The proposer must provide **proof of insurance** before commencing work.
- o The organization reserves the right to verify insurance coverage during the contract term.

#### **EXHIBIT B**

## **INSURANCE REQUIREMENTS**

Ą	CORD C	ER	TIF	ICATE OF LIAI	BILI	TY INSU	JRANC	E [		MM/DD/YYYY) /10/2024	
В	HIS CERTIFICATE IS ISSUED AS A MA' ERTIFICATE DOES NOT AFFIRMATIVE ELOW. THIS CERTIFICATE OF INSUR, EPRESENTATIVE OR PRODUCER, ANI	LY O	R NE	GATIVELY AMEND, EXTEN ES NOT CONSTITUTE A CO	ND OR	ALTER THE	COVERAGE A	AFFORDED BY THE POL	ICIES		
lf	MPORTANT: If the certificate holder is SUBROGATION IS WAIVED, subject to is certificate does not confer rights to	the	terms	and conditions of the po	licy, ce	rtain policies					
	DUCER	uio (		oute fronter in flow of outer	CONTA						
	wn & Brown of Florida, Inc.				NAME: PHONE	_ (954) • •		FAX (A/C, No):	(954) •		
	1 W Cypress Creek Rd				PHONE (A/C, No E-MAIL	Amanda (	Genneken@bb		(,		
	e 130				ADDRE	33.		Mile Control of the Control			
	Lauderdale			FL 33309		0.1		RDING COVERAGE		NAIC # 18058	
	RED			1 2 33300	INSURER A: B Insurance Company INSURER B: A Insurance Company					15954	
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	THE PARTY OF THE P			NUMBER: 23-24 Master				REVISION NUMBER:			
C	HIS IS TO CERTIFY THAT THE POLICIES OF I DICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERTI (CLUSIONS AND CONDITIONS OF SUCH PO	REME	NT, T	ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE	CONTRA	ACT OR OTHER	DOCUMENT OF THE PROPERTY OF TH	WITH RESPECT TO WHICH T	HIS		
NSR LTR	TYPE OF INSURANCE		WVD	POLICY NUMBER		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMIT	rs		
	COMMERCIAL GENERAL LIABILITY					,		EACH OCCURRENCE	s 1,00	0,000	
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	s 1,00	0,000	
	➤ Professional Liability \$1,000,000							MED EXP (Any one person)	\$ 5,00		
A	Abuse/Molestation \$1,000,000			PHPK2568132		06/30/2023	06/30/2024	PERSONAL & ADV INJURY	\$ 1,00		
								GENERAL AGGREGATE	\$ 2,00		
	PRO- POLICY PRO- JECT LOC								\$ 2,00		
								PRODUCTS - COMP/OP AGG Employee Benefits	\$ 1,00		
_	OTHER: AUTOMOBILE LIABILITY	_						COMBINED SINGLE LIMIT	\$ 1,00	A STATE OF THE STA	
								(Ea accident) BODILY INJURY (Per person)	\$ 1,00	0,000	
A	OWNED SCHEDULED			PHPK2568132		06/30/2023	06/30/2024		75		
~	AUTOS ONLY AUTOS NON-OWNED			PHPK2300132		06/30/2023	00/30/2024	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$		
	AUTOS ONLY AUTOS ONLY							(Per accident)	\$		
_	2 4 11112221 4 1112	_	_						\$	0.000	
	✓ UMBRELLA LIAB     ✓ OCCUR			DI II I DOGGO 47			0010010004	EACH OCCURRENCE	\$ 1,00		
A	EXCESS LIAB CLAIMS-MADE			PHUB868917		06/30/2023	06/30/2024	AGGREGATE	\$ 1,00	0,000	
	DED X RETENTION \$ 10,000								\$		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N							➤ PER STATUTE OTH-			
В	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	A TWC42125	TWC42125	TWC4212562	01	01/23/2023	01/23/2024	E.L. EACH ACCIDENT	\$ 1,00	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,00			
_	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,00		
	Directors & Officers, Employment							Directors & Officers		0,000	
A	Practices, Fiduciary			PHSD1796331		06/30/2023	06/30/2024	Employment Practices		0,000	
								Fiduciary Liability	1,00	0,000	
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICLI rier A: Sexual or physical abuse or molestati			THE PERSON NAMED AND ADDRESS OF THE PERSON NAMED AND ADDRESS O	•						
CEF	RTIFICATE HOLDER				CANC	ELLATION					
	Urban League of Broward Count 560 NW 27th Avenue	у			ACC	EXPIRATION D	ATE THEREO	SCRIBED POLICIES BE CAN F, NOTICE WILL BE DELIVER Y PROVISIONS.		BEFORE	
								and the same of th			
	Fort Lauderdale			FL 33311	l			1000			

Urba

#### **EXHIBIT C** (W9) SAMPLE ONLY

Visit: Form W-9 (Rev. March 2024) (irs.gov)

(Rev. March 2024) Department of the Treasury

#### Request for Taxpayer **Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

1	Name of entity/individual. An entry is required. (For a sole proprietor or dentity's name on line 2.)	fisregarded entity, enter the	owner's n	ame on line	1, and	enter the	e bus	iness/di	sregard
2	Business name/disregarded entity name, if different from above.								
page	Check the appropriate box for federal tax classification of the entity/indiconly one of the following seven boxes.  Individual/sole proprietor  C corporation  S corporat  LLC. Enter the tax classification (C = C corporation, S = S corporation)	tion Partnership on, P = Partnership)	Trus	st/estate	se	emptions rtain enti e instruct opt payee	ties, r	not indivi on page	duals;
struction	Note: Check the "LLC" box above and, in the entry space, enter the classification of the LLC, unless it is a disregarded entity. A disregard box for the tax classification of its owner.		Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)						
Specific Instructions on	Other (see instructions)  If on line 3a you checked "Partnership" or "Trust/estate," or checked "Land you are providing this form to a partnership, trust, or estate in whits box if you have any foreign partners, owners, or beneficiaries. See is	nich you have an ownership			+	oplies to outside t			
\$ 5	Address (number, street, and apt. or suite no.). See instructions.		Reques	ster's name	and ad	idress (op	tions	ıl)	
6	City, state, and ZIP code								
	List account number(s) here (optional)								
art I	Taxpayer Identification Number (TIN)								
ident i ities, i		number (SSN). However, or Part I, later. For other a number, see <i>How to ge</i>	for a et a	Or Employe	]-		- numb	ber	
	he account is in more than one name, see the instructions for line To Give the Requester for guidelines on whose number to enter.	e 1. See also What Name	and		-				
art II	Certification								
der pe	enalties of perjury, I certify that:								
am no Service	unber shown on this form is my correct taxpayer identification nu ot subject to backup withholding because (a) I am exempt from be e (IRS) that I am subject to backup withholding as a result of a fa ger subject to backup withholding; and	backup withholding, or (b)	I have	not been n	otified	by the	Inter		
am a	U.S. citizen or other U.S. person (defined below); and								
The FA	ATCA code(s) entered on this form (if any) indicating that I am exe	empt from FATCA reporting	ng is con	rect.					
cause quisitio	tion instructions. You must cross out item 2 above if you have bee you have failed to report all interest and dividends on your tax return on or abandonment of secured property, cancellation of debt, contri n interest and dividends, you are not required to sign the certification	n. For real estate transacti butions to an individual re	ons, iten	n 2 does no arrangeme	ot app	ly. For m A), and,	ortg	age inte rally, pa	rest pa
gn ere	Signature of U.S. person		Date						
ene	eral Instructions	New line 3b has b							

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

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

#### What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

required to complete this mile to indicate that it has a meter or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Form W-9 (Rev. 3-2024)

#### **ATTACHMENT - 1**

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 services at the price indicated in the Proposal.

Business Name and Address:	
<del></del>	Date:
FEI/FIN No	
Telephone Number: ()	
FAX Number: ()	
E-mail Address:	
President/CEO/Authorized Signature in Blue Ink:	
Printed Name:	Printed Title:

Please submit supporting documentation and certifications for all applicable classifications.

### ATTACHMENT - 2 SUMMARY OF QUALIFICATIONS

Summary of qualifications, and business requirements, must be met and certified to be considered responsible and responsive. The completed Summary of qualifications form MUST be submitted with your response.

Number of years your company has been in business	
as a licensed contractor?	
References of similar projects, size and complexity,	
locations, and dates of completion, and contact	
name/phone number has been provided?	
Has this company ever failed to complete work	
awarded to it? If yes, where, when and why?	
Will this company be using subcontract labor? If yes,	
name of primary subcontractor.	
Does this company have the equipment needed to	
perform this work?	
Will this company need to rent additional equipment?	
Will this company follow federal funding	
requirements identified in 2 CFR Chapter 2, Part	
200?	
Is the company certified to work on the project right	
of way? g	
Attached Narrative & Written Description Qualification	ns of Company:
Transfer Training & William Description Qualification	is of company.
Attached Company Brochure or Fact Sheet (if available	e).
1 7	,
Contractor's License # Expiration Date:	
Insurance limits:	
Workmen's Compensation - limit per accident	\$
Comprehensive General Liability - limit per	\$
occurrence	
Business and Automotive liability limit per	\$
occurrence	
Other:	\$
Is this company a subsidiary? If yes, name of Parent	
company.	
Names of principals or officers of Parent Company, if	
any: Name Title	
Names of principals or officers of Primary	
Subcontractor, if any:	

## ATTACHMENT - 3 REFERENCES

List three (3) clients during the past five (5) years for which you provided a comparable amount of 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 services provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
2.	Company Name:	
	Owner's Name:	
	Description of services provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	
3.	Company Name:	
	Owner's Name:	
	Description of services provided:	
	Contract Amount:	
	Start and End Date of Contract:	
	Contact Person:	
	Address:	
	Telephone Number:	
	Email Address:	

#### **ATTACHMENT - 4**

#### 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 Proposer), 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 proposers, 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 proposer, 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 proposer, 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 proposer/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 proposer, 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 proposer, nor any officer, director, partner, member or associate of the proposer, 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 proposer, 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 all exceptions have been noted in writing and have been included in the RFP submittal.
- 4. This is to certify that if awarded a contract, the proposer 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 proposer 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 the information that is required of these RFP forms.

PRESIDENT/CEO/AUTHORIZED SIGNATURE	BUSINESS/COMPANY NAME
NAME (PRINT OR TYPE)	MAILING ADDRESS
TITLE	CITY, STATE, ZIP
DATE	

# **ATTACHMENT - 5**<u>E VERIFICATION CERTIFICATION</u>

	E OF VENDOR/CONTRACTOR: tractor")	(referred to herein as
	ndersigned does hereby certify that the above-named contr	ractor:
	will be, registered with and using the E-Verify system price	or to execution of the contract with Urban League of Broward County;
or 2.		to execution of the contract with Urban League of Broward County, behire any new employees during the period that the contractor will be
3.		to execution of the contract with Urban League of Broward County, immencement of providing labor on the contract and does not intend to ractor will be providing labor under the contract.
contra		For newly hired employees is an ongoing obligation for so long as the rece eligibility of all newly hired employees will be properly verified
(ULBC <u>ULBC</u> hired	C), Proposer and any subcontractors used to carry out and Proposer will register with and use the E-Verify semployees. If applicable, selected Proposer(s) must also bcontractor does not employ, contract with or subcont	tter a contract with the Urban League of Broward County the duties and responsibilities outlined in a contract between system (E-Verify.gov) to verify the work authorization for newly o obtain and retain an affidavit from a subcontractor stating that ract with anyone who is not duly authorized to work in the United
PRES	IDENT/CEO/AUTHORIZED SIGNATURE	BUSINESS/COMPANY NAME
NAM	E (PRINT OR TYPE)	MAILING ADDRESS
TITLI	E	CITY, STATE, ZIP

DATE

#### ATTACHMENT – 6

#### VENDOR CONFLICT OF INTEREST DISCLOSURE FORM

To ensure compliance with 2 CFR 200.318 and the Urban League of Broward County (ULBC) Conflict of Interest Policy, all bidders must complete this form to disclose any actual, potential, or perceived conflicts of interest before participating in the procurement process. A conflict of interest arises when an individual or entity involved in the procurement process has another interest that could materially interfere with their duty to act impartially. This includes ownership, personal, financial, or professional relationships that could create undue influence over the selection process. Failure to disclose a conflict of interest may result in disqualification from this procurement, contract termination, or other actions as permitted by law and ULBC policy.

11 1
□ <b>No Conflict of Interest</b> – I certify that no owner, officer, director, or employee of my company has a financial or personal interest in the procurement process or any relationship with ULBC staff, board members, or procurement officials that would create a conflict of interest as defined under 2 CFR 200.318.
□ <b>Potential Conflict of Interest</b> – I disclose the following relationships that may be considered a conflict (attach additional pages if necessary):
Name of Individual: Nature of Interest (Direct**/Indirect***): Relationship to ULBC or Procurement Process:
To ensure transparency, bidders must disclose if any owner, officer, director, or key personnel has an interest in company submitting a bid.
Company/Entity Name: Name of Affiliated Individual:
Ownership Type (Direct^^/Indirect^^^):
Relationship to the Bidding Company:

- \* Immediate family/relative includes spouse, parents, children, siblings, grandparents, grandchildren, or any person living in the same household.
- \*\* Direct ownership means an individual owns more than 50% of a company or has decision-making control over procurement-related matters. Individuals with direct ownership must recuse themselves from procurement decisions in compliance with 2 CFR 200.318(c)(1).
- \*\*\* Indirect ownership includes shares held through immediate family/relatives\*, trusts, business partnerships, or any entity in which the individual has an interest but no controlling power. Even without control, individuals with an indirect interest must disclose the relationship to ensure transparency.

Please check the appropriate box:

The competitive procurement process requires strict confidentiality. By signing this form, the bidder and its representatives agree to the following:

- Non-Disclosure of Procurement Information
  - o I understand that I may not discuss, share, or disseminate any procurement-related information with outside parties, other bidders, or unauthorized individuals.
- Fair Competition
  - I affirm that my company, its owners, officers, directors, and employees will not offer or accept gratuities, favors, or anything of monetary value from ULBC staff, board members, or procurement officials in connection with this procurement.
- Compliance with Federal and ULBC Procurement Policies
  - o I acknowledge that any attempt to influence the procurement process unfairly will result in disqualification and possible legal consequences.

By signing below, I certify that:

- 1. I have reviewed my affiliations and financial interests, and to the best of my knowledge, I have disclosed all actual, potential, or perceived conflicts of interest.
- 2. I understand that I am required to update this disclosure annually and immediately report any new conflicts that arise.
- 3. I acknowledge that failure to disclose a conflict of interest may result in contract termination, disqualification from this procurement, and other legal consequences as permitted under 2 CFR 200.318.

Authorized Representative Name: $\_$	
Title:	
Company Name:	
Signature:	
Date:	

#### **ATTACHMENT - 7**

### DRUG-FREE WORKPLACE FORM

The undersigned Quoter, in accordance with Florida Statute 287.087 hereby certifies that			
does: Name of Business			
	Business		
1.		manufacture, distribution, dispensing, possession, or use of a specifying the actions that will be taken against employees for	
2.		the workplace, the business policy of maintaining a drug-free a, employee assistance programs and the penalties that may be	
3.	Give each employee engaged in providing the commodistatement specified in Paragraph 1.	ties or contractual services that are under quote a copy of the	
4.	contractual services that are under quote, the employee will of any conviction of, or plea of guilty or nolo contende	aployees that, as a condition of working on the commodities or labide by the terms of the statement and will notify the employer re to, any violation of Florida Statute 893 or of any controlled ation occurring in the workplace no later than five (5) days after	
5.	Impose a sanction on or require satisfactory participation available in the employee's community, by any employee	n in a drug abuse assistance or rehabilitation program if such is who is so convicted.	
6.	Make a good faith effort to continue to maintain a drug-fro	ee workplace through implementation of Paragraphs 1 through 5.	
As the	e person authorized to sign this statement, I certify that this fin	rm complies fully with above requirements.	
PRESI	DENT/CEO/AUTHORIZED SIGNATURE	BUSINESS/COMPANY NAME	
NAME	(PRINT OR TYPE)	MAILING ADDRESS	
ΓΙΤLE		CITY, STATE, ZIP	
DATE			

#### **ATTACHMENT – 8**

#### NON-DISCRIMINATION, EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

The prospective Vendor certifies that it and its principals (subcontractors and suppliers):

As a condition of funding from Urban League of Broward County under Title II, Proposer assures us that it will comply fully with the following:

- 1. Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination based on race, color or national origin.
- 2. Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination based on disability.
- 3. Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination based on sex in educational programs.
- 4. The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination based on age.
- **5**. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination based on race, creed, color, national origin, sex, handicap, political affiliation, or beliefs.
- **6**. The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination based on disability and requires reasonable accommodation for persons with disabilities.
- 7. Equal Employment Opportunity (EEO): The Proposer agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal Contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the Proposer and its subcontractors to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- **8**. Proposer also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. Proposer understands that the United States has the right to seek judicial enforcement of this assurance.

PRESIDENT/CEO/AUTHORIZED SIGNATURE	BUSINESS/COMPANY NAME
NAME (PRINT OR TYPE)	MAILING ADDRESS
TITLE	CITY, STATE, ZIP
DATE	

#### **ATTACHMENT - 9**

#### <u>CERTIFICATION OF DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS</u>

#### TO BE COMPLETED BY PROSPECTIVE VENDOR

- A. The prospective Vendor certifies that they and its principals:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded by any Federal, State, County, City or Town or other government agency.
  - 2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment entered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, City or Town of other local agency) transaction or contract; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
  - 4. Have not within a three (3) year period preceding this bid proposal had one or more public contracts (Federal, State, City or Town or other agency) terminated for cause or default.
- B. Where the prospective Vendor is unable to certify any of the statements in this certification, an authorized signatory to this proposal shall complete, sign, and attach a detailed explanation.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants Responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160 – 19211).

PRESIDENT/CEO/AUTHORIZED SIGNATURE	BUSINESS/COMPANY NAME	
NAME (PRINT OR TYPE)	MAILING ADDRESS	
TITLE	CITY, STATE, ZIP	
DATE		

#### **ATTACHMENT – 10**

#### PROPOSAL CHECKLIST

The following items and submittals are required to qualify as a Proposer for the RFP

Please review the checklist and indicate WITH A ( $\sqrt{}$ ) MARK that all the required documents have been included with your submission.

Your propo	sal should include the following:			
[]NAR]	RATIVE: The Narrative should be a brief outline			
0	Capability			
0	Financial resources			
0	Experience in providing the service			
0				
0	Complete information related to and addressing the scope and specifications			
[] Busin	ess/Professional License, Tax Receipt, Certifications issued by federal, state, and local agencies			
[] Liabil	ity and Worker's Compensation Certificates			
	Guarantee 5% of bid, Performance & Payment Certificates (if applicable). Deliver the bond to the ddress in a sealed envelope, clearly labeled with your company name and the RFP title.			
Attachment	s:			
[] Attacl	nment 1: Proposer Cover Page			
[] Attachment 2: Summary Qualifications				
[] Attacl	nment 3: Reference Sheet			
[] Attacl	nment 4: Signed Non-Collusion Affidavit			
[] Attacl	nment 5: E-Verification Certification			
[] Attacl	nment 6: Conflict of Interest Notification Requirement Questionnaire			
[] Attacl	nment 7: Drug Free Workplace Form			
[] Attacl	nment 8: Non-Discrimination, Equal Opportunity Assurances, Certification, Other Provisions			
[] Attacl	nment 9: Certification of Debarment, Suspension and other Responsibility Matters			
[] Attacl	nment 10: Proposal Checklist			

Please submit supporting documentation and certifications for all applicable classifications.

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide supporting documentation and signed disclosures may result in the disqualification of your proposal.