

**Community Action Partnership  
Huntsville/Madison & Limestone Counties, Inc.  
P.O. Box 3975 ♦ 3516 Stringfield Road  
Huntsville, AL 35810**

**INVITATION FOR BID AND CONTRACT**

**SECTION A**

This document contains an invitation to bid for Energy Assessors, and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the Bidder and the Agency named above.

<b>ISSUED BY AGENCY</b>	<b>BID OPENING</b>
<b>NAME</b> Community Action Partnership	<b>BID ISSUE DATE</b> July 14th, 2011
Huntsville/Madison & Limestone Counties	<b>BID NUMBER</b> RFQ 2011-WA-04
<b>ADDRESS</b> P.O. Box 3975 / 3516 Stringfield Road	<b>OPENING DATE</b> August 2nd, 2011
Huntsville, AL 35810	<b>LOCATION</b> 3516 Stringfield Road
(Include City, State, Zip Code)	Huntsville, AL 35810
<b>TELEPHONE NUMBER</b> ( 256 ) 851-9800	
<b>CONTRACT DATES*</b>	<b>TOTAL ESTIMATED AMOUNT OF BID</b> (To be inserted by the Bidder)
<b>COMMENCEMENT</b> August 1 <sup>st</sup> , 2011	\$
<b>EXPIRATION</b> May 1 <sup>st</sup> 2012	<b>PROMPT PAYMENT DISCOUNT</b> (To be inserted by the Bidder)
* Two one-year options to be exercised at Agency's discretion for the periods 05/01/2012 through 05/01/2013 and 05/01/13 through 05/01/14, respectively.	% for payment within <span style="float: right;">day s</span>

**BIDDER**

<b>NAME</b>	
<b>ADDRESS</b>	<b>SIGNATURE</b> (in ink)
(Include City, State, Zip Code)	<b>NAME</b> (Print or Type)
<b>TELEPHONE NUMBER</b> ( )	<b>TITLE</b>
	<b>DATE</b>
<b>CONTRACT NO.</b>	<b>DATE</b>

**ACCEPTANCE**

\_\_\_\_\_  
**AGENCY NAME**  
 \_\_\_\_\_  
**AGENCY SIGNATURE**  
 \_\_\_\_\_  
**TITLE**

**NOTE: By submission of this bid, the Bidder certifies that, in the event he/she receives an award under this solicitation, he/she shall operate in accordance with all applicable current Program regulations.**

**DATE ISSUED:** July 14<sup>th</sup>. 2011  
**TO:** Prospective Energy Assessors  
**SUBJECT:** Request for Proposals

Sealed proposals to provide auditing services for the Community Action Partnership Huntsville/Madison & Limestone Counties, Inc. (CAP) Financial Statements in response to this RFP, will be received by:

LeRoy Gradford, Jr., Ed.D, Chief Executive Officer  
Community Action Partnership  
Huntsville/Madison & Limestone Counties, Inc.  
3516 Stringfield Road, NW  
Huntsville, Alabama 35810-0975

until 12:00 p.m. local time on the 2nd day of August 2011. Proposals will be held in confidence and not released in any manner until after contract award.

Proposals should be prepared in accordance with the section "Proposal Requirements" and each will be evaluated by Community Action Partnership Huntsville/Madison & Limestone Counties Inc.

CAP reserves the right to accept or reject any and all proposals, or any part of any proposal, and to waive any informalities or irregularities.

Assessors declining this request should send notification to the above address.

## **I. INTRODUCTION**

### **A. General Information**

Community Action Partnership Huntsville/Madison & Limestone Counties Inc. is requesting proposals from qualified Energy Assessors to assess homes for energy deficiencies.

There is no expressed or implied obligation for CAP to reimburse responding Assessors for any expenses incurring in preparing proposals in response to this request.

To be considered, the proposal must be received by LeRoy Gradford, Jr., Ed.D, Chief Executive Officer, at 3516 Stringfield Road, NW, Huntsville, Alabama 35810-0975. CAP reserves the right to reject any and all proposals submitted when it is in the best interest of CAP and in accordance with governing federal and state regulations.

CAP reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the Assessors of the conditions in this request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CAP and the Assessors selected.

The Community Action Partnership is dedicated to the principles of equal employment opportunity and each one of our domestic locations maintains an action oriented Affirmative Action Plan, designed to promote employment opportunities for females, minorities, the physically and mentally disabled, veterans and disabled veterans of the Vietnam War era. We support organizations that are dedicated to the same principles.

### **B. Term of Engagement**

A three-year contract at CAP's option is contemplated, subject to the satisfactory negotiation of terms (including a price acceptable to both CAP and the selected Assessors), and the annual availability of funding.

### **C. Sealed Dollar Cost Bid**

#### **(1) Total All-Inclusive Maximum Price**

The sealed dollar cost bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

CAP will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

## II. Scope of Services

CAP requests proposals from qualified energy Assessors to perform energy assessments of homes under the Weatherization Assistance Program. Scope of services is as follows:

1. Complete blower door analysis
2. Carbon Monoxide test
3. Gas leak test
4. Duct Air infiltration test
5. Combustion appliance zone test
6. Photos of problem areas
7. Deliver the following to CAP:
  - A) Assessment of pre-blower door reading, proposed blower door target for assessed home and minimum ventilation rate.
  - B) Bid sheet or job order sheet with recommendations for assessed home.
  - C) CAP provided home assessment booklet.

## III. Assessors Qualification

1. General Information:
  - a. Name, Mailing Address, Telephone, email
2. Insurance:
  - a. General Liability
  - b. Workers Compensation
3. Certifications:
  - a. EPA-Approved Lead Based Certified Renovator
  - b. Certificate in Remediation of Mold in Buildings, Lead Safe Work Place and Technical Diagnostics Proficiency
  - c. Hot Climate Weatherization
4. Tools/Equipment Requirements;
  - a. Possess Blower Door & Pressure Pan; Combustion Gas Leak Detector, Combustion Analyzer with Print-out; and Personal Protection Equipment (Respirators, Tyvek Suits, gloves, booties, etc.)
5. Experience:
  - a. Minimum of two (2) years of experience in Weatherization.
6. References:
  - a. At least three (3) business references required. References must be from projects completed within the last calendar year for weatherization upgrades.

#### **IV. Proposal Requirements**

##### **A. General Requirements**

###### **(1) Inquiries**

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

LeRoy Gradford, Jr., Ed.D, Chief Executive Officer  
Community Action Partnership  
Huntsville/Madison & Limestone Counties, Inc.  
3516 Stringfield Road, NW  
Huntsville, Alabama 35810-0975

###### **(2) Submission of Proposals**

The following material is required to be received by July 28th, 2011, by 12:00 p.m. local time for proposing Assessors to be considered.

- A. Name, mailing address, telephone number
- B. Proof of general liability and workers compensation insurance
- C. The Assessors quote will be a flat fee to include the assessment, time, travel and any other expenses incurred.
- D. The Assessors must provide a certificate from the EPA being approved to renovate lead based occupancies.
- E. Name, address and telephone number of three references that you have performed weatherization related work.
- F. Applicants should send the completed proposal in sealed envelopes to the following address:

LeRoy Gradford, Jr., Ed.D, Chief Executive Officer  
Community Action Partnership  
Huntsville/Madison & Limestone Counties, Inc.  
3516 Stringfield Road, NW  
Huntsville, Alabama 35810-0975

#### **V. Evaluation Procedure**

##### **A. Review of Proposals**

The evaluation committee will use a point formula during the review process to score proposals. Each member will first score each technical proposal by each of the criteria described in Section V B below. The full committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each Assessors. At this point, Assessors with an unacceptably low score will be limited from further consideration.

After the composite technical score for each Assessors has been established, the sealed dollar cost bid will be opened and additional points will be added to the technical score based on the price bid. The maximum score for price will be assigned to the Assessors offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other applicants.

CAP reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected.

**B. Evaluation Criteria**

Proposals will be evaluated using three sets of criteria. Assessors meeting the mandatory criteria will have their proposals evaluated and scored for both qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process:

- 1) Mandatory Requirements (15)
  - a. The assessor is certified and licensed according to the State of Alabama
  - b. The assessor adheres to the instructions in this request for proposals on preparing and submitting the proposal.
  
- 2) Technical Quality (55)
  - a. Experience based on references of past work history utilizing energy expertise.
  - b. Timeliness of assessor to conduct assessment and issue bid sheet or job order sheet
  - c. The adequacy of the proposal details to allow the determination of the responsiveness to the requirement set forth in the request for proposals.
  
- 3) Price (30)

<b>Evaluation Criteria</b>	<b>Possible Points</b>
Detailed Proposal	15
Experience	55
Price	30

**C. Selection**

CAP will select an assessor based upon the recommendation of the evaluation committee.

**D. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the proposing assessor of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between CAP and the firm selected.

CAP reserves the right to reject without prejudice any and all proposals.

## Instructions to Bidders

### 1. Definitions

As used herein:

- (a) The term "bid" means an offer to perform the work described in the Invitation for Bid at the fixed unit price specified in accordance with the terms and conditions of the solicitation.
- (b) The term "Bidder" means a vendor submitting a bid in response to this invitation for bid.
- (c) The term "Contractor" means a successful bidder who is awarded a contract by the **Agency**.
- (d) The term "vendor" means an organization with which the **Agency** may contract for goods and services for use in the Program.
- (e) The term "invitation for bid," hereafter referred to as RFQ, means the document through the formal advertising method of procurement. In the case of this Program, the RFQ becomes the contract upon award by the Agency.
- (f) The term "Agency" means the institution which issues this RFQ.
- (g) The term "Program" means the grant/contract under which the Agency performs work for a federal, state, local or private institution.
- (h) The term "postmark" means printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.

### 2. Submission of Bids

- (a) **Bidders** are expected to examine carefully the specifications, schedules, attachments, terms and conditions of this RFQ. Failure to do so will be at the **Bidders** risk.
- (b) Bid documents must be executed and submitted by the due date and time specified in Section A of this RFQ document. No change in the specifications or general conditions are allowed. Erasures on this bid must be initialed by the Bidder prior to submission. Failure to comply with any of these terms shall be reason for rejection of the bid.

### 3. Explanation to Bidders

Any explanation desired by a Bidder regarding the meaning or interpretation of the RFQ specifications, etc., must be requested in writing prior to bid opening and with sufficient time allowed for a reply to reach all bidders before bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective Bidder concerning an RFQ will be furnished to all prospective bidders as an amendment of the RFQ if such information is necessary to bidders in submitting bids on the RFQ or if the lack of such information would be prejudicial to uninformed bidders.

### 4. Acknowledgment of Amendments to RFQs

Receipt of an amendment to an RFQ by a **Bidder** must be acknowledged by signing and returning the amendment. Such acknowledgment must be received prior to the hour and date specified for bid opening.

### 5. Discount

Although a blank is provided for a time discount, prompt payment discounts offered for payment in less than twenty calendar days will not be considered in evaluating bids for award. However, offered discounts of less than twenty days will be taken if payment is made within the discount period even though not considered in the evaluation of bids. (NOTE: Payment discounts may only be used to determine the low bid when prior experience of the Agency indicates that such discounts are generally taken.)

6. Bidders Having Interest in More Than One Bid

If more than one bid is submitted by any one Bidder, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

7. Time for Receiving Bids

Sealed bids shall be deposited at the address specified on the RFQ of the **Agency** no later than the exact time and date indicated on the face of this RFQ. Bids received prior to the time of opening will be securely kept, unopened.

8. Errors in Bids

**Bidders** or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the **Bidders own risk and he/she cannot secure** relief on the plea of error.

9. Award of Contract

- (a) The contract will be awarded to that responsive and responsible **Bidder** whose bid will be most advantageous to the **Agency**, price and other factors considered. Consideration shall be given to such matters as Contractor integrity, compliance with public policy, record of past performance and financial and technical resources.
- (b) The **Agency** reserves the right to reject any bid or all bids when there are sound documented business reasons in the best interest of the Program, and to waive informalities and minor irregularities in bids received.
- (c) The **Agency** reserves the right to reject the bid of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or the bid of a **Bidder** who investigation shows is not in a position to perform the contract.

10. Late Bids, Modification of Bids or Withdrawal of Bids

- (a) Any bid received after the exact time specified for receipt will not be considered unless it is received before award is made and it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an RFQ requiring receipt of bids by the 20<sup>th</sup> of the month must have been mailed by the 15<sup>th</sup> or earlier).
- (b) Any modification or withdrawal of bid is subject to the same conditions as in paragraph 10(a) hereof, except that withdrawal of bids by telegram or electronic transmission is authorized. A bid may also be withdrawn in person by a Bidder or his/her authorized representative, provided his/her identity is made known and he/she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- (c) The only acceptable evidence to establish the date of mailing of a late bid, modifications or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late.
- (d) Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the **Agency** will be considered at any time it is received and may be accepted.

## GENERAL CONDITIONS

### 1. Delivery Requirements

Delivery of goods and/or services will be made by the **Contractor** to the **Agency** in accordance with the terms of the contract commencement and contract expiration dates.

### 2. Recordkeeping

Daily custodial log books will be prepared by the **Contractor** and itemized to show the description and quantity of goods and/or services delivered to the **Agency**. Before acceptance of goods and/or services delivered by the Contractor, **Agency** personnel shall inspect **Contractor** deliveries and/or service performance for completeness and quality of execution. Custodial log books shall be signed by **Agency** personnel for all goods and/or services accepted.

### 3. Insurance

The **Contractor** shall provide the **Agency** certificates indicating compliance with all liability insurance and workers compensation requirements. General liability insurance shall be in the minimum amounts of not less than \$1,000,000 for general aggregate limit, not less than \$500,000 for each personal injury limit, not less than \$500,000 for each occurrence limit, and not less than \$5,000 for medical expense limit (any one person).

### 4. Method of Payment

The **Contractor** shall submit its itemized invoice to the **Agency** giving a detailed breakdown of the goods and/or services delivered. Payment will be made on the unit price specified in the contract. No payment will be made unless receipts have been signed by **Agency** personnel verifying receipt of goods and/or services.

### 5. Availability of Funds

The **Agency** shall have the option to cancel this contract if the Federal Government withdraws funds to support this Program. It is further understood that, in the event of cancellation of the contract, the **Agency** shall be responsible for goods and/or services that have already been delivered in accordance with this contract.

### 6. Subcontracts and Assignments

The **Contractor** shall not subcontract and shall not assign, without prior written consent of the **Agency**, this contract or any interest therein.

In the event of any subcontract or assignment, the **Contractor** shall remain liable to the Agency as principal for the performance of all his/her obligations under this contract.

### 7. Termination

- (a) The **Agency** reserves the right to terminate this contract if the **Contractor** fails to comply with any of the requirements of this contract. The Agency shall notify the Contractor of specific instances of noncompliance in writing. In instances where the Contractor has been notified of noncompliance with the terms of the contract and has not taken immediate corrective action, the **Agency** shall have the right, upon written notice, of immediate termination of the contract and the Contractor shall be liable for any damages incurred by the **Agency**. The **Agency** shall negotiate a repurchase contract on a competitive basis to arrive at a fair and reasonable price.
- (b) The **Agency** shall, by written notice to the **Contractor**, terminate the right of the **Contractor** to proceed under this contract if it is found, by the Agency that gratuities in the form of entertainment, gifts or otherwise were offered or given by the **Contractor** to any officer or employee of the Agency with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the **Agency** makes such findings shall be in issue and may be reviewed in any competent court.
- (c) In the event this contract is terminated as provided in paragraph 7(b) hereof, the Agency shall be entitled (i) to pursue the same remedies against the **Contractor** as it could pursue in the event of a breach of the contract by

the **Contractor**, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the costs incurred by the **Contractor** in providing any such gratuities to any such officer or employee.

- (d) The rights and remedies of the Agency provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

#### **ADDITIONAL TERMS AND CONDITIONS**

The **Contractor** agrees to be bound by the following terms and conditions:

- A. The **Contractor** shall comply with all applicable local, state and federal laws, ordinances, codes and regulations.
- B. The **Contractor** assures that it possesses the legal authority to participate in this agreement including all understanding and assurances contained herein and directing and authorizing the person identified as the **Agency's** official representative to act in connection with this agreement and to provide such additional information as may be required.
- C. The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warrant, the **Agency** shall have the right to annul this agreement without liability or, at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- D. There shall be no religious worship instruction or proselytizing as part of or in connection with the performance of this agreement.

## CERTIFICATIONS

### 1. Certification Regarding Disbarment and Suspension

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or criminal judgment in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission or any of the offenses enumerated in paragraph (b) of the certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be submitted with all other application documents.

The applicant agrees by submitting this proposal that it will include, without modification, the clause, titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion -- Lower Tier Covered Transactions" in all lower tier covered transactions (i.e. transactions with sub-grantees and/or contractors) in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

### 2. Certification Regarding Program Fraud

By signing and submitting this proposal, the applicant, certifies that the applicant organization will comply with the requirements of the Program Fraud Civil Remedies Act (PFCRA), and:

Certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statements or claims may subject him or her to criminal, civil, or administrative penalties.

### 3. Certification Regarding Environment Tobacco Smoke

By signing this agreement, the **Contractor**, certifies that the Contractor organization will comply with the requirements of the Pro-Children Act of 1994 (Public Law 103-227) by:

- (a) Not permitting smoking in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18 if the services are funded by Federal programs either directly or through State or local governments by Federal grant, contract, loan, or loan guarantee.
- (b) Agreeing to require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

4. Certification Regarding Drug-Free Work Place

By signing agreement, the **Contractor**, certifies that the Contractor organization will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantees workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about -
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantees policy of maintaining a drug-free workplace,
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a) above, that, as a condition of employment under the grant, the employee will -
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (d) Notify the agency in writing within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted -
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (C), (d), (e), and (f).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

Certification Regarding Debarment, Suspension, & Other Responsibility Matters - Primary Covered Transactions:

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions:

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or

State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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5. The prospective lower tier participant agrees by submitting this proposal that, [[Page 33043]] should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Name

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Title

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Signature

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Date

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Company Name

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

The Pro-Children Act of 2001, 42 U.S.C. 7181 through 7184, imposes restrictions on smoking in facilities where Federally-funded children's services are provided. HHS grants are subject to these requirements only if they meet the Act's specified coverage. The Act specifies that smoking is prohibited in any indoor facility (owned, leased, or contracted for) used for the routine or regular provision of kindergarten, elementary, or secondary education or library services to children under the age of 18. In addition, smoking is prohibited in any indoor facility or portion of a facility (owned, leased, or contracted for) used for the routine or regular provision of federally funded health care, day care, or early childhood development, including Head Start services to children under the age of 18. The statutory prohibition also applies if such facilities are constructed, operated, or maintained with Federal funds. The statute does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, portions of facilities used for inpatient drug or alcohol treatment, or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per violation and/or the imposition of an administrative compliance order on the responsible entity.

The grantee certifies that it will continue to provide a smoke-free workplace:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

## CERTIFICATIONS AND REPRESENTATIONS OF OFFERORS

### 1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1)  has,  has not, employed or retained any person or company to solicit or obtain this contract; and
- (2)  has,  has not, paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the Community Action Partnership Huntsville/Madison & Limestone Counties, Inc. (CAP) Chief Executive Officer.

(c) Any misrepresentation by the bidder/offeror shall give CAP the right to

- (1) terminate the resultant contract;
- (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or
- (3) take other remedy pursuant to the contract.

### 2. Small, Minority, Women-Owned Business Concern Representation

(a) The bidder/offeror represents and certifies as part of its bid/offer that it:

(b)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(c)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(d)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are: (Check the block applicable to you)

- |   |   |
|---|---|
| <input type="checkbox"/> Black Americans    | <input type="checkbox"/> Asian Pacific Americans  |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans   |
| <input type="checkbox"/> Native Americans   | <input type="checkbox"/> Hasidic Jewish Americans |

### 3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to
  - (i) those prices,
  - (ii) the intention to submit a bid/offer, or
  - (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- (2)
  - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3)
  - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure. above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

**4. Organizational Conflicts of Interest Certification**

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor’s organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor’s objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested CAP to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to CAP which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. CAP may, however, terminate the Contract for the convenience of CAP if it would be in the best interest of CAP.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to CAP, CAP may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to CAP and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

**5. Authorized Negotiators (RFPs only)**

The offeror represents that the following persons are authorized to negotiate on its behalf with CAP in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

Name	Title
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Name	Title
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**6. Conflict of Interest**

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled “Organizational Conflict of Interest.”

**7. Offeror's Signature**

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Name	Title
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Signature	Date
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Company Name
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