

**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 CPA Firms, 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> Upon Complete review                             |
| Huntsville/Madison & Limestone Counties   | <b>BID NUMBER</b> RFP-2011-CPA-05                                      |
| <b>ADDRESS</b> P.O. Box 3975 / 3516 Stringfield Road  | <b>OPENING DATE</b> May 26 <sup>th</sup> , 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><br>(To be inserted by the Bidder) |
| <b>COMMENCEMENT</b> August 31 <sup>st</sup> , 2011  | \$   |
| <b>EXPIRATION</b> 2011  | <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 8/01/11 through 5/31/12 and 8/01/12 through 05/31/13, respectively. | % for payment within _____ days  |

**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>                 |

**AGENCY NAME**

**AGENCY SIGNATURE**

**TITLE**

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**ACCEPTANCE**

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**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.**

**1DATE ISSUED:** April 29, 2011

**TO:** Prospective CPA Firms

**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 4:00 p.m. local time on the 26th day of May 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.

Firms 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 firms of certified public accountants to audit its financial statements for the fiscal years ended August 31, 2011, 2012, and 2013.

These audits are to be performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA), the standards set forth for financial audits in the General Accounting Office (GAO), *Government Auditing Standards* (GAGAS) 1994, amended, the provisions of the federal Single Audit Act Amendments of 1996 and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-profit Organizations.

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

To be considered, three copies of 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 firm 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 firm 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 firm), and the annual availability of funding.

## **II. SCOPE OF SERVICES REQUESTED**

CAP requests proposals from qualified firms of certified public accountants to perform the following accounting services for the fiscal year ending August 31, 2011, and for two one-year options for the fiscal years ending August 31, 2012 and 2013. The exercise of the two options is at the sole discretion of the CAP. The scope of services is as follows:

- (1) Conduct an annual audit of the General Purpose Financial Statements of CAP for the years ending August 31, 2011, 2012, and 2013. The audit examination will be conducted in accordance with generally accepted auditing standards and the standards for financial and compliance audits contained in the *Government Auditing Standards* issued by the U.S. General Accounting Office.
- (2) Perform an audit of all Federal, State and local grants and contracts, under the provisions of OMB Circular A-I 33, and the Single Audit Act of 1984. In addition to the above, the Single Audit will be conducted in accordance with generally accepted auditing standards; the standards for financial and compliance audits contained in *Government Auditing Standards*, issued by the U.S. General Accounting Office.
- (3) Deliver the following to CAP:
  - (A) Auditor's reports on Basic Financial Statements and Supplementary Data, Internal Accounting Control Based Solely on a Study and Evaluation made as part of the Examination on the Basic Financial Statements, and compliance Report Based on an Examination in Accordance with GAO Standards.
  - (B) Audited Financial Statements and Schedules.
  - (C) Regulations Related to Major Federal Financial Assistance Programs.
  - (D) Auditor's Report on Internal Accounting and Administrative Controls based on a Study

and Evaluation Made as a Part of an Examination of the General Purpose Financial Statements and the Additional Tests Required by the Single Audit Act.

- (E) Schedule of Expenditures of Federal Awards.
  - (F) Schedule of Findings and Questioned and/or Disallowed Costs.
  - (G) Findings and Recommendations - Non-Compliance.
- (4) Conduct an Exit Conference with CAP officials.
  - (5) Deliver to the CAP ninety (90) copies of the reports upon completion of final report.
  - (6) Make presentation of the audit report to the CAP Finance Committee and Board of Directors at the time set by CAP.
  - (7) Complete and electronically submit Form SF-SAC and the Single Audit reporting package in accordance with the requirements set forth by the Federal Audit Clearinghouse.
  - (8) Complete and electronically submit IRS Form 990 and the accompanying IRS schedules, as required.
  - (9) Working papers and reports must be retained, at the CPA firm's expense, for a minimum of three (3) years, unless the firm is notified in writing by CAP of the need to extend the period.

### **III. DESCRIPTION OF CAP**

#### **A. Principal Contact**

The CPA firm's principal contact with CAP will be Ronnie White, Chief Financial Officer, or a designated representative who will coordinate the assistance to be provided by CAP to the CPA firm.

#### **B. Background Information**

CAP Huntsville/Madison & Limestone Counties, Inc. was incorporated in March 1965, under the State of Alabama Non-Profit Corporation Act, in order to formulate a "Community Action Program" under the terms of the Economic Opportunity Act of 1964 and to help economically disadvantaged people in urban and rural communities within Madison and Limestone Counties, Alabama.

CAP administers several Federal, State and local funded grant programs for this purpose.

CAP 's fiscal year is September 1 to August 31.

#### **C. Federal Assistance**

During the fiscal year to be audited CAP received the following federal awards:

| <u>Program</u>                    | <u>CFDA</u> | <u>Estimated Amount</u> |
|-----------------------------------|-------------|-------------------------|
| Head Start                        | 93.600      | \$3,300,000             |
| Early Head Start                  | 93.709      | \$ 750,000              |
| Community Services                | 93.569      | \$ 600,000              |
| Community Services (ARRA)         | 93.710      | \$ 280,000              |
| Low-Income Home Energy Assistance | 93.568      | \$2,500,000             |
| Weatherization Assistance         | 81.042      | \$1,000,000             |
| Housing Counseling                | 14.169      | \$ 30,000               |
| Child Nutrition                   | 10.558      | \$ 400,000              |

#### **IV. TIME REQUIREMENTS**

*Interested applicants should provide a schedule of key dates.*

##### **A. Estimated Date audit will commence**

CAP will have records ready to audit for the fiscal year ending August 31, 2011, approximately 45 days after the fiscal year end. Approximate date - October 15, 2011.

##### **B. Entrance and Exit Conferences**

Applicant should approximate dates for the conferences above.

##### **C. Date of Final Report**

Applicants should estimate the date the final audit report and financial statements will be delivered to CAP. Ninety (90) copies should be delivered to the Chief Executive Officer at 3516 Stringfield Road, NW, Huntsville, Alabama 35810-0975.

#### **V. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION**

##### **A. Finance Department and Clerical Assistance**

CAP's finance department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation and explanations. The preparation of confirmations will be the responsibility of the auditor. No clerical support will be made available to the auditor for the preparation of routine letters and memoranda.

##### **B. Statements and Schedules to be Prepared by the Staff of CAP**

The proposal should include sample statements and schedules that the applicant will request the staff of CAP to provide. The submission date for each of the statements or schedules should be included in the proposal.

**C. Work Area, Telephones, Internet Access, Photocopying, and Fax Machines**

CAP will provide the auditor with reasonable workspace, desks and chairs. The auditor may also be provided with access to telephone lines, Internet access, photocopying facilities, and fax machines, subject to availability.

**D. Report Preparation**

Report preparation, editing and printing shall be the responsibility of the auditor.

**VI. 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 May 26, 2011, by 4:00 p.m. local time for a proposing firm to be considered:

a) Technical Proposal and two copies to include the following:

(i) Title Page

Title Page showing the proposal's subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.

(ii) Table of Contents

(iii) Transmittal Letter

A signed letter of transmittal briefly stating the applicant's understanding of the work to be done, the commitment to perform the work within the time period, a statement of why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for 30 days.

(iv) Detailed Proposal

The detailed proposal should follow the order set forth in Section VI-B of this request for proposals.

- b) In a separate envelope, a sealed dollar cost bid as described in section VI-C below.
- c) Applicants should send the completed proposal consisting of the two documents 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

## **B. Technical Proposals**

### (1) General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake an independent audit of CAP in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in the request for proposals. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant's capabilities to satisfy the requirements of the request for proposals.

### (2) Independence

The firm should provide an affirmative statement that it is independent of CAP as defined by the U.S. General Accounting Office's *Government Auditing Standards*, as amended.

The firm should also list and describe the firm's professional relationships involving CAP for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give CAP written notice of any professional relationships entered into during the period of this agreement.

### (3) License to Practice

An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice by a certifying state board of public accountancy.

(4) Firm Qualifications and Experience

The applicant should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on the full-time basis, and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review.

(5) Partner, Supervisory, and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors, and specialists, who would be assigned to the engagement. Indicate whether each such person is registered or licensed to practice as a certified public accountant. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

(6) Similar Engagements with other Community Action Agencies

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 50) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

(7) Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposals. Applicants will be required to provide the following information on their audit approach:

- a) Proposed segmentation of the engagement.
- b) Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c) Type and extent of analytical procedures to be used in the engagement.
- d) Approach to be taken to gain and document an understanding of the Agency's internal control structure.
- e) Approach to be taken in determining laws and regulations that will be subject to audit test work.

## **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.

The first page of the sealed dollar cost bid should include the following information:

- a) Name of Firm
- b) Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid, and authorized to sign a contract with CAP.
- c) Total All-Inclusive Maximum Price per year for the three-year engagement.

### **(2) Billing Rates**

A detail schedule of billing rates by partner, specialist, supervisory and other staff should be included, as well as, the estimated hours anticipated for each

The second page of the sealed dollar cost bid should include a schedule of professional fees and expenses.

## **VII. EVALUATION PROCEDURES**

### **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 VII 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 firm. At this point, firms with an unacceptably low score will be limited from further consideration.

After the composite technical score for each firm 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 firm 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. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria that will be considered during the evaluation process:

### (1) Mandatory Elements

- a) The audit firm is independent and licensed to practice as evidenced by a state board of public accountancy.
- b) The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- c) The firm submits a copy of its last external quality control review report and the firm has a record of quality audit work.

### (2) Technical Quality: (Maximum Points - 85)

#### a) Expertise and Experience

- (i) The firm's past experience and performance on comparable Community Action Agency engagements.
- (ii) The lead auditor's experience and number of Single Audit and Yellow Book reports issued within the past five years.
- (iii) The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.

#### b) Audit Approach

- (i) Adequacy of proposed staffing plan for various segments of the engagement.
- (ii) Adequacy of analytical procedures.
- (iii) Timeliness of audit and time required to conduct the audit and to issue the final report.

#### c) Detailed proposal

- (i) 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: (Maximum Points - 15)

**COST WILL NOT BE THE PRIMARY FACTOR  
IN THE SELECTION OF AN AUDIT FIRM**

The following points will be assigned to each evaluation criteria set forth in the Request for Proposals for Independent Auditing Services. Each committee representative shall rate each proposal received, according to the evaluation criteria and point system listed below:

| <b>Evaluation Criteria</b> | <b>Possible Points</b> | <b>High</b> | <b>Medium</b> | <b>Low</b> |
|----------------------------|------------------------|-------------|---------------|------------|
| Principles of EEO          | 10                     | 8-10        | 5-7           | 0-4        |
| Expertise and Experience   | 25                     | 20-30       | 10-19         | 0-9        |
| Audit Approach             | 25                     | 20-30       | 10-19         | 0-9        |
| Detailed Proposal          | 25                     | 19-25       | 9-18          | 0-8        |
| Price                      | 15                     | AS          | DETAILED      | IN RFP     |

**C. Selection**

CAP will select a firm based upon the recommendation of the evaluation committee.

**D. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the proposing firm 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.

## **I 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 IFB, means the document through the formal advertising method of procurement. In the case of this Program, the IFB becomes the contract upon award by the Agency.
- (f) The term “Agency” means the institution which issues this IFB.
- (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 IFB. 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 IFB 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 IFB 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 IFB will be furnished to all prospective bidders as an amendment of the IFB if such information is necessary to bidders in submitting bids on the IFB or if the lack of such information would be prejudicial to uninformed bidders.

### 4. Acknowledgment of Amendments to IFBs

Receipt of an amendment to an IFB 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 IFB of the **Agency** no later than the exact time and date indicated on the face of this IFB. 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 IFB requiring receipt of bids by the 20~□ of the month must have been mailed by the ~ 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.

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.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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.

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Name

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Signature

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Title

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Date

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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)

Black Americans  Asian Pacific Americans

Hispanic Americans  Asian Indian Americans

Native Americans  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 |
| _____ | _____ |
| Name  | Title |

**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 |
| _____     | _____ |
| Signature | Date  |

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Company Name