

**South Plains Community Action Association, Inc.
Levelland, Texas**

**Request for Proposal
Consumer Card Product**

Issued August 1, 2022

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1. General Information

South Plains Community Action Association, Inc. (SPCAA) is requesting proposals from qualified sources for a reloadable consumer card product to issue weekly fuel stipends to participants. A qualified source is considered a reputable company offering a consumer card product and web-based administrative services. These services are to be provided in the following Texas counties: Bailey, Cochran, Crosby, Dickens, Floyd, Garza, Hale, Hockley, King, Lamb, Lubbock, Lynn, Motley, Terry, and Yoakum.

Issuing Organization	South Plains Community Action Association, Inc. 411 Austin Street Levelland, Texas 79336 Whitney Quick, project coordinator
Date Issued	August 1, 2022
Mandatory Letter of Interest	Procurement documents available at https://www.spcaa.org/vendors-only-forms/ August 8, 2022 The letter must include the following company name and all contact information, including email. Submit to wquick@spcaa.org
Deadline to submit questions	August 15, 2022, at 5:00 pm Central time
Reponses to questions	Submit questions to wquick@spcaa.org August 17, 2022
Deadline to submit proposals	Responses to questions posted at https://www.spcaa.org/vendors-only-forms/ August 22, 2022, 5:00 pm Central time All proposals must be submitted, in PDF format, via email to wquick@spcaa.org . Proposals received after the deadline will not be accepted.
Proposal review	Beginning August 23, 2022
Selection announcement	No later than September 12, 2022
Contract performance period	The initial contract will start October 1, 2022, and will be for one year. There may be up to three additional one-year terms, depending on funding availability and contractor performance.

SPCAA encourages Small Businesses, Minority-Owned Businesses and Women's Business Enterprises to apply.

2. Background of South Plains Community Action Association

SPCAA is a 501(c)3 non-profit corporation headquartered in Levelland, Texas. The agency is a designated Community Action Agency funded in part by the United States Department of Health and Human Services (DHHS) Community Services Block Grant Program. SPCAA currently administers a variety of grant funded programs through seven program divisions: Child Care Services, Community Services, Head Start/Early Head Start, Health Services, Housing, SPARTAN Transportation, and Workforce.

3. Performance Period

SPCAA will negotiate a one-year contract with the successful bidder to begin on or around October 1, 2022. SPCAA may renew the contract for three (3) additional one-year terms depending upon an annual evaluation and the availability of funds.

4. Contact Information

All communications regarding this RFP must be communicated via email through the office of Whitney Quick, Project Coordinator, wquick@spcaa.org

5. RFP Submittal Requirements

Proposals must be submitted in a complete PDF file via email, containing all required supporting documentation. All costs incurred in the preparation of the proposal are the responsibility of the bidder and will not be reimbursed by SPCAA.

6. Scope of Work/Technical Requirements

Services shall include, but are not limited to, the requirements contained in this RFP. Services set forth that contain the words "must" or "shall" are mandatory and must be provided as specified with no alteration, modification, or exception. Services set forth that contain the words "may" or "can" allow Respondents to offer alternatives to the manner in which the services are provided.

SPCAA does not guarantee any specific amount of volume, minimum, or maximum amount of services under this solicitation and resulting agreement.

The requested services and corresponding deliverables are as follows:

- Contractor must provide a reloadable consumer card product that may be used to issue fuel stipends in the counties specified above.
- Contractor must provide a web-based administration platform to be used by SPCAA staff to assign weekly amounts to participants' cards.
- Contractor must provide a web-based administration platform that allows for detailed billing statements and reports, with tracking by individual card/participant number.

7. Proposal Requirements

Proposals must include the following documents signed by the authorized representative:

1. Proposal Cover Statement (Form I)
2. Respondent Information (Form II, including narrative responses)
3. Fee Schedule (no specified form provided; please submit detailed schedule)
4. Conflict of Interest/Non-Disclosure Statement (Form III)
5. Statement of Non-Collusion By Contractor (Form IV)
6. Assurances (Form V)
7. Assumed Expenses and No Claim Acknowledgement (Form VI)
8. Certification Regarding Debarment and Suspension (Form VII)
9. Certification Regarding Federal Lobbying (Form VIII)

8. Proposal Evaluation and Selection

SPCAA will evaluate all proposals according to the following criteria and assigned weighted values:

Company Information	10 points
Proposed Services	20 points
Ability to provide service in all listed counties	20 points
Experience and qualifications	30 points
Fees and overall cost	20 points
TOTAL	100 points

NOTE: Proposers who are qualified Minority Owned Businesses, Women Owned Businesses, or Historically Underutilized Business Enterprises, and who submit appropriate documentation, will receive five bonus points.

Proposals will be evaluated only on submitted information-. Awards shall be made to the bidder(s) whose bid or offer is responsive to the solicitation and is most advantageous to SPCAA in terms of price, quality, and other factors outlined above. Award of contract to the successful bidder is non-exclusive. SPCAA reserves the right to award multiple contracts to provide goods and services. Once vendor(s) is selected, SPCAA will initiate negotiations to enter into a contract. If negotiations are unsuccessful, SPCAA will begin negotiations with the next highest-scored vendor. SPCAA has the right to accept or reject any or all proposals.

9. TERMS AND CONDITIONS

STATEMENT OF NON-COMMITMENT

This public solicitation is not an offer to enter into an agreement with any bidder; it is a request to receive proposals from bidders interested in providing goods or services to SPCAA. SPCAA reserves the right to reject all proposals, in whole or in part. SPCAA will not have any obligation to a bidder until it has entered into a contract with the bidder on terms and conditions satisfactory to SPCAA. SPCAA entering into negotiations with a bidder, with respect to any proposal or otherwise, shall not be deemed to be an acceptance of such proposal or contract with the bidder.

PERFORMANCE PERIOD

Upon SPCAA's acceptance of a bidder and the selected bidder accepts SPCAA's terms, SPCAA shall execute a services agreement. The agreement shall be effective for a primary term of one year. SPCAA, at its own discretion, may extend this agreement for three additional one-year terms, for a total of four years.

MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) AND/OR HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

SPCAA supports and encourages M/WBEs and HUBs to submit proposals for current, existing, and future procurements. As a social service agency, SPCAA is committed to the opportunity of equal access by all segments of our community.

GOVERNING INTERPRETATION

In the event of any conflict of interpretation of any part of this overall document, SPCAA's interpretation shall govern.

COMPLIANCE WITH PUBLIC BID REQUIREMENTS

By submission of a proposal, the bidder agrees to be bound by the requirements set forth in this public solicitation. SPCAA, at its sole discretion, may disqualify a proposal from consideration if SPCAA determines a proposal is nonresponsive and/or non-compliant, in whole or in part with the requirements set forth in this public solicitation.

BINDING EFFECT OF PROPOSAL

Each bidder agrees to and shall be bound by the information and documentation provided with the proposal unless otherwise agreed in writing and signed by SPCAA’s Executive Director.

RIGHT TO MODIFY, RESCIND, OR REVOKE PROCUREMENT

SPCAA reserves the right to modify, rescind, or revoke this procurement, in whole or in part, at any time prior to the date on which the authorized representative of SPCAA executes an agreement with the selected bidder.

DEBARMENT AND SUSPENSION

Pursuant to OMB 2 CFP Part 200, the Bidder shall comply with the non-procurement debarment and suspension common rule, Debarment and Suspension. This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

INDEPENDENT CONTRACTOR STATUS

It is expressly understood that the bidder named in any contract entered into by SPCAA is acting as an independent contractor and not as an agent or employee of SPCAA.

ADDENDUM TO THE RFP

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the SPCAA’s website and emailed to bidders. All addenda issued during the time of bidding will be incorporated into any resulting contract.

QUESTIONS

Questions shall be submitted in accordance with the timetable outlined in Section 1. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the vendor of any responsibilities under this solicitation or any subcontract contract. It is the responsibility of the interested vendor/contractor to assure that they received responses to questions if any are issued.

REPRODUCTION

If, in the proposal, the bidder makes any changes whatsoever to spcaa’s published procurement, the published version shall govern. furthermore, if an alteration of any kind to SPCAA’s published procurement is discovered, the contract is subject to immediate cancellation.

BIDDER CONDUCT

No gratuities will be accepted including meals, gifts, or tips during this public solicitation process. Violation of these conditions may subject the bidder to immediate disqualification from the Proposal process.

PUBLIC DISCLOSURES

No public disclosures or news releases pertaining to this procurement shall be made without prior written approval of SPCAA.

USE AND DISCLOSURE OF INFORMATION

If a proposal includes proprietary data, trade secrets, or information the bidder wishes to exclude from public disclosure, then the Bidder must specifically label such data, trade secrets, or information as follows: **PRIVILEGED AND CONFIDENTIAL – PROPRIETARY INFORMATION.**

To the extent permitted by law, information labeled by the bidder as proprietary will be used by SPCAA only for purposes related to or arising out of the following: evaluation of proposals, selection of a bidder pursuant to the procurement process, and/or negotiation and execution of an agreement, if any, with the selected bidder.

OWNERSHIP OF PROPOSALS

All proposals become the physical property of SPCAA upon receipt.

PROPOSAL BOND REQUIREMENT

No bond is required for this proposal.

TAXES

SPCAA is exempt from local sales tax and federal tax and taxes should not be included in the price proposal. SPCAA's Tax Exemption Certificate will be furnished upon bidder's written request to SPCAA.

GOVERNING LAW

Bidders shall comply with all applicable federal, state, and local laws and regulations. Bidder is further advised these requirements shall be fully governed by the laws of the State of Texas.

OVERCHARGES

The bidder hereby assigns to SPCAA any and all claims for overcharges associated with any Agreement resulting from this procurement which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973) and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

SUPPLEMENTAL MATERIALS

Bidders are responsible for including all pertinent product information in the proposal. Literature, brochures, data sheets, specification information, and completed forms requested as part of the proposal and any other facts, which may affect the evaluation and subsequent award, should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the proposal, must also be in the proposal.

PRICING

Where unit pricing and extended pricing differ, the price that best benefits SPCAA, as determined by SPCAA, will prevail.

QUANTITIES

The attention of the Bidder is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of proposals. Quantities ordered may be increased or decreased by SPCAA as deemed necessary during the Agreement period.

BIDDER PRESENTATIONS

Bidders may be invited to SPCAA to present their goods and/or services. SPCAA will establish the format, time, date, and location for presentations. SPCAA will not reimburse bidders for any costs they may incur related to these presentations.

TERMS AND CONDITIONS

PRICES

Prices and/or rates will remain firm for the term of the agreement. The pricing policy proposed and submitted must address the following concerns:

- The structure must be clear, accountable, and auditable.
- It must cover the full spectrum of services required.
- Costs and compensation must be consistent with the rates established or negotiated as a result of this procurement issued based on this agreement.

FORMAL CONTRACT AND/OR PURCHASE ORDER

No employee of the contractor is to begin work prior to receipt of a SPCAA contract executed by SPCAA's Executive Director. The contract shall serve as the authorization to proceed.

SHIPPING

F.O.B. destination; freight prepaid.

ATTORNEY'S FEES

If any legal action commences or is necessary to enforce or interpret the terms of this procurement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party may be entitled.

PROPOSAL EVALUATION PROCEDURES

BASIS OF AWARD

The bidder selected for award will be the bidder whose proposal, as presented in response to the RFP and as determined by SPCAA in accordance with the evaluation criteria set forth in this RFP, is to be the most advantageous to SPCAA. SPCAA is not bound to accept the lowest bid proposal.

NEGOTIATION WITH BIDDERS

Bidders submitting proposals may be afforded an opportunity by SPCAA for discussion and revision of proposals. Revisions may be permitted after submissions of proposals and prior to award for the purpose of obtaining best and final offers. SPCAA may conduct negotiations with responsible bidders who submit proposals found to be reasonable and likely to be selected for award pursuant to the selection criteria set forth in this RFP. In conducting negotiations, SPCAA will not disclose information derived from proposals submitted by competing bidder(s), except as and if law requires disclosure.

MODIFICATION OF PROPOSALS

All bidders will be afforded the opportunity to submit best and final proposals if:

- Negotiations with any other bidder result in a material alteration to the RFP and
- Such material alteration has a cost consequence that could alter the bidder's proposed quotations regarding rates for goods or services.

EVALUATION OF PROPOSALS

Submission of a proposal indicates the bidder's acceptance of the evaluation process set forth in this RFP and the bidder's acknowledgment that subjective judgments may be made by SPCAA in regard to the evaluation process.

ALTERNATE DISPUTE RESOLUTION

OFFICER TO OFFICER

In the event of conflicts, SPCAA's Executive Director and a representative of the bidder will arrange a prompt meeting, without legal representation, to make an honest effort to resolve the differences.

MEDIATION

If the previous remedy does not resolve the dispute, then the parties will enlist the services of a private mediator recognized by the courts of the State of Texas to resolve the differences. The parties may engage legal representation.

ARBITRATION

If a resolution is still unable to be resolved then the matter will be handed over for arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Costs for arbitration will be split equally between SPCAA and the bidder.

APPEALS PROCESS

An appeal may occur when a bidder believes they were treated unfairly in the contract award process. All appeals must be handled in accordance with the following procedural guidelines:

- Appeals must be submitted in writing within ten working days from receipt of the letter of rejection to:

Mr. William D. Powell, Jr.
Executive Director
South Plains Community Action Association Inc.
411 Austin Street
Levelland, Texas 79336

- The bidder must base the appeal upon why they, rather than the bidder selected for the award, deserve the contract.
- The bidder shall submit relevant information and any additional documentation requested by SPCAA's Executive Director to substantiate the basis for the bidder's appeal.
- Upon receipt of all requested documentation supporting the appeal, SPCAA's Executive Director will assess the appeal.
- Notification of the action taken by SPCAA's Chief Executive Director will be mailed to the bidder.
- The decision of the Executive Director shall be final.

CONTRACT PROVISIONS

The following terms and conditions shall be a binding part of an executed contract:

Insurance

Vendor/Contractor shall, at all times during the term of this contract be responsible for any insurance coverage as applicable.

Indemnification

Each party shall to the extent allowed by law, indemnify, hold harmless, and defend the other party, its officers, directors, employees, and agents from and against any and all liability for injury, disallowed cost, damages, claims, losses, and expenses, including attorneys' fees and costs of suit caused by any act or omission of either party, its employees, volunteers, agents, program participants, or anyone for whose acts any of them may be liable, any subcontractor or anyone directly or indirectly employed by them or anyone for whose act any of them may be liable regardless of whether such acts or omissions are caused by the party indemnified hereunder.

No provision, term, or condition in the contract regarding indemnification obligations shall be construed to limit the application of insurance procured by the contractor in accordance with the requirements set forth in the contract.

Access to Records and Retention

SPCAA, the awarding agencies, the U.S. Comptroller General, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of vendor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

Vendor shall maintain records generated and rendered pursuant under this contract for a period of at least three years following the end of the contract term.

Conflict of Interest

It is the responsibility of the vendor to comply with applicable laws, rules, regulations, ordinances, and other legal requirements regarding conflict of interest and nepotism. In that regard, vendor is required to have in place and at all times follow policies to ensure such compliance to avoid prohibitive conflict of interest or the appearance thereof, in an actual or suspected conflict of interest or the appearance thereof occurs or is alleged, vendor shall promptly identify same, review the matter with its legal counsel, and advise SPCAA (i) what factually occurred, (ii) if there was there any violation of legal requirements or policy, and (iii) what will be the corrective action to address that matter and prevent any recurrences.

Reporting of Fraud, Waste and Abuse

The vendor shall fully cooperate with agency's efforts to detect, investigate, and prevent waste, fraud, and abuse. Vendor shall immediately notify agency of any identified instances of waste, fraud, abuse, or other serious deficiencies.

The vendor may not discriminate against any of its employees or other persons who report a violation of the terms of this contract or of any law or regulation to agency or to any appropriate law enforcement authority, if the report is made in good faith.

Political Activity Prohibited

Funds provided under this contract shall not be used for influencing the outcome of any election, the passage or defeat of any legislative matter, or used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government.

Contract Violations and Penalties

In the event of an established contract violation, SPCAA will notify the vendor in writing of the action to be taken, based on the nature of the violation. SPCAA has the option of establishing a corrective action plan, which will be negotiated with vendor on an individual basis, depending on the nature of the contract violation. Further violation of the corrective action plan may be grounds for suspension or termination of the contract.

Termination

SPCAA reserves the right to terminate the contract for default if vendor breaches any of the terms therein, including warranties of vendor or if vendor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies SPCAA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the services within the proper amount of time, and/or to properly perform any and all services required to SPCAA's satisfaction and/or to meet all other obligations and requirements.

If, for any reason, vendor shall fail to fulfill in a timely and proper manner its obligations under the contract, or vendor violates any of the covenants, agreements or stipulations of this contract, SPCAA shall thereupon have the right to terminate the contract by giving written notice to vendor of such termination and specifying the effective date thereof, at least thirty days before the effective date of such termination. In that event, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or any other material prepared by the vendor under this contract shall, at the option of SPCAA, become its property and vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed which is usable to SPCAA.

This contract may be terminated without cause upon thirty day's written notice to the other party or by mutual agreement of the parties.

Debarment and Suspension

The vendor certifies that it is not on the non-procurement portion of the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension.

Equal Employment Opportunity

The parties agree to comply with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 relating to Equal Employment Opportunity, and as amended by regulations at CFR part 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor.

Byrd Anti-Lobbying Amendment

Vendor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or award covered by 31 U.S.C. 1352.

Clean Air Act

The parties agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.), as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency.

Copeland Anti-Kickback Act

Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations 29 CFR part 3, Contractors and Subcontractors on Public Building or Public Work Finance in Whole or in Part by Loans or Grants from the United States. This act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Governing Law and Venue

The parties shall comply with all applicable federal, state, and local laws and regulations. This contract and the rights and obligations of the parties hereto shall be governed by, and construed solely under and in accordance with the laws of the State of Texas.

Any alterations, additions or deletions to the terms of the contract which are required by changes in federal law and regulations or state statutes and regulations are automatically incorporated into the contract and shall become effective on the date designated by such law or regulation.

The parties agree that venue for any judicial proceeding under this contract shall be in the State of Texas and that exclusive venue shall be in Hockley County, Texas. If a judicial proceeding is brought in the United States District Court then said lawsuit shall be brought exclusively in the United States District Court, For the Northern District of Texas Division.

Appendices

FORM I – PROPOSAL COVER STATEMENT

Company Name _____

Company Mailing Address _____

Phone Number _____

Contact Name _____

Contact Title _____

Contact Email Address _____

COMPANY STATUS: Corporation Partnership Individual

COMPANY CLASSIFICATIONS

Women Business Enterprise (WBE)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Certification Number	_____
Minority Business Enterprise (CMBE)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Certification Number	_____
Historically Underutilized Business (HUB)	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	Certification Number	_____

PROPOSAL SERVICES:

It is agreed by the undersigned supplier that the signed delivery of this proposal represents the supplier’s acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions. Signature of the authorized representative must be of an individual who legally may enter their organization into a formal contract with SPCAA.

Failure to sign this Proposal Cover Statement, or signing it with a false statement, shall void the submitted proposal or any resulting contracts, and the supplier shall be removed from all proposal lists. By the signature below, the signatory for the supplier certifies that neither they, the firm, corporation, partnership, nor institution represented by the signatory or anyone acting for such firm, corporation, partnership, or institution has violated the antitrust laws of this state, codified at Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation, partnership, or institution submitting a proposal committed any other act of collusion related to the development and submission of the proposal.

By signing this offer, supplier certifies that if a Texas address is shown as the address of the supplier, supplier qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.8.

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

FORM II – RESPONDENT INFORMATION

Formal name and all assumed names used by the proposing business entity:

Structure of business entity (sole proprietorship, partnership, corporation, etc.):

State in which business entity was formed or incorporated:

Physical address and mailing address:

Principal place of business:

Primary Contact Person (including name, title, address, telephone number, and email address):

Please provide responses to the following items:

A. Describe services your organization has provided in the past 5 years that demonstrates your organization’s capability to carry out the proposed services.

(Insert narrative here.)

B. Describe the scope of activities and at least one organization for which these services were provided.

(Insert narrative here.)

C. Describe any relevant experience in providing similar services to non-profit or public entities.

(Insert narrative here.)

D. Counties listed in RFP in which you can provide service.

(Insert narrative here.)

E. Include at least three (3) references from clients for whom similar services were performed or products were provided. Include company name and telephone number, project description, and contact names/titles for each reference.

(Insert narrative here.)

FORM III – CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

I acknowledge that it has been requested of my company to submit a bid for the solicitation cited above. I understand and acknowledge my responsibilities relating to conflict of interest and non-disclosure of information obtained throughout this bid and submittal process.

If any conflict of interest is present, please identify the relationship with SPCAA personnel or SPCAA Board of Directors on this document. Identification of conflict of interest does not necessarily merit disqualification from this bid opportunity. If identified, the conflict will be investigated before the bid is awarded. If during the submission and evaluation process, I become aware of an actual or possible conflict of interest, I will notify SPCAA’s designated project coordinator and seek advice on withdrawing from consideration.

Further, I will disclose no information obtained under this solicitation to anyone participating in this bid opportunity. Specifically, I will not disclose any information from technical or cost/pricing submissions of these offers, except to SPCAA reviewers officially assigned to this solicitation.

Finally, if anyone outside the official review chain seeks information about the procurement, I will not supply any information but will refer him or her SPCAA’s designated project.

- () I affirm that there is no conflict of interest affiliated with my submission of this bid document.
- () I affirm that there is a conflict of interest affiliated with my submission of this bid document.

The nature of my conflict of interest pertains to my relationship with the following SPCAA personnel or SPCAA Board of Director representative:

Insert response here.

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

FORM IV – STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to SPCAA a bid or proposal does hereby certify that:

- A. All statements of fact in such bid or proposal are true;
- B. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation;
- C. Such bid or proposal is genuine and not collusive or sham;
- D. Bidder has not, directly or indirectly by agreement, communication, or conference with anyone, attempted to induce action prejudicial to the interest of SPCAA or of any other bidder or anyone else interested in the proposed procurement;
- E. Bidder did not, directly or indirectly, collude, conspire, connive, or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- F. Bidder did not, in any manner, directly or indirectly seek by agreement, communication, or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit, or cost element of their bid or proposal price, or that of anyone else;
- G. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to SPCAA, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- H. Bidder did not provide, directly or indirectly to any officer or employee of SPCAA any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
- I. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by SPCAA, either currently or within the last two years, or is related to any officer or employee of SPCAA by blood or marriage within the third degree. An exception to this section may be granted by approval of SPCAA Board prior to contract award.
- J. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of Texas, that the foregoing is true and correct and that this certification was executed on _____ at

(date)

_____, Texas
(County)

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

FORM V – ASSURANCES

I have read the request for sealed Bids materials and understand the intent, limitations, and requirements of services purchased under specific programs and the contractual requirements of South Plains Community Action Association, Inc. (SPCAA).

I hereby certify that all information in the Bid is true and correct, and accurately reflects the services of my company. I understand and certify that I will comply with the programmatic and contractual requirements placed upon me as a contractor for SPCAA.

I certify that no collusion has occurred who submitted bids with the regard to requested to this sealed bid. I understand and certify that I will comply with the financial contractual requirements placed upon me from SPCAA.

I understand and agree that this bid is not a contract and that SPCAA is not obligated to pay for costs incurred in the preparation of this bid or costs incurred prior to the execution of a written contract or prior to the receipt of funds designated for this program from the funding agency.

I understand and agree that the contract provisions may vary from the provisions set forth in this request, when deemed necessary by SPCAA; however, I agree to abide by the contract provisions contained in the proposed contract.

I understand and agree that SPCAA may utilize information provided outside of this request in evaluating this bid.

I understand and agree that we may be subject to an on-site review and must be able and willing to provide documentation of information in the bid at the request of SPCAA prior to execution of a contract.

I understand and agree that SPCAA has the right to reject any and all bids and negotiate outside of the terms of this bid.

I understand and agree that SPCAA, is not required to select the lowest cost bid and SPCAA reserves the right to award contract(s) to multiple vendors to achieve best value and performance.

I understand and agree that any material misrepresentation or deliberate omission of a fact in this bid may be justification for rejection of the bid.

I understand and agree to abide by all federal, State and local laws, policies and regulations governing these and those additional rules which may be promulgated, or as amended, subsequent to the execution of a contract.

I understand and agree that we may be subject to a monitoring review or audit by the U.S. Department of Labor, Texas Workforce Commission, Texas Department of Housing and Community Affairs, Office of Inspector General, and/or South Plains Community Action Association. We also understand that we may be required to provide a copy of the most recent audit as part of the contracting process.

I understand and agree to submit this bid in a good faith effort to provide services to the benefit of economically disadvantaged individuals eligible for services under this bid.

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

FORM VI - ASSUMED EXPENSES AND NO CLAIM ACKNOWLEDGEMENT

By participation in the bid process, bidder assumes all expenses incurred. If not selected, bidder shall have no claim against SPCAA, its officers, board members, employees, and agents as a result in this bid process.

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

FORM VII – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. The prospective participant certifies to the best of its knowledge and belief that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment 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 proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instruction for Certifications

1. By signing and submitting this proposal, the prospective vendor is providing the certification set forth 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 vendor shall submit an explanation of why it cannot provide the certification set out below; the certification or explanation will be considered in connection with SPCAA’s determination whether to enter into this transaction. However, failure of the prospective vendor 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 place when SPCAA determined to enter into this transaction. If it is later determined that the prospective vendor knowingly rendered an erroneous certification, in addition to other remedies available, SPCAA may terminate this transaction for cause of default.
4. The terms, covered transaction, debarred, suspended, ineligible, vendor, person, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
5. The prospective vendor agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by SPCAA entering into this transaction.
6. Except for transactions authorized under paragraph (5), if a vendor in a covered transaction knowingly enters into a transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available, SPCAA may terminate this transaction for cause of default.

Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date

**FORM VIII – CERTIFICATION REGARDING FEDERAL LOBBYING
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)**

PART A. PREAMBLE

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, New Restrictions on Lobbying, published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances.

PART B. CERTIFICATION

This certification applies only to the instant federal action for which the certification is being obtained and 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 \$100,000 for each such failure.

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

1. No federally 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 any 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally 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 these federally funded contract, subcontract, subgrant, 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 covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? Yes No

Name of Contractor/Potential Contractor:	Vendor ID No. or Social Security No.:	Program No.:
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Name of Vendor: _____

Signature, Authorized Representative

Title, Authorized Representative

Typed Name of Authorized Representative

Date