

## I. ***General Information***

### ***Date of RFQ issue:***

April 1, 2021

### ***Project overview:***

EARPDC is looking for an all-encompassing accounting software with HR, Payroll and Project Management features. The Commission includes both onsite and cloud-based software styles.

### ***Point of contact:***

Karrissa Swearengin

Director of Finance

East Alabama Regional Planning and Development Commission

PO Box 2186

Anniston, AL 36202-2186

256-237-6741 x 187

Fax: 256-237-6763

karrissa.swearengin@earpdc.org

### ***Introduction:***

East Alabama Regional Planning and Development Commission (EARPDC) is a public non-profit corporation operating under the laws of the State of Alabama, enacted under Act No. 1126, 1969 Legislative Session. The Commission provides a wide range of services to member governments within the ten-county service area: Calhoun, Chambers, Cherokee, Clay, Cleburne, Coosa, Etowah, Randolph, Talladega, Tallapoosa, as well as the municipalities and residents located within.

The Commission provides services financed through a number of federal and state agencies. Serving as the Area Agency on Aging region, the Commission plans for and implements a wide range of services for the growing and changing elderly population within the region. The Commission also focuses on expanding public transportation services to encompass all counties, especially responding to the ever-increasing senior population and the disabled. As the designated EDA Economic Development District and ARC Local Development District, the Commission works with stakeholders in the region to further the community and economic development issues and opportunities by assisting local governments and economic development organizations to foster economic growth to create jobs and increase personal incomes.

EARPDC financially manages 23 grants and 23 fee for service contracts with an estimated annual budget of \$20 million. Sources of these funds include membership fees, fees for contract, business loans, state-appropriated, grant and match funds. There are 78 employees with an additional 54 grant employees. 5 employees work in the accounting department, 1 works with human resources and 10 supervisors who will be approving purchase orders and timecards.

On average the Finance department processes 317 batches of cash receipts, 312 batches of bills through accounts receivables and, 186 batches of purchase orders/payable vouchers/checks per year. EARPDC has 308 general ledger accounts.

## II. *Project description in details*

EARPDC's goal is to have an all-in-one accounting software that gives our organization the ability to process:

- loans
- customer billing with ACH capability
- accounts receivables
- accounts payables
- purchase orders with an email approval process
- check printing with ACH capability
- automated timecards to feed into payroll and with an email approval process
- human resource functions
- fund accounting tasks such as automated due-to/due-from recording
- general ledger functions
- fixed asset inventory listing with depreciation calculation
- cash management with bank reconciliation
- document management (attaching scanned copies of third-party paperwork to system documents)
- customizable chart of account maintenance

The commission is looking to make reporting to their stakeholders easier by utilizing standard pre-designed reports as well as creating customized, necessary reports within the software.

The commission prefers software which does not use batch processing. EARPDC prefers live time reporting of entries with the ability to correct current month entries. The software will need to comply to GASB 34 presentation as well as Governmental Fund presentation.

Software should also not adjust any prior month entries if it uses an allocation approach for fringe and indirect costs. EARPDC would prefer employee leave to be coded directly to the program the employee is working on during the week the leave is used instead of an allocation approach. This allows the annual payroll budget to be set at 2080 regular hours per employee instead of some other amount.

Optional software features:

- employee portal for timecards, paychecks, w-2s and other benefit information;
- the ability to allow users outside of the Finance Department to view and approve P.O.s and timecards in the software;
- Contract Management module;
- Project Management module;
- Acceptance of Credit Card payments

### ***Technology stack:***

Existing server specifications:

- HP ProLiant ML350 Gen9
- Windows Server 2016 Standard
- 2 Intel Xeon E5-2640 Processors
- 32GB of RAM
- 1.7 TB Hard Drive with 701GB of free space

End user computer specifications:

Desktop #1:

- Processor: Intel Core i7-9700 CPU @ 3.00 GHz
- RAM: 16 GB
- OS: Windows 10 64-bit

Desktop #2:

- Processor: Intel Core i5-6600 CPU @ 3.30 GHz
- RAM: 8 GB
- OS: Windows 10 64-bit

Desktop #3:

- Processor: Intel Core i5-8265 CPU @ 1.60 GHz
- RAM: 8 GB
- OS: Windows 10 64-bit

Desktop #4:

- Processor: Intel Core i3-7100 CPU @ 3.40 GHz
- RAM: 8 GB
- OS: Windows 10 64-bit

Desktop #5:

- Processor: Intel Core i5-4570 CPU @ 3.20 GHz
- RAM: 8 GB
- OS: Windows 7 64-bit

Laptop #1:

- Processor: Intel Core i3-8145 CPU @ 2.10 GHz
- RAM: 4 GB
- OS: Windows 10 64-bit

***Expected Deliverables:***

Vendors will adhere to all guidelines, timelines and requests specified in this RFQ. Deliverables include but are not limited to:

- full financial software licenses for 6 users with an optional 10 additional users with view only (approval) status and 140 employees who have access to a cell phone-based (or web-based) employee HR & payroll portal
- maintenance and support, as may be required
- technical implementation services, including configuration, facilitating user acceptance testing, corrective actions, onsite and/or remote training, and data migration
- post implementation support until fiscal year audit process which includes the date of data migration is completed (estimated 18 months from start of project)

III. *Proposal deadlines & ideal project milestones*

<b>Action</b>	<b>Responsibility</b>	<b>Date</b>
Issue of RFP	EARPDC	04/01/21
Deadline to Submit Questions	Potential Vendors	05/03/21
Response to Written Questions/RFP Amendments	EARPDC	05/07/21
Submission of Offer	Vendor(s)	05/14/21
Offer Evaluation & Selection of Finalists	Evaluation Committee	05/19/21
Notification of Qualified Status	Evaluation Committee	05/21/21
Product Demonstrations by Qualified Vendors	Vendors	6/1/21-6/11/21
Present Contract for Board Approval	Evaluation Committee	06/23/21
Contract Award	Evaluation Committee	06/25/21
Protest Deadline	Vendors	07/09/21
Project Initiation	Vendor	07/12/21
Data Mitigation	Vendor & EARPDC	09/01/21
Employee Training	Vendor & EARPDC	10/01/21
Database Monitoring	Vendor	3 months
Technical Assistance	Vendor	Through 1 <sup>st</sup> Fiscal Year Close & Audit Process

IV. *General terms and conditions*

All Vendors responding to this RFQ must supply all services specified in this RFQ and must be the sole entity responsible for all aspects of performance regarding the services, labor and materials required to meet this RFQ's requirements, if awarded the engagement. The Commission will consider proposals which contemplate subcontracting, provided that the Offeror: (a) serves as the sole general contractor throughout the engagement; (b) assumes full

responsibility for the performance of all subcontractors; (c) does not subcontract all or substantially all of the performance requirements set forth in this RFQ and its attachments or exhibits; and (d) is responsible for payments and contractual obligations from those they choose to subcontract. EARPDC will not have any responsibility nor liability to any subcontractor on this project.

All Vendor Proposals shall be prepared simply as per the format and instructional requirements in Section V of this RFQ below. Vendors are discouraged from submitting promotional brochures and extensive artwork, as this may delay the review of the vendor's proposal.

The Commission will not be responsible for any expenses incurred by Vendors for preparing a response to this RFQ. The costs of developing and submitting a proposal are the responsibility of the Vendor.

All Vendors planning to respond to this RFQ are responsible for the following:

- examining all documents and all addenda with appropriate care;
- informing itself with respect to all conditions which might in any way affect the cost of performance of any work.

Failure to do so will be the sole risk of the Vendor. Any failure to fully investigate the foregoing conditions shall not relieve the Vendor from responsibility for estimating properly the difficulty or cost of successfully performing the work.

The Commission anticipates that Vendors will have questions on various RFQ topics. In the event clarification is needed on any part of the RFQ, Vendors must submit written questions to the Commission Contact named above. Written questions must be submitted no later than **May 3, 2021**. The Commission's written answers to all questions received by the deadline will be simultaneously distributed to prospective Vendors on or before **May 7, 2021**.

The Due Date for submitting a Response to this RFQ is **May 14, 2021, 12:00 PM**, as determined by the Commission. Proposals received after that date and time will not be considered. Proposals shall be either sent by email, mail or hand-delivered to Commission Contact at the address noted above.

In addition to examining of the Request for Qualification Documents, each Vendor shall make all other necessary arrangements as needed to become fully informed regarding all existing and expected conditions and matters which might in any way affect the cost or the performance of the work.

If a Vendor deems it necessary, all additional costs for potential unknown conditions should be itemized in the RFQ response, as a range between lowest and highest estimated costs. Vendors may not claim ignorance of the requirements in an effort to relieve the Vendor of their liability and obligation under the subsequent contract.

A Vendor may, without prejudice to itself, withdraw or modify its response to this RFQ by written request, provided that the request is received by Commission prior to the Proposal Due Date at the address to which proposals were to be submitted. Following its withdrawal, the Vendor may submit a new response, provided that delivery is affected prior to the Proposal Due Date. Proposals may not be modified after the Due Date, except through discussions/negotiations initiated by the Commission.

The Commission may, at its discretion, modify any provision or part of the RFQ at any time prior to the Proposal Due Date. Copies of all such amendments will be simultaneously sent to all prospective Vendors who have received a copy of the RFQ and are participating in the RFQ process.

If the Commission issues an amendment to the RFQ, prospective Vendors shall acknowledge receipt of such amendment by (a) signing and returning a copy of the amendment to the Commission Contact; or (b) acknowledging receipt of the amendment by letter, telephone facsimile, or email. All acknowledgments shall be submitted no later than the time specified for receipt of proposals.

Representations or statements regarding this RFQ must be made in a written communication from the Commission Contact section identified on page 1 in this RFQ. This is to ensure that the same information is consistently disseminated to all Vendors. Vendors shall not consider any oral representations or statements by any other officer, employee, or agent of the Commission to be an official expression on its behalf.

EARPDC has the option to: (a) make an award on the basis of a Vendor's initial submission and presentation, (b) make an award after conducting further discussions and/or negotiations with any Vendor(s), or (c) make no award. The Commission is unable to predict which of these alternatives will ultimately be selected.

It is the Commission's intention to award a contract based on the information contained within the proposals received, as well as information obtained from other sources. The Commission reserves the right to accept or reject any and/or all proposals and to award a contract which it considers the most advantageous to the Commission and its Board of Directors. As part of the evaluation process, EARPDC may find it necessary to add or delete services from the respondent's proposal to make equivalent evaluation comparisons.

The Commission reserves the right to cancel this RFQ at any time prior to the execution of a written Agreement and without any liability to Commission, if in its sole determination the Commission's best interests would be served.

Vendors are reminded that the schedule in Section III represents the Commission's best estimate, and that target dates are subject to change. Accordingly, dates for award or contract execution are estimates.

All Vendor proposals, information, and responses will be incorporated into and made a part of any final Agreement between the Commission and the successful Vendor. Once submitted, proposals become the property of the Commission, and will not be returned to Vendors.

Accordingly, Vendors shall not submit materials, which cannot be incorporated into the Agreement. Commission may disqualify any Vendor which submits a proposal or agreement that directly or indirectly attempts to preclude or limit the effect of this requirement.

Vendor proposals submitted in response to this RFQ represent binding offers and must remain valid for a period of 120 days from receipt by Commission, or until discussions/negotiations are concluded, whichever is later. However, nothing in this RFP shall be construed to obligate EARPDC to negotiate or enter into a contract with any particular firm(s). This RFQ shall not be deemed to be an offer to contract or to enter into a binding contract or agreement of any kind.

If the Vendor is selected for award, the Vendor shall obtain or possess the following insurance coverages, and will provide Certificates of Insurance to the Commission, to verify such coverage as a condition precedent to award:

1. **Workers' Compensation** - The contractor shall provide coverage for its employees with statutory workers' compensation limits, and no less than \$500,000.00 for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of Authority and its agents, employees and officials.
2. **Commercial General Liability** - The contractor shall provide coverage for all operations including, but not limited to Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than \$2,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent. The General Aggregate limit shall either apply separately to this Contract or shall be at least twice the required occurrence limit.
3. **Business Automobile Liability** - The contractor shall provide coverage for all owned, non-owned and hired vehicles with limits of not less than \$1,000,000.00, per occurrence, Combined Single Limits (CSL) or its equivalent.

V. ***Method of submittal:***

The vendor's response to the RFP shall be submitted in the following format and order. Please include the following:

1. **Cover Sheet**
2. **Table of Contents**
3. **Vendor Profile** - This section is to provide information about the Company. Number of years in business, Office location(s). If the firm submitting the RFP and the product software provider are not the same company, separate information shall be provided for the vendor submitting the proposal and the software product provider.
4. **Project Staff Background** – This section is to describe the proposed project staff (including sub-contractors) that will be assigned and dedicated to the project. Technical and design support staff, skills, and structure.
5. **Software Features** – This section is to provide information about the software and the application solution offered. Fill out the checklist in the attached spreadsheet called “Software Requirements”.
6. **Experience and References** - This section is to describe Vendor's past projects that are similar to this project in terms of size and scope and utilize the proposed Accounting Software. At least three Accounting Software references in municipal government, not-for-profit or county government must be listed. Please include point of contact for reference, title, organization, email, and phone number.
7. **Implementation Plan** – This section is to include an implementation plan addressing the fully-mapped conversion of existing data that is archived in the Commission's current Accounting Software, installation and testing of the new Accounting Software.
8. **Education and Training** – In this section, the vendor is to provide a proposed plan for education and training including the anticipated number of hours and the location where the training is to take place. It should also include expected outcomes to provide staff training and guidance on the utilization of the Accounting Software and best practices in setting up internal controls and accounting procedures.

9. **Contract Terms** – This section includes information on various contract terms. A copy of the Vendor’s most recent contract documents should be attached.

Should the Commission enter into a contract with a potential vendor, said contract must contain acceptance of the following addendums:

- Contract Termination Clause for both cause and convenience
- Civil Rights Clause;
- Disbarment Clause;
- Agreement to Comply with Federal and State laws;
- No Federal or State obligation to contract;
- Statement of Non-conflict of Interest;

The contract will need to comply with the specific language of the afore mentioned addendums found in Appendix A of this document before EARPDC will sign for approval.

10. **Pricing template** – Detailed cost information for the proposed Accounting Software shall be provided in a separate envelope (or email) clearly marked with the vendor’s name and the word “PRICING”. All costs should be itemized in complete detail using the categories below:
- a) Data Migration Costs (2 years of data: Audited FY 2020 & Unaudited FY 2021);
  - b) Other one-time, set-up and initiation fees/costs;
  - c) Accounting software licensing cost presented on a monthly basis;
    - full licenses for 6 users,
    - OPTIONAL: view only (approval) status for 10 additional users and cell phone-based (or web-based) employee HR & payroll portal for 140 employees
  - d) Initial software training cost;
  - e) Other ongoing maintenance, long term training, and support costs (note if these charges are monthly or annual).

The professional fee schedule will include any cost associated with the software profile above. The Commission will also assume the data created using the software as a result of any future contract with the Commission will become property of the Commission.

If using an electronic method of delivery, please attach the bid documents in MS Word/Excel or PDF format. Failure to conform to this format will be cause for rejection of the proposal.

## VI. ***Evaluation of Proposals:***

Evaluation team will include EARPDC’s finance staff. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. Proposals will initially be evaluated in accordance with predetermined criteria, with clarifications as EARPDC deems necessary. The evaluation process is not designed to award the contract to the vendor of least cost, but rather to that respondent with the best combination of attributes and offerings based upon the evaluation criteria.

Evaluation team will contact and evaluate the firm’s and subcontractor’s references; contact any firm to clarify any response; contact current users of the firm’s services; and seek and review any other information deemed pertinent to the evaluation process.

Total scoring will be based on a 100-point scale. The 70 points will be used in stage one of the evaluation process. To be considered “Qualified”, a Respondent must receive a minimum 40 points in this part of the evaluation.

EVALUATION CRITERIA	POINTS AWARDED
<b>Technical Approach</b> 1. Response to Questions outlining the method of operation 2. Contingencies / requirements of Commission 3. Capacity for multiple contractual obligations 4. Evidence of availability to deliver in the timeline 5. Proposed project timeline	<b>0 – 25 points</b>
<b>Similar Projects and References</b> 1. Prior experience with three similar projects 2. References from at least three entities for similar projects or work 3. Successful past projects with Authority	<b>0 – 20 points</b>
<b>Qualification of Staff</b> 1. Staff qualifications and subject knowledge 2. Evidence of experience and skill	<b>0 - 15 points</b>
<b>Price proposal</b>	<b>0 – 10 points</b>
<b>Total</b>	<b>70 points</b>

After stage one of the evaluation is complete, the team will notify and set up interviews with all proposing firms who meet qualified status. It would be preferred that the individual, who will be directly responsible for carrying out the contract, if awarded, be present at the software presentation.

Presenters should be prepared with 5 sample processes. They all will represent the complete life cycle of 1) payable from PO to Check payment/ACH deposit to G/L reporting drill down; 2) billing from receivable creation to deposit in bank account to G/L reporting drill down; 3) Chart of Accounts to trial balance, monthly and EOY reporting; 4) new employee entry to timecard to paycheck/ACH deposit to G/L reporting drill down; 5) log in creation to security audit.

3-hour presentation time will be allotted for all qualified vendors. The 30 points remaining will be used in stage two of the evaluation process. Evaluation team will grade on the following criteria:

EVALUATION CRITERIA	POINTS AWARDED
<b>Software Features</b>	<b>0 – 15 points</b>
<b>Software Quality and Ease of Use</b>	<b>0 – 10 points</b>
<b>Ability to conform to internal controls and fiscal regulations</b>	<b>0 – 5 points</b>
<b>Total</b>	<b>30 points</b>

After all the presentations have been completed, the evaluation team will total the points from both stages of the evaluation process and will offer the bid to the vendor with the highest points. In case of a tie, the vendors with a similar score will be ranked by the highest reference score then the lowest overall cost of the total project.

## *Appendix A:*

### **CONTRACT TERMINATION CLAUSE**

**A. Termination for Convenience** The Commission may terminate this contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in EARPDC's best interest in compliance with 49 U.S.C. Part 18/FTA Circular 4220.1F. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to Commission to be paid. If the CONTRACTOR has any property in its possession belonging to the Commission, the CONTRACTOR will account for the same, and dispose of it in the manner the Commission directs.

**B. Termination for Default [Breach or Cause]** If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, the Commission may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Commission that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, the Commission, after setting up a new delivery of performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

**C. Opportunity to Cure (General Provision)** The Commission in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to Commission's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from Commission setting forth the nature of said breach or default, Commission shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude Commission from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

**D. Waiver of Remedies for any Breach** In the event that Commission elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by Commission shall not limit Commission's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

### **CIVIL RIGHTS**

The CONTRACTOR agrees to comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal Government determines otherwise in writing. These include, but are not limited to, the following:

**A. Nondiscrimination in Federal Programs** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

**B. Nondiscrimination – Title VI of the Civil Rights Act** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier

of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq.

**C. Equal Employment Opportunity** The CONTRACTOR agrees to comply, and assures the compliance of each subcontractor, lessee, third party contractor, or other participant at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and implementing Federal regulations and any later amendments thereto. The CONTRACTOR also agrees to follow all applicable Federal EEO directives that may be issued. Accordingly:

- 1) General. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, disability, age, or national origin. Such action shall include, but not be limited to, employment, upgrading, demotions or transfers, recruitment or recruitment advertising, layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as “construction,” the CONTRACTOR agrees to comply and assures the compliance of each subcontractor, lessee, third party contractor, or other participant, at any tier of the Project, with all requirements of U.S. DOL regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq.; with implementing Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order No. 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note, and with other applicable EEO laws and regulations, and also agrees to follow applicable Federal directives, except as the Federal Government determines otherwise in writing.

**D. Nondiscrimination on the Basis of Sex** The CONTRACTOR agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing U.S. DOT regulations, “Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance,” 49 C.F.R. Part 25, that prohibit discrimination on the basis of sex.

**E. Nondiscrimination on the Basis of Age** The CONTRACTOR agrees to comply with all applicable requirements of:

- 1) The Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., and with implementing U.S. Health and Human Services regulations, “Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance,” 45 C.F.R. Part 90, which prohibit discrimination against individuals on the basis of age in the administration of programs or activities receiving Federal financial assistance.
- 2) The Age Discrimination in Employment Act (ADEA) 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, “Age Discrimination in Employment Act,” 29 C.F.R. Part 1625, which prohibits discrimination against individuals on the basis of age.

**F. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections** To the extent applicable, the CONTRACTOR agrees to comply with the confidentiality and civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2, and any amendments thereto.

**G. Access to Services for Persons with Limited English Proficiency** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 13166, “Improving Access to Services for Persons with Limited English Proficiency,” 42 U.S.C. § 2000d-1 note.

**H. Environmental Justice** The CONTRACTOR agrees to facilitate compliance with the policies of Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

**I. Other Nondiscrimination Laws** The CONTRACTOR agrees to comply with applicable provisions of other Federal laws and regulations, and follow applicable Federal directives prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing.

### **SUSPENSION AND DEBARMENT**

- 1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 3) This certification is a material representation of fact relied upon by EARPDC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to EARPDC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **COMPLIANCE WITH FEDERAL AND STATE LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal and state financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, federal policies, procedures, and directives.

### **NO OBLIGATION BY FEDERAL or STATE GOVERNMENT**

The Federal Government nor the State of Alabama are not a party to this contract and are not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **DECLARATION OF NON-CONFLICT OF INTEREST**

I, \_\_\_\_\_ the undersigned, representative of \_\_\_\_\_ submitting a tender in respect of declaring the non-conflict of interest, hereby confirm:

- That I, nor anyone on my staff working with this project, does not have any conflict of interest in connection to the contract. A conflict of interest may arise in particular as a result of economic interests, political or national affinities, family, or any other relevant connection or shared interest with any employee or board member of EARPDC
- that I will inform the contracting authority, without delay, of any situation constituting a conflict of interest or could give rise to a conflict of interest;

- that I have not made, and will not make, any offer of any type whatsoever from which an advantage can be derived under the contract;
- that I have not granted, sought, attempted to obtain or accepted and will not grant, seek, attempt to obtain, or accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal or corrupt practice, either directly or indirectly, as an incentive or reward relating to the award of the contract;
- that I understand that EARPDC reserves the right to verify this information and that I am aware of the consequences which may derive from any false declaration in respect of the information required by the awarding body as a condition of participation in the contract procedure.