

CUMBERLAND COUNTY Maine

Request for Proposals

OFFICE FURNITURE AND RELATED SERVICES

RFP Release date	January 09, 2024
Question/ Clarification Submittal Deadline	2:00 pm January 17, 2024
Proposal Deadline	2:00 PM January 25, 2024

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I

Introduction/Overview

Cumberland County Government is seeking proposals from qualified proposers with expertise and experience in providing comprehensive office furniture solutions, including design, delivery, and installation. The successful proposer will assist the County and our A&E firm with its plans to furnish our newly renovated County-owned building located at 27 Northport Drive in Portland Maine. Successful proposer will need to work closely with both Cumberland County and our A&E Firm to deliver and install an array of misc. furniture to fit up the renovated office space. The investment in a County-owned building will be completed using the infusion of funding provided by The American Rescue Act of 2021 under the Coronavirus State and Local Fiscal Recovery Fund.

Schedule

The following estimated timeline should be used as a working guide for planning purposes. The County reserves the right to adjust the schedule as required during the course of the solicitation process. The County will make will make good faith efforts to notify potential proposers of adjustments to the schedule; however, ultimate responsibility for obtaining notice of changes lies with the proposers. Any changes to the proposed schedule will be listed at: https://www.cumberlandcountyme.gov/departments/finance___treasurer/bid_opportunities.php

Questions/ clarification submittal deadline	2:00PM January 17,2024
Proposal Deadline	2:00PM January 25, 2024
Presentations/ interviews	TBD
Notice of Award	On or before February 13, 2024
Target Date for Delivery of Office Furniture	TBD

Cost Incurred by Proposers

The County is not liable for any costs incurred by prospective proposers in the preparation of submitting a proposal in response to this RFP, in presentation of the proposal or any other activities related to responding to this RFP.

Evaluation of Proposers

An Evaluation Committee and or the Compliance Manager will examine proposal response to eliminate those which are determined non responsive to the stated requirements. The Evaluation Committee will then evaluate proposal responses and make recommendations of the top ranked proposer for contract award. The Evaluation Committee will apply the

evaluation criteria set forth in the RFP or in any addenda issued. A detailed evaluation that follows the initial examination may result in a more than one finalist. The Evaluation Committee may request additional information, request an interview, request a presentation, or request revised or best and final offers. Should interviews or presentations become necessary, the County will contact the top scoring firm(s) from the evaluation to schedule a date and time. The County reserves the right to invite some, all, or no proposers for interviews. At the conclusion of the interviews, if any, the Evaluation Committee will conduct final scoring of the proposals and will select one or more of the top ranked proposers to submit best and final offers. The Evaluation Committee will recommend for contract award the proposer(s) whose proposal who fully complied with all of the proposal requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost-benefit, based on the criteria stipulated herein.

Evaluation Scoring Measures

The Evaluation Committee will evaluate proposals received on the following factors.

Product Pricing	15 Points
Product Quality	20 Points
Product Availability, Delivery and Installation	20 Points
Qualifications and Experience	25 Points
Customer Service and Support	20 Points

Proposal Accepted

Each proposer submits its proposal with the understanding that the acceptance in writing by the County of the offer to furnish the services requested shall constitute a contract between the proposer and the County, which shall bind the proposer to furnish the services, in the manner offered in the submission, at the rates accepted, and in accordance with conditions and requirements of the County. A formal contract and/or purchase order will be signed between the County and the successful proposer. Each proposer submits its proposal with the understanding that nothing in this solicitation shall be construed to require the County to award a contract. With the proposal submission, the proposer must indicate that it is prepared to enter into a contract with the County in accordance with the terms and conditions set forth in this solicitation, any addenda, and the proposed contract. Submissions shall be valid for a minimum period of one hundred twenty days (120) from the date of the opening of the submission. Proposals must complete and being willing to

adhere to the federal requirements associated with the fund for this project. Proposals that do not wish to comply will be automatically disqualified.

Request for Clarification and Questions

If any person submitting a proposal is in doubt as to the true meaning of any part of the Scope of Work, other RFP documents, or finds discrepancies in or omissions from the specifications, they may submit to trufant@cumberlandcounty.org a written request for an interpretation or correction no later than 2:00PM January 17,2024, Only written requests will be accepted. The person submitting the request will be responsible for its prompt delivery and verification of delivery. The request must be fully supported with detailed information and reference to a section of the proposal, if applicable, to assist the County in determining whether the request is or is not valid. Any corrections or changes to this RFP will be distributed to recipients who submitted the “Addenda Request” at the address provided. Verbal questions will not be answered, thus preventing an unfair advantage to any Proposer.

II

Background/Details

Cumberland County’s physical space needs for staff and operations have long exceeded available resources, in particular for staff based at the County Courthouse. These space challenges have been significantly exacerbated by the COVID-19 pandemic. Employees in some offices are required to share workspaces, cycling in and out of the office on a rotating schedule because there is not enough room to provide everyone with a workspace. Many other employees who are not able to work remotely are sharing workspaces that are far too small for the number of people working there, and are incapable of providing the necessary space and airflow to reduce the spread of airborne pathogens.

The County is in the process of designing a newly acquired County-owned office building. This newly renovated building will achieve several critical goals for Cumberland County: first and foremost, it will create enough physical space across County-owned properties for all employees to work safely. Second, it will allow County employees to be sited more effectively - the new building will consolidate Executive Staff, the Registry of Deeds, Public Health, and Regional Assessing together on the same campus. Third, the new building will create tax offset opportunities for County taxpayers, by eliminating the need to pay rent in a few large spaces in Downtown Portland, and increasing the opportunity for revenue at the County-owned garage on Newbury Street.

The selected proposer(s) will be responsible for conducting a site visit to assess the space and requirements, developing a design concept that meets the County’s requirements and preferences, coordinating with the County’s project manager/coordinator and A&E firm to ensure that the design meets all relevant standards and specifications, and managing the project

timeline and budget. In addition, the proposer(s) must provide a comprehensive list of office furniture products with applicable discounts, warranty information, supporting product descriptions, images, and certifications. The proposer(s) should ensure that their offerings meet industry standards for durability, safety, and sustainability, while providing ergonomic design features and effective customer support services throughout the procurement process.

The proposer(s) will be responsible for coordinating and executing all aspects of the delivery, installation, and disposal of products, as well as providing necessary training and documentation. They must ensure that products meet industry standards and are backed by a warranty, adhere to safety practices, and manage the disposal of products at the end of their useful life, all while ensuring compliance with applicable laws, regulations, and the County's requirements. It is essential that the selected proposer(s) uphold high standards of quality and timeliness while fostering transparent and effective communication throughout the project.

General Requirements

The selected vendor shall provide:

- A. The ability to coordinate between our selected design firm and the County, as well any pertinent parties regarding project timelines.
- B. The ability to recommend valued options (alternative designs) that may improve efficiency, expedite the schedule, or reduce overall costs for Cumberland County.
- C. To identify, acquire, and submit all necessary approvals required prior to ordering/delivery/installation.
- D. Completed Federal Forms within this packet, additionally upon award comply with any other requirements of the American Rescue Funds.

III

SCOPE OF WORK

Overview:

To provide a comprehensive turn-key solution for the County, which includes design, delivery, and installation services tailored to the specific needs and requirements of the project. The proposer shall collaborate closely with the County project manager/coordinator to ensure that the design meets all relevant standards and specifications while accommodating any unique preferences or needs. The proposer is responsible for managing the project timeline, budget, and compliance requirements, ensuring a seamless and satisfactory completion of the project. The proposer(s) must also be responsive to any concerns or questions raised by the County throughout the project and ensure a seamless and satisfactory completion of the project. The furniture desired would include but not limited to:

1. Private office fit-ups

2. Cubicle style work areas
3. Break out/huddle rooms
4. Conference room furnishings
5. When applicable coordinate with Cumberland County and A&E firm to conduct a site visit to assess the space and requirements, taking into account the existing infrastructure, layout, and any specific needs or preferences of the County.
6. Work with the A&E firm that is designing the office renovation to integrate your product with the developing design concepts that meets the County's requirements and preferences, including furniture selection, color schemes, material choices, ergonomics, and space utilization.
7. Coordinating with the County project manager/coordinator to ensure that the furniture meets all relevant standards and specifications, addressing any concerns or modifications as needed.
8. Providing a project timeline that includes milestones for delivery, and installation, ensuring that the project stays on track and within the agreed-upon timeframe.
9. Providing an estimated budget for the delivery, and installation of the furniture and furnishings, and any contingencies.
10. The proposer shall be responsible for all aspects of the selection and procurement of all furniture, fixtures, and equipment necessary to complete the project. The proposer shall coordinate with the County project manager/coordinator to ensure that all furniture, fixtures, and equipment meet the County's requirements and standards.
11. The proposer shall collaborate with the County to accommodate any specific needs or preferences, such as accessibility, sustainability, or technology integration, ensuring that the design created by the A&E Firm is tailored to the unique requirements of the County.
12. The proposer shall be responsible for ensuring that the furniture is completed on time, within budget, and to the satisfaction of the County project manager/coordinator. The proposer shall provide regular progress updates and be responsive to any concerns or questions raised by the County throughout the process.
13. In the event that any issues or discrepancies arise during the installation process, the proposer shall work closely with the County to promptly address and resolve any concerns, ensuring that the final project meets the County's expectations and requirements.
14. Provide Government Price List for Product
15. Provide projected deliverables, Installation, and Maintenance
16. Provide Specifications and quality of your product.
17. Provide setup and assembly
18. Provide Communication and Coordination
19. Provide Training and Documentation
20. Provide Warranty and Maintenance
21. Provide Disposal and Recycling services
22. Provide Safety and Insurance
23. Provide Final Inspection and Touch-ups
24. Coordinate with County Team and A&E Staff to create a task order/ project timeline

Evaluation Criteria

Criterion	Analysis Questions	Point Value
Product Pricing	<ul style="list-style-type: none"> • How competitive are the proposed prices compared to similar products and services in the market? • Does the proposal offer any discounts or incentives for bulk purchases? • Is there an online catalogue with up-to-date pricing? • Are there any hidden costs or fees that may affect the overall cost 	15
Product Quality	<ul style="list-style-type: none"> • Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? • If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? • What is the warranty offered on the proposed products? 	20
Product Availability, Delivery and Installation	<ul style="list-style-type: none"> • Does the proposer have a reliable supply chain for product availability? • Is the proposer experienced in delivering and installing furniture as required? • Does the proposer have a standard operating procedure for delivery and installation? • Are there any additional costs associated with delivery and installation? • Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions? 	20
Qualifications and Experience	<ul style="list-style-type: none"> • Does the proposer have relevant experience in providing furniture procurement, installation, and design services? • Did the proposer provide a portfolio of previous projects or a list of references? • Are the proposer's staff trained in their respective roles? • Is the proposer knowledgeable about industry trends and best practices? 	25
Customer Service and Support	<ul style="list-style-type: none"> • Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? • What is the proposer's response time for customer inquiries or support requests? • Are there any testimonials or feedback from previous clients to support their customer service claims? • What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? • Does the proposer offer training or guidance on proper use and care of the furniture and products? • Is there a dedicated account manager or point of contact for the Agency throughout the project? 	20
Total Points		100

IV

Submission Requirements

Interested firms should submit 3 paper copies and one electronic copy of a Letter of Interest with the submission requirements outlined below. **Hard copies** should be submitted to:

Cumberland County
Attn: William Trufant/Facilities Director
142 Federal St., Ste 1
Portland, ME 04101

Electronic copies should be submitted as an attachment to: William Trufant at trufant@cumberlandcounty.org

Deadline for submission no later than 2:00pm January 25, 2024.

Your Submission should include the following information:

- Cover Page and Executive summary, which includes qualification and experience. To include: Name, address and brief description of firm.
- A narrative as to the firm's interest, particular abilities and qualifications related to this project. This should include product lines, levels of quality options available (Good, Better, Best), and any special warranties that are offered.
- Describe previous projects awarded to this firm and key personnel pertinent to this project. Include reference contact information.
- Provide examples of knowledge, expertise and/or experience with other related work pertaining to the ordering, delivering, and installation of product.
- Proposer's technical approach and methodology to address the requirements set forth in the Scope of Work. The Proposer should describe the specific procedures, tools, and techniques that they will use to deliver the required products and services. The section should cover the following:
 - A detailed overview of the Proposer's technical approach and methodology, including an explanation of how the approach will meet the requirements set forth in the Scope of Work.
 - An overview of the Proposer's project management process, including how they will coordinate with the Agency and manage project tasks and timelines.
 - A description of the Proposer's experience with similar projects, including the size and scope of the projects, and any challenges or obstacles that were encountered, including any success stories that demonstrate their expertise in this area.
 - Firm's proximity to the work area
 - A list of any sub- contractor or teaming partners that the Proposer plans to work with, and a description of their roles and responsibilities.
 - Government Specification List.

Qualifications

This section should provide information about the Proposer's qualifications and experience of the individuals who will be working on the project. The section should cover the following:

- A detailed description of qualifications and experience, including their education, certifications, and relevant work experience.

Office Furniture, Installation and Coordinated Design Services

The selected Proposer will provided a detailed approach to providing office furniture, installation, and coordinated design services as required by the Scope of Work. This section shall include:

- A comprehensive plan for furnishing all required areas, including workstations, private offices, conference rooms, and other designated areas.
- A detailed approach for coordinating the procurement, delivery, and installation of all furniture items.
- A detailed approach for furniture selection, and coordination of finishes and colors.
- A description of the proposer's approach to sustainable and environmentally friendly furniture and materials.
- A clear statement of the proposer's commitment to ensuring that all furniture items meet or exceed applicable industry standards for quality, durability, and safety, and are delivered and installed in accordance with the highest standards of workmanship and professionalism.
- Documentation of the proposer's compliance with all relevant industry certifications, such as but not limited to LEED, GREENGUARD, and BIFMA.
- A description of the proposer's experience providing office furniture, installation, and design services of a similar size and scope, including references and case studies.
- Details on any warranties or maintenance requirements associated with the furniture items or installation services, and how the proposer plans to fulfill these obligations.
- A comprehensive cost proposal explanation for all furniture, installation, and coordinated design services required by the Scope of Work, including all direct and indirect costs associated with procurement, delivery, installation, and follow-up services.

Cost Proposal

Submit a detailed cost proposal and include any other pricing discounts or offers that will assist the County in obtaining the best possible pricing for the services provided. Include the government price list for product. Proposers must identify in their cost proposal all direct costs they anticipate they will incur.

The County is seeking request for qualified proposers with expertise and experience in providing comprehensive office furniture solutions, including coordinated design, delivery, installation, and maintenance services. Qualified Furniture suppliers will need to work closely with Cumberland County and its A&E firm to quickly & effectively coordinate a design based on the proposers product line that the A&E firm and Cumberland County deem appropriate for the space. The County is looking to move into the space as soon as renovations are complete, which is anticipated to be within the next 12 months. . Upon selecting the qualified supplier, the County anticipates work to begin and projects to be underway in short order to comply with terms and conditions of Coronavirus State and Local Fiscal Recovery Fund.

As previously mentioned, Cumberland County is utilizing The Coronavirus State and Local Fiscal Recovery Funds established under the American Rescue Plan Act. The Coronavirus State and Local Fiscal Recovery Funds provide a substantial infusion of resources to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery. These funds have expenditure deadlines and compliance measures the County must be adhered to.

VI

American Rescue Plan Act (ARPA)Materials

**FEDERALLY REQUIRED PROVISIONS PURSUANT TO THE AMERICAN
RESCUE PLAN ACT**

If you have any questions while completing this paperwork, **please contact:**

Sandra Warren
Cumberland County Compliance and Audit Manager
142 Federal Street Room 100 Portland ME, 04101
207-209-4940
warren@cumberlandcounty.org

Required Document Checklist

The American Rescue Plan Act

Each bidder, prospective contractor, or proposed subcontractor shall state as an initial part of the bid or negotiations of any federal award or contract, compliance with PART 200 - Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards. ***All bidders' submissions*** must contain all of the following documents, signed and completed.

1. Certification of the Bidder regarding Disbarment (**Please include a print out from SAMs, showing standings**)
2. Certification of the Bidder regarding conflict of interest
3. Certification of the Bidder regarding EEO and signed EEO Statement
4. Certification of the bidder regarding Federal Provisions

NOTE: BIDDERS MUST READ THE FEDERAL PROVISIONS REQUIREMENTS OF THIS PACKET PRIOR TO BIDDING ON THIS PROJECT

CUMBERLAND COUNTY Maine

CONTRACTOR DISBARRED OR SUSPENSION
Applicable to bidder

Contractor: _____ Telephone: _____ Ext. _____
Contact Person: _____ Fax: _____ E-mail: _____
_____ Tax ID: _____ BID _____
PRICE: \$ _____ BID DATE: _____ / _____ / _____ PROJECT _____
LOCATION: _____ PROJECT # _____

THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLEMENTING EXECUTIVE ORDER 12549, DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 FEDERAL REGISTER (PAGES 19160-19211).

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 FROM COVERED TRANSACTIONS 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 ANTI-TRUST 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 GOVERNMENT 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.

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

*****Please attach a print out of good standing from SAMs.*****

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

Conflicts of interest arise when officials or staff stand to benefit either directly themselves or indirectly through business partners or relatives from the awarding or contracting of grant funds. When conflicts of interest arise, ARPA Staff will identify, disclose, and manage them in compliance with Super Circular (2 CFR Part 200.112 Conflict of Interest) and 24 CFR Part 570.611 Conflict of Interest for ARPA.

In the procurement of supplies, equipment, construction, and services by the sub recipients, the conflict of interest provisions in 2 CFR 200.318 shall apply. In all cases not governed by 2 CFR 200.318, this policy will be followed. Such cases include the acquisition and disposition of real property and the provision of assistance by its sub recipients/entities to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).

A Conflict of Interest is a real or apparent incompatibility between a person's private interests and his/her public or fiduciary duties. For the purposes of ARPA, the rule is that no persons who are a (n):

- Employee,
- Agent,
- Consultant,
- Officer,
- Elected Official, and/or
- Appointed official

OF THE:

- Town, City or County under the Cumberland County jurisdiction.

- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

WHO:

- Exercise or have exercised any functions or responsibilities with respect to ARPA activities, and/or
- Are in a position to participate in decision making process or gain inside information with regard to such activities,

SHALL NOT:

- Obtain a financial interest or benefit from a ARPA -assisted activity,
- Have a financial interest in any contract, subcontract, or agreement with respect to an ARPA -assisted activity, or with respect to the proceeds of the ARPA -assisted activity.

Either for themselves or those with *whom they have business or immediate family ties*, during their tenure or for one year thereafter.

EXCEPTIONS

Upon the written request of the recipient, Treasury may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements below:

Treasury will consider an exception only after the recipient has provided the following documentation:

1. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and description of how the public disclosure was made. AND
2. An opinion from the Cumberland County-Legal Department must be obtained indicating the interest for which the exception is sought would not violate State or local law.

IMPORTANT: *Mere submission of a request for an exception does not authorize a recipient to engage in any activity or enter into any contract that constitutes a conflict. An exception is not granted until the sub recipient receives such determination in writing from the County as instructed by Treasury.*

In order to successfully obtain an exception from Treasury, the following points must be addressed:

- Significant cost benefit or essential expertise to the project.
- Opportunity for open competitive bidding or negotiation
- Person affected:
 - Member of low or moderate income class of persons intended to be beneficiaries of the assisted activity.
 - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the assisted activity.
- Interest or benefit was present before affected person was in the conflict position.
- Undue hardship to sub recipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

***** CONFLICT OF INTEREST FORMS MUST BE SIGNED BY ADMINISTRATION, STAFF AND BOARD OF DIRECTORS.***

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

No employee, officer or agent of Cumberland County, or its set a sides communities, sub grantee or sub recipient shall participate in selection, award or administration of contract or conduct business with a vendor if a conflict of interest, real or apparent would be involved.

- A. the employee, officer or any agent
- B. a member of his/her immediate family
- C. his or her partner
- D. an organization, which employs or is about to employ, any of the above, has financial or other interest in the firm selected for award.

Cumberland County's, sub-grantee or sub recipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements, vendors or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with sub recipients.

Non-disclosure Policy any Cumberland County employee, sub-grantee or sub recipient shall make no disclosure of verbal or written price quotations. Violation of the nondisclosure policy shall be subject to disciplinary action as provided by the County or termination of contractual agreements when a sub recipient/sub-grantee employee is involved.

Personal Interest No member of the County Commissioners or any officer or employee of the County, sub-grantee or sub recipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the County of Cumberland, sub-grantee or sub recipient or to a contractor supplying the County of Cumberland, sub-grantee or sub recipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the County of Cumberland. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the County of Cumberland, sub-grantee or sub recipient found guilty shall there by

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forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the County of Cumberland, sub-grantee or sub recipient shall render the contract void by the Compliance and Audit Director or the County Commissioners.

Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

CERTIFICATION OF CONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY

Certification by Bidders

Name of prime contractor:

Address of prime contractor:

Tax ID # of prime contractor:

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.

Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Yes No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Yes No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

By signing below, you are certifying your answers to the four questions above were truthful:

Name and Title of Authorized Representative (print or type)

Signature of Authorized Representative Date of Signature

EQUAL EMPLOYMENT OPPORTUNITY STATEMENT E.O.

11246 requires covered contractors and subcontractors to refrain from discrimination and to engage in affirmative steps to ensure that applicants and employees receive equal employment opportunity regardless of race, color, religion, sex, sexual orientation, gender identity, and national origin. Additionally, E.O. 11246 prohibits contractors and subcontractors from taking adverse action against employees or applicants for asking about, discussing or disclosing their pay or the pay of their co-workers.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government

CUMBERLAND COUNTY

Maine

contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

(P.L. 88-352), as amended, (42 USC 2000d) and the requirements imposed by the Regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that Title. In accordance therewith no person in the United States shall, on the grounds of race, handicap, color, sex, national origin or familial status be excluded from participation in, be denied the benefits or be otherwise subjected to discrimination under any program or activity which is paid for with federal funds. The Owner further adds that there shall not be any form of discrimination by any party in any ARPA contract on the basis of familial status, sexual orientation or sex.

2. REHABILITATION ACT OF 1973

29 USC 794, Executive Order 11914, Section 504. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving federal financial assistance.

1. SECTION 202 OF EXECUTIVE ORDER 11246

Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- E. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representative of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- H. In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.

4. Disbarment & Suspension. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5. CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR. Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of No segregated Facilities Forms for him/herself and all subcontractors.

6. THE AGE DISCRIMINATION ACT OF 1975

No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

7. LABOR STANDARDS

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

A. Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is application **only to Projects over 10 Million dollars for projects over \$10 million:**

B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:

- (a) The number of employees of contractors and sub-contractors working on the project;
- (b) The number of employees on the project hired directly and hired through a third party;
- (c) The wages and benefits of workers on the project by classification; and
- (d) Whether those wages are at rates less than those prevailing.
- (e) The County must maintain sufficient records to substantiate this information upon request.
- (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).

8. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary,

hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must 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. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency
11. **SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT A.**
Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
- B. Use of Explosives** When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.
- C. Danger Signals and Safely Devices** The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.
12. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

13. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED**, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
14. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
15. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
16. **SECTION 319 OF PUBLIC LAW 101-121**The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above 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 any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
18. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
20. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
21. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

- 22. Debts Owed the Federal Government.** Any funds paid to Recipient
1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
 2. that are determined by the Treasury Office of Inspector General to have been misused; or 3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- 23. Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
- 24. Protections for Whistleblowers.**
- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
 - b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
- 25. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 26. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, sub recipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

The Bidder hereby agrees, to and will comply with the terms and use of the federal program and its provisions hereto as a condition of the Bid and thereby award. The bidder acknowledges that they have read and understand said provisions hereto.

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE