

Request For Proposal: Construction Manager
Preble Street Food Security Hub

1. PROJECT DESCRIPTION:

- 1.) Interior renovations of existing cafeteria and office spaces of roughly 14,450 square feet. Space to be converted into a new commercial kitchen, warehouse walk-in cooler and freezers, and bulk dry food storage areas. Refer to Design Development documents for full scope.
- 2.) Exterior renovations to include, but not limited to, new loading dock and overhead doors, new parking lot surfacing and catch basins, and electrical service upgrades. Refer to Design Development documents for full scope.
- 3.) The existing kitchen, located within the renovation area, is required to remain operational during the entire duration of the project. The existing kitchen is to remain. Refer to drawings for additional phasing clarification.
- 4.) The anticipated cost of this project is \$6,000,000-\$6,500,000. In your Round 1 response, please indicate whether you believe this budget is feasible. If it not feasible, please provide recommendations on how project cost can be reduced.

2. RFP PROCESS:

Preble Street will use a two-round RFP process.

In Round 1, prospective candidates are requested to respond to this RFP, providing information regarding Company Capacity, Services and Approach, Experience, Fee Proposal, and Positive Equity Efforts. Preble Street will then select up to three candidates to advance to Round 2.

During Round 2, candidates will review construction documents and architectural drawings. Ultimately, candidates will submit a Guaranteed Maximum Price based on this review.

Final selection will be determined using information received from both rounds.

Exhibits provided with this RFP include:

- a. Design Schedule
- b. Design Development Documents
- c. Required Document Checklist
- d. Phase 1 Environmental Assessment Report

RFP Process Schedule:

- a. Round 1
 - a. RFP Issued: 2/3/23
 - b. Questions about RFP by email: 2/17/23, 5pm
 - c. RFP Due: 3/3/23, 5pm
 - d. Notification of Shortlisted Firms to be invited

	to Bid Construction Documents:	3/17/23
b.	Round 2:	
	a. On-site meeting with candidates:	TBD
	b. GMPs Due:	TBD
	c. Selected candidate notified:	TBD
c.	Anticipated Construction Start:	July 2023
d.	Anticipated Construction Complete:	July 2024

Communication:

a. All communications and questions should be emailed to Chris Saunders at csaunders@preblestreet.org, Jesse Thompson at jesse@kaplanthompson.com, and Rachel McBrien at rachel@kaplanthompson.com. Please submit all questions about the RFP by the proposed date above via email. All answers will be shared with all bidders in the form on an addendum.

3. PROPOSAL REQUIREMENTS:

Please note that there is a separate bidder response form provided which summarizes all questions asked of bidders. Bidders are encouraged to complete form digitally so that comprehensive answers are provided.

1. Company:

a. Firm Overview

b. Identification and qualifications of key personnel proposed for the core project team.

c. Is your firm presently involved in any litigation, arbitration, or mediation? If so, please explain.

d. Firm's most recent financial statement demonstrating capacity to complete project.

e. Describe the firm's construction safety program.

f. Pre-existing relationships or MOUs with specific subcontractors. If these subcontractors are minority- or women-owned please include that information as well.

2. Services and Approach:

a. Preconstruction: Describe typical services provided and any fees associated with this phase of work.

b. Description of method of estimating construction costs from the Design Development Drawings and Specifications. Explain method of determining mechanical and electrical costs related to these estimates.

c. Construction: Describe typical services provided. Identify work, if any, proposed to be self-performed by the firm.

d. Describe method of competitively selecting subcontractors where appropriate. Subcontractor selection must be in compliance with 2 CFR 200.

What is your experience with selecting contractors in compliance with these regulations?

What is your experience using positive steps to work with minority- and women-owned subcontractors?

e. What is your approach to quality control during construction?

f. Describe methods of accommodating owner preference for products and services that conserve natural resources, protect the environment, and are energy efficient to the extent practical and economically feasible.

g. Post Construction: Describe turnover and closeout, commissioning, and warranty.

3. Experience:

a. Provide specific construction management experience on projects of similar program and scope.

b. Provide a list of completed projects from the last 5 years that are most relevant to the proposed project scope and scale. See bidder response form for desired response information in table form.

c. References: two from an Owner. Please include contact information (phone number and/or email).

4. Proposed Construction manager fees reflecting the following:

Round 1 of RFP Process

- Construction manager's percentage surcharge on materials.
- Construction manager's percentage surcharge on subcontractors.
- Anticipated cost of General Conditions, as a percentage of overall project cost.
- Financial references and current bonding limitations. It is expected that 100% payment and performance bonds will be required.

Round 2 of RFP Process

- Guaranteed maximum price of project based on Construction Document and Specification package issued by the design team.
- Fee proposal should include a detailed breakdown of costs within the following categories: General Requirements, Sitework, Concrete, Masonry, Metals, Woods & Plastics, Thermal & Moisture, Doors & Windows, Finishes, Specialties, Equipment, Mechanical, and Electrical
- The labor rates, all inclusive, of all reimbursable personnel to be included on the project team.

5. Other Information:

a. Provide details on how the firm makes positive efforts to utilize small and minority businesses, women's business enterprises, and vendors located in labor surplus areas where possible. Preble Street is committed to proactively responding to past inequities. Preble Street seeks a firm with demonstrated willingness to engage with vendors from historically under-represented groups.

b. Other Information, qualifications and/or exceptions as each Construction Manager may consider appropriate to the selection process.

Following the submission of the proposals and completion of presentations, Preble Street will consider all available information and select **up to three** Construction Managers to invite to bid the completed Construction Documents and Specifications.

4. FORM OF AGREEMENT:

The form of agreement between Owner and Construction manager shall be AIA-A121CMc-2018 with amendments. General Conditions shall be AIA-201-2017 modified, General Conditions of the Contract with Supplementary Conditions to be prepared by the Owner and Architect.

As part of Round 2 of RFP process, prior to the execution of the Agreement, the Construction Manager shall prepare a Guaranteed Maximum Price for the entire scope of the Work based on the Construction Documents and Specifications. Upon the Owner's acceptance of the GMP it shall be amended to the Agreement.

The Construction Manager will be expected to work closely with the Owner, Architect and the Architect's consultants and will be encouraged to propose cost and time saving alternates.

5. INSURANCE REQUIREMENTS

Certificate of Insurance provided on ACORD Form 25-S or equivalent, evidencing the following coverage:

- written with insurers licensed to do business in the State(s) where work is to be performed and with a minimum rating of A VII with A.M. Best

General Liability (CGL):

- \$2,000,000 General Aggregate Limit
- \$2,000,000 Products/Completed Operations Limit
- \$1,000,000 Personal/Advertising Injury Limit
- \$1,000,000 Each Occurrence
- \$50,000 Fire Damage Liability
- \$5,000 Medical Payments
- Preble Street must be named as Additional Insured as respects General Liability, on a primary and noncontributory basis, including Products/Completed Operations.
- Per Project Aggregate Endorsement is Required
- Completed operations coverage shall be maintained for 3 years after project completion

Automobile Liability:

- \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage Liability (including owned, hired and nonowned autos)

Workers' Compensation:

- Statutory Coverage for State of Maine (must be listed in Section 3A of policy)
- Employers' Liability Limits of:
 - \$500,000 Each Accident
 - \$500,000 Policy Limit – Disease
 - \$500,000 Each Employee – Disease

Umbrella Liability:

- \$5,000,000 General Aggregate Limit
- \$5,000,000 Products/Completed Operations Limit
- \$5,000,000 Personal/Advertising Injury Limit
- \$5,000,000 Each Occurrence
- Umbrella Liability coverage shall be follow-form as respects Additional Insureds.

Contractors Professional Liability (CPRL):

- \$1,000,000 Each Claim and Aggregate
- If coverage is provided on a claims-made basis, the retroactive date shall not be later than the date that the Agreement is signed.
- Definition of professional services shall include the construction management services outlined in the Agreement.
- Coverage shall be maintained for 3 years after project completion

Contractors Pollution Liability (CPL):

- \$1,000,000 Each Pollution Incident
- \$1,000,000 Aggregate
- If coverage is provided on a claims-made basis, the retroactive date shall not be later than the date that the Agreement is signed.
- Coverage shall be maintained for 3 years after project completion

NOTE: A combined Contractors Professional Liability and Pollution Liability policy will be allowed as long as the policy aggregate limit is a minimum of \$2,000,000.

Other Requirements:

- Certificates of Insurance must be provided to Preble Street prior to the commencement of work.
- All policies shall contain a waiver of subrogation provision in favor of Preble Street.
- Preble Street must be provided with 30 days' notice of cancellation or nonrenewal.

6. SELECTION CRITERIA:

Selection criteria to be used by the Owner shall include, but not be limited to, relevant experience, project team proposed, Construction Manager's fee, scope of services experienced in the fee versus General Conditions. The Owner's decision with regard to the selection of a Construction Manager shall be considered final. Selection will be made on the basis of the following weighted criteria:

Criteria	Value
Company capacity	20
Services and approach	25
Experience	20
Fee proposal	25
Positive efforts to utilize small, minority, and/or women-owned businesses	10

7. QUALIFICATIONS:

- The Owner retains the right to waive any informality, to reject any or all Proposals, or to accept any Proposal determined to be in the best interest of Preble Street.
- It is the Owner's intent that as much of the Work as practical to be competitively bid by not less than three (3) pre-qualified sub-bidders for each trade. All mechanical and electrical sub-bidders shall be pre-qualified and have relevant experience.
- The Construction Manager Request for Proposal, Selection Process, and Schedule as outlined within this document shall be considered subject to change as required by the Owner.
- The Owner may at any time terminate the services and/or contract with the Construction Manager for the Owner's convenience and without cause. In case of such termination for the Owner's Convenience, the Contractor shall be entitled to receive payment from Owner limited to actual documented expenses of the Construction Manager as of such date.
- It is expected that the Construction Manager will submit requisitions for completed work on a monthly basis and that an average of 5% retainage will be withheld. Monthly "Waiver of Liens" will be required prior to payment of the following month's invoice.
- Questions related to the construction management selection process shall be directed to:

Rachel McBrien
Kaplan Thompson Architects
102 Exchange Street
Portland, ME 04101
Rachel@kaplanthompson.com

g. Proposals shall be submitted electronically (PDF Format) to:

Chris Saunders csaunders@preblestreet.org
Jesse Thompson jesse@kaplanthompson.com
Rachel McBrien rachel@kaplanthompson.com

h. Enclosed are the following documents:

Design Development Drawings
Design Development Specifications



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

If you have any questions while completing this paperwork

Please contact:

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
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

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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;**

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- 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 attached 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 subrecipients, 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 subrecipients/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

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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 a 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.

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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 constitute a conflict. An exception is not granted until the subrecipient 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 conflicting position.
- Undue hardship to subrecipient 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 subrecipient 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 subrecipient, 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 subrecipients.

Non-disclosure Policy any Cumberland County employee, sub-grantee or subrecipient 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 subrecipient/sub-grantee employee is involved.

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Personal Interest No member of the County Commissioners or any officer or employee of the County, sub-grantee or subrecipient 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 subrecipient or to a contractor supplying the County of Cumberland, sub-grantee or subrecipient 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 subrecipient found guilty shall there by 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 subrecipient 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.

Employee, Subrecipient or

Print or type Name and Position/Title

Agent Acknowledgment

Entity/Organization Name

Date

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**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

Note: If you have never before filed an Equal Employment Opportunity compliance report, and are subject to said provision you must do so within seven calendar days of the date our bidding period's starts. **We are not allowed to award a contract to anyone for whom we don't have an EEO compliance report on file.** You are subject to said provision if you can answer yes to the following questions: You have 50 or more employees, and are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or Serve as a

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depository of Government funds in any amount, or is a financial institution that is an issuing and paying agent for U.S. Savings Bonds and Notes.

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

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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.

3. 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.

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- 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

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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

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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 governmentwide 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 Nonsegregated 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 subrecipient 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

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to the Federal awarding agency.

- A. Specific to ARPA and when it is the sole source of federal funds, Davis Bacon is applicable **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

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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 subrecipient 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 subrecipient 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 subrecipient 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 or 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.

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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.

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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.S.A 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 subgrants 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 o 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

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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,

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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. A 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

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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, subrecipients, 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.

Insert Name Here:

Authorized Representative: Title:

Date signed: