Cumberland County

142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final

Monday, November 13, 2023

5:30 PM

* The Board will not be meeting in person and will meet on Zoom *

To view: www.cumberlandcounty.org/live
To participate: See instructions on the agenda.
To submit public comment: gailey@cumberlandcounty.org

The Board meets on the second Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Board of Commissioners

Chair Neil Jamieson, District 1
James Cloutier, District 5
Stephen Gorden, District 3
Patricia Smith, District 4
Susan Witonis, District 2

Please click the link below to join the webinar:

When: Nov 13, 2023 05:30 PM Eastern Time (US and Canada)

Topic: Commissioners' November Meeting

Please click the link below to join the webinar:

https://us02web.zoom.us/j/85659451132?pwd=NIJyTnJWUzYvdGlxamd2QlZOSFVWdz09

Passcode: 959308 Or One tap mobile:

- +13092053325,,85659451132#,,,,*959308# US
- +13126266799,,85659451132#,,,,*959308# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)

Webinar ID: 856 5945 1132

Passcode: 959308

International numbers available: https://us02web.zoom.us/u/kse4u7MRa

CALL TO ORDER

ATTENDANCE

MOMENT OF SILENCE

APPROVAL OF THE MINUTES

CD 23-014 Approval of the minutes, October 10, 2023, meeting of the Board of

Commissioners

Attachments: 2023.10.10 Board of Commissioners Meeting Minutes

INFORMATIONAL REPORT/PRESENTATIONS

COMMENTS FROM THE PUBLIC

CONSENT AGENDA

23-098 Authorization for the County Manager to accept the FY23-24 grant award from the Homeland Security Grant Program (HSGP) on behalf of Cumberland County

for the amount of \$614,177.

Attachments: 23-098 - Position Paper

HSGP Cumberland Award Packet encrypted

23-099 Authorization for the County Manager to accept the FY23-24 LEPC Grant award

on behalf of Cumberland County from the State of Maine for the amount of

\$73,087.96.

Attachments: 23-099 - Position Paper

FY23-24 SERC Contract - Unsigned

23-100 Adoption of the proposed Cumberland County Pre-Disaster Recovery Plan for

significant disasters as submitted by the Cumberland County Emergency

Management Agency.

Attachments: 23-100 - Position Paper

Recovery Plan Final 2023

ARPA BUSINESS

23-101 Authorization for the County Manager to award a bid for the Cross Insurance

Arena Exterior LED Marquee and enter into a contract with ANC Sports

Enterprises, LLC using ARPA funds in amount of \$179,512.00.

Attachments: 23-101- Position Paper

Bid Submission - Arena Outdoor Marquee- ANC

Bid Tab - Arena Outdoor Marquee

23-102 Authorization for the County Manager to award the bid of Design and

Renovation Proposal to WSP USA Environment & Infrastructure, Inc. for the building design services at the New Unified County Office Building, 27 Northport

Dr. Portland, Maine.

Attachments: 23-102 - Position Paper

WSP Submission 2023

RFQ Submittals-Design & Renovation 27 Northport St

NEW BUSINESS

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURNMENT

Next Meeting: December 11, 2023



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: CD 23-014 **Agenda Date:** 11/13/2023

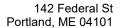
Title:

Approval of the minutes, October 10, 2023, meeting of the Board of Commissioners

Background and Purpose of Request:

Review and approve the attached minutes.

Staff Contact: Katharine Cahoon, Executive Dept





Cumberland County Board of Commissioners Meeting Minutes - Draft

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The Board meets on the second Monday of each month at 5:30pm in the Peter Feeney Room unless otherwise noted.

Tuesday, October 10, 2023

5:30 PM

The meeting will take place on Zoom see agenda for access.

The meeting will be held on Zoom and can be watched at www.cumberlandcounty.org/live Instructions to participate in the meeting via zoom are on the agenda. Submit public comments to gailey@cumberlandcounty.org

CALL TO ORDER

The virtual meeting was called to order at 5:36 pm by Chair Jamieson on Zoom.

ATTENDANCE

Present: 4 - Chair Neil Jamieson, Commissioner James Cloutier, Commissioner

Stephen Gorden, and Commissioner Patricia Smith

Absent: 1 - Commissioner Susan Witonis

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 23-012 Approval of the minutes, September 11, 2023, meeting of the Board of

Commissioners

A motion was made by Commissioner Smith, seconded by Commissioner Cloutier, that the Minutes Report be APPROVED. The motion carried by the

following vote:

Yes: 3 - Chair Jamieson, Commissioner Cloutier, and Commissioner Smith

No: 0

Absent: 2 - Commissioner Witonis, and Commissioner Gorden

INFORMATIONAL REPORT/PRESENTATIONS

Commissioner Gorden joined the meeting at 5:40 pm.

CD 23-013 2023 Hiring Presentation by Human Resources Department

County Manager Gailey introduced HR Director Amy Jennings to present an update on hiring and recruiting in Human Resources. Corrections Officers from January 2023 to date: 23 New Hires, 3 resigned, 5 in the academy, 11 additional resigned, total of 9. There are 24 Corrections Officers Positions Open, 35

potential applicants in various stages of the hiring process.

She reported that the Applicant Tracking Software (ATS) Jazz HR is averaging 2 to 3 applications a week, the goal is to hire 10 applicants and retain the already hired applicants.

There is an aggressive focus to recruit Patrol Deputies, 93 applicants in the past 6 months which equates to 3 years of past applications. The booster, "Job Target" has been very successful. The hiring process for Deputies is longer than corrections officers. There are 20 applicants in the hiring process. The patrol academy is twice a year, due to CALEA and accreditation restraints being unable to hire "green pins". Changes to the hiring process include a secondary occupational health care provider, streamlining the polygraph test and background check at the same time. Radio Ads have been successful and are working with Travis Kennedy to social media advertising and included over 2 Mil hits. Overall hiring includes 75 new hires versus 35 applicants pre pandemic, there have been retention issues in Corrections and Dispatch.

Commissioner Gorden asked to define "Green Pin", HR Director Jennings explained that those are applicants that attend a partial academy based on their background and not the full academy.

Commissioner Smith thanked HR Director Jennings for her presentation and thanked the staff in HR and the Sheriff's Office for their hard work and that the retention would be in line with the process for new hires.

This Presentation was READ INTO THE RECORD.

COMMENTS FROM THE PUBLIC

Chair Jamiesion opened the public comment period to the public, there were no comments from the public.

CONSENT AGENDA

ARPA BUSINESS

NEW BUSINESS

23-094

Authorization for the County Manager to accept the Opioid Settlement Funds from the Town of Standish in the amount of \$2,250 annually for a total of \$45,078.17 over twenty (20) years for the purpose of pooling those resources into the Cumberland County Public Health Department's process for allocating funding.

County Manager Gailey introduced Public Health Director Liz Blackwell-Moore who explained that the Town of Standish was interested in aligning the County's process of administering the Opioid settlement funds by pooling the Town's funds with the County's.

Commissioner Smith asked about the timeline regarding the final action plan and report to the Board of Commissioners. Public Health Director Blackwell-Moore stated that the action plan was presented in a compressed format last month but a more robust plan would be created and report out annually to the Board of Commissioners. It's not clear when the report to the State will be due but will include reporting of the Town of Standish.

Yes:

No:

A motion was made by Commissioner Cloutier, seconded by Commissioner Smith, that the Order be APPROVED. The motion carried by the following vote:

Chair Jamieson, Commissioner Cloutier, Commissioner Gorden, and

Absent: 1 - Commissioner Witonis

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23-095 Proclamation for Domestic Violence Action Month for October 2023

Commissioner Smith

County Manager Gailey introduced Violence Inter Project Manager (VIP) Jennifer Annis to introduce the Proclamation. VIP Project Manager Jennifer Annis explained that in the past and nationally October is referred to as Domestic Violence Awareness Month but community and state partners wanted to call action and support survivors of domestic abuse. She recognized the hard work that the County's community partner, Through These Doors, is doing and the violence intervention partnership coordinated community response. She stressed that the County is very fortunate to coordinate pre-trial services, offer referrals and appropriate services to individuals experiencing abuse. Community partners utilize a variety of tools including risk assessments, electronic monitoring programs, multi-disciplinary teams that offer a variety of training to law enforcement and Child Protective Service case workers. VIP Project Manager Annis noted that despite the strong work that happens in the County, many people are still struggling. Since January of this year Through These Doors has provided support to more than 60 households to meet immediate safety concerns which has impacted 130 individuals along with 70 children to supply safety needs, relocation costs, housing supports, and security cameras. From July of 2022 to June of 2023, Through These Doors provided advocacy utilizing 360 hours of interpreting services for 19 different languages. VIP Project Manager Annis thanked the County Commissioners for their support, program funding, and supporting survivors in Cumberland County.

A motion was made by Commissioner Smith, seconded by Commissioner Gorden, that the Proclamation be APPROVED. The motion carried by the following vote:

 4 - Chair Jamieson, Commissioner Cloutier, Commissioner Gorden, and Commissioner Smith

No: 0

Yes:

Absent: 1 - Commissioner Witonis

23-096 Authorization for the County Manager to accept the FY2023 Federal Emergency Management Performance Grant award in the amount of \$364,035.14 for Cumberland County EMA operations.

County Manager Gailey introduced the agenda item, explaining that it was an annual grant award to fund 50% of the Emergency Management Agency's costs. Emergency Management Director Michael Durkin thanked the Board of Commissioners and explained that the grant was for programs and operations. The Department programmatic goals include improving the ability to respond to a disaster, ability to recover from a disaster and the ability to prepare to a disaster.

Yes:

A motion was made by Commissioner Gorden, seconded by Commissioner Smith, that the Order be APPROVED. The motion carried by the following vote:

 Chair Jamieson, Commissioner Cloutier, Commissioner Gorden, and Commissioner Smith

No: 0

Absent: 1 - Commissioner Witonis

23-097

Authorization for the County Manager to accept award offer of \$1,000,000 from U.S. Department of Justice for the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) 2023.

County Manager Gailey introduced Behavioral Public Health Manager Brandon Irwin. Public Health Manager Irwin explained that the Public Health Dept applied for the grant in April and have received them. The funds will be used to support the re-entry work that is in place at the Cumberland County Jail. It will also coordinate with several organizations to connect people with substance use disorder programs and services within and outside of the jail.

A motion was made by Commissioner Cloutier, seconded by Commissioner Gorden, that the Order be APPROVED. The motion carried by the following vote:

Yes:

4 - Chair Jamieson, Commissioner Cloutier, Commissioner Gorden, and Commissioner Smith

No: 0

Absent: 1 - Commissioner Witonis

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey praised Human Resources for their hard work to improve hiring practices. There has been a lot of coordination between HR and Finance over the last 8 months. He thanked the Commissioners for their support to allow staff to go in that direction because the County has received hundreds of applications since the implementation of the Jazz HR application.

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Manager of Finance & Administration Alex Kimball shared that he received four bids for the bonds issuance. The lowest bid received was submitted by Roosevelt and Cross Inc, at a low 4.35% which is on the \$3.8 million bond for the 2024-25 budget. He noted that the interest is adequate for the market right now. Commissioner Gorden asked how many bids were received, Deputy Manager of Finance & Administration Kimball replied that they received four this year, whereas in the past he usually received eight.

Director of Public Affairs Travis Kennedy stated that he is receiving partial results of the Fire and EMS Regionalization study from Dynamix. He stated that it should be completed by the next meeting.

Admin and Special Projects Coordinator Katharine Cahoon thanked the Board of Commissioner and County Manager Gailey for their support with the implementation of the new agenda software.

COMMENTS FROM THE COUNTY COMMISSIONERS

Commissioner Smith stated that she was glad to see employee morale so high at the County and it's an exciting place to be. She added that she was glad to see forward momentum from the hiring and

recruiting efforts.

Commissioner Gorden shared that he attended a meeting with the state financing office regarding additional funding for the jails. It was very informative and attendees learned about what the functions of the jails are and how much they cost to operate. A member from MMA attended and she is guiding counties on what they need to do and say for what the state can and cannot pay for.

Commissioner Cloutier spoke about the Coastal County Workforce and the work that they do for coastal counties, which include York, Cumberland, Sagahadoc, Lincoln and Knox county. They have joined as a collective to develop Workforce capabilities and help people get employed who otherwise might not have. As a result they received a large federal grant which is based on the collective population size. The new grant is part of the clean energy initiative by the Biden Administration and promotes solar and wind energy. He commented on the remarkable success of bringing additional funding to areas of Maine.

Chair Jamieson reminded the public that there will be more children and students out after school, so be cautious in the morning and evening for students on bus runs. He also encouraged County residents to get out and support your local sports teams and high schools.

ADJOURNMENT

The next scheduled Board of Commissioners' meeting is Monday, November 13, 2023.

A motion was made by Commissioner Smith, seconded by Commissioner Cloutier, that the meeting be ADJOURNED. The motion carried by the following vote:

Yes: 4 - Chair Jamieson, Commissioner Cloutier, Commissioner Gorden, and Commissioner Smith

No: 0

Absent: 1 - Commissioner Witonis



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 23-098 Agenda Date: 11/13/2023 Agenda #:

Agenda Item Request:

Authorization for the County Manager to accept the FY23-24 grant award from the Homeland Security Grant Program (HSGP) on behalf of Cumberland County for the amount of \$614,177.

Background and Purpose of Request:

Requestor: Michael Durkin, Director-Cumberland County Emergency Management Agency Cumberland County has been awarded \$614,177.23 funded by the Department of Homeland Security to support county and municipal planning, training, exercising and equipment needs. Please see the attached memo with the grant allocation.

Presentation: No

Funding Amount and Source:

\$614,177.23, award from DHS, no match requirement.

Effective Date if Applicable:

This award begins September 1, 2023 and ends on August 31, 2026.



| TO: | Cumberland County Commissioners |
|-----------------|--|
| FROM: | Michael Durkin, Director-Cumberland County Emergency Management Agency |
| DATE: | 11/1/2023 |
| SUBJECT: | LEPC Grant Award FY23 |

Requested Action:

CCEMA requests that the Commissioners accept the FY23 award from the Homeland Security Grant Program (HSGP).

Background & Purpose of Request:

CCEMA has been awarded \$614,177.23 in FY2023-24 in Grant Funding from the Homeland Security Grant Program. The purpose of this award is to improve preparedness and response capabilities for Homeland Security related events in Cumberland County. Funds are used primarily to support county and municipal planning, training, exercising and equipment needs.

Specifically, the projects included in this grant are:

\$41,200- to CCEMA to conduct a full-scale exercise with law enforcement agencies on an active shooter scenario.

\$18,125.99- to the Town of Gray to purchase ballistic vests, medical supplies and training equipment for active shooter threats.

\$25,550.00 to the City of Portland to provide medical training to their Police Departments Special Response Team (SRT).

\$40,000.00 to the Cumberland County Sheriff's Office to purchase radios for the Emergency Services Unit (ESU) that will allow communication with tactical teams in neighboring counties.

\$21,000.00 to the Town of Falmouth to purchase a drone to support marine operations.

\$18,777.00 to the Town of Gorham for ballistic vests for their police officers.

\$57,389.05 to the City of South Portland for equipment and supplies for their Hazardous Materials team.

\$58,320.00 to the City of South Portland for training for their Hazardous Materials team.

\$109,916.40 to the Town of Cumberland for an interoperable radio system between their first responders and the MSAD 51 schools in their town. This system would allow fast, direct communication in the event of an active shooter.

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\$10,800.00 to the University of Southern Maine Police Department to conduct an active shooter training for their officers.

\$3,098.79 to the Westbrook Police Department to allow their K9 teams to operate in outdoor, adverse environments.

\$210,000.00 to the City of Portland Police Department to replace their hazardous devices unit robot.

Funding Amount and Source:

Cumberland County has been awarded \$614,177.23 which will be funded by the Department of Homeland Security.

Cumberland County is a subrecipient of these funds through the Maine Emergency Management Agency who is the recipient.

Cumberland County is not required to match this award with any non-Federal funds.

Effective Date:

This award begins September 1, 2023 and ends on August 31, 2026.

Attachments:

HSGP Award Contract (23 pages)

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State of Maine Janet T. Mills Governor MG Douglas A. Farnham Commissioner

STATE OF MAINE DEPARTMENT OF DEFENSE, VETERANS AND EMERGENCY MANAGEMENT MAINE EMERGENCY MANAGEMENT AGENCY 72 STATE HOUSE STATION AUGUSTA, MAINE 04333-0072 PHONE: 207-624-4400/800-452-8735 FAX: 207-287-3178



PETER J. ROGERS
DIRECTOR

October 30, 2023

Michael Durkin Cumberland County 22 High St Windham, ME 04062-4107

Dear Michael Durkin:

Congratulations, on behalf of the Department of Homeland Security and the Maine Emergency Management Agency (MEMA). Your application for financial assistance submitted under the Fiscal Year (FY) 2023 Homeland Security Grant Program (HSGP) has been approved in the amount of \$614,177.23.

Eligible expenses are those listed within the submitted and approved applications. These approved projects will improve preparedness and response capabilities for homeland security related incidents in the State of Maine.

The grant funding is available for the performance period beginning September 1, 2023, through August 31, 2026, or once funds are completely drawn down for eligible expenses, whichever occurs first. You are not required to match this award with any amount of non-Federal funds. Do not make any purchases until the signed and completed Award Packet has been returned to you. Please make note that although the Federal Award Period is through August 31, 2026, that MEMA has a shortened period of performance to allow time for award adjustment through modifications if necessary.

To move forward with the FY2023 HSGP funding, MEMA requests that you <u>complete and sign the Award Packet and return by November 10, 2023.</u>

We congratulate you on this important funding award and look forward to continuing to work with you to improve Maine's preparedness and response capabilities.

Sincerely,

Joe Legee

Deputy Director

Maine Emergency Management Agency

U. S. Department of Homeland Security FY2023 State Homeland Security Grant Program

Grant Period: 09/01/2023-08/31/2026



MAINE EMERGENCY MANAGEMENT AGENCY HOMELAND SECURITY GRANT PROGRAM SUBRECIPIENT GRANT AWARD

Subrecipient Name: Cumberland County Subrecipient Point of Contact: Michael Durkin

Subrecipient Point of Contact Email: durkin@cumberlandcounty.org

MEMA HSGP Program Manager: Stephanie Buzzell

MEMA HSGP Program Manager Email: stephanie.buzzell@maine.gov

MEMA Grant Email: HSGgrants.Maine@maine.gov

Federal Award Information

Subrecipient Award Information

| Federal Awarding Agency: | FEMA | Award Amount: | \$614,177.23 |
|---------------------------------|-------------------------|-----------------------------|-----------------------|
| Federal Grant Performance Year: | FY2023 | Award Begin Date: | |
| Federal Grant Award Date: | 09/01/2023 | Award End Date: | 08/31/2025 |
| Federal Grant Identification #: | EMW-2023-SS-00012 | Vendor Customer #: | VC1000019079 |
| CFDA #: | 97.067 | Award Identification #: | 202310030000000000973 |
| Federal Period of Performance: | 09/01/2023 - 08/31/2026 | Unique Entity Identifier #: | T85ZPADXU3L5 |

This AWARD is entered into by and between the <u>STATE OF MAINE (AWARDING AGENCY)</u>, acting through and by its <u>MAINE EMERGENCY MANAGEMENT AGENCY</u> (hereinafter referred to as "MEMA"), an agency of state government with its principal place of business located at 45 Commerce Drive, Suite 2, Augusta, Maine 04333, with a mailing address of 72 State House Station, Augusta, Maine 04333-0072, and Cumberland County, a non-federal agency (hereinafter referred to as "Subrecipient"), with its principal place of business and mailing address identified as: 22 High St, Windham, ME 04062-4107.

The following documents are incorporated into the terms of your award:

- ❖ Appendix A MEMA General Conditions & Subrecipient Risk Assessment Questions
- ❖ Appendix B The Department of Homeland Security General Terms and Conditions
- ❖ Appendix C Subrecipient Transparency Act
- * Appendix D Subrecipient Federal Funding Accountability and Transparency Act (FFATA)
- ❖ Appendix F FY23 HSGP Tracker snapshot to show Approved Project List

MEMA and the Subrecipient, in consideration of the mutual promises set forth in this contract, hereby agree as follows:

- Subrecipient Grant Award: Upon both parties' signature, this Award shall become effective as of
 which shall constitute the earliest date work may commence. Work cannot continue after the end date listed above
 without a written a modification approved by both parties.
- 2) <u>Reimbursement:</u> MEMA will reimburse up to 100% of the allowable and approved direct expenses within the request for reimbursement, not to exceed the Subrecipient's award amount for projects preapproved by FEMA. Monthly requests for reimbursement must be submitted within 30 (thirty) calendar days of the following month to be in compliance with federal quarterly reporting.
- 3) <u>Terms and Conditions:</u> The Subrecipient agrees to be bound by the Terms and Conditions set forth in this Award and attached Appendices. MEMA, as the pass-through entity, may terminate this Award per the terms of the Federal Award, and the Federal Requirements per 2 CFR §200.340 (Termination), including any related modifications, which are hereby incorporated by reference.

The Subrecipient agrees when issuing subcontracts, all lower tier subawards and agreements, they must contain or reference all applicable provisions of this Award.

- 4) **DEBARMENT, PERFORMANCE, AND NON-COLLUSION CERTIFICATION:** By signing this AWARD, the Subrecipient certifies to the best of its knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this Award:
 - a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from bidding or working on AWARDs issued by any governmental agency.
 - i) The Subrecipient further agrees that the Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
 - b) Have not within the preceding three (3) years of this Award been convicted of or had a civil judgment rendered against them for:
 - i) Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state or local government transaction or contract;
 - ii) Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - iii) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph(b) of this certification; and
 - iv) Have not within a three (3) year period preceding this Award had one or more federal, state, or local government transactions terminated for cause or default.
 - c) Have not entered into a prior understanding, agreement, or connection with any corporation, firm, person, or other entity submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.
- 5) Environmental and Historic Preservation (EHP): If FEMA Environmental and Historic Preservation (EHP) approval is required, per the MEMA Terms & Conditions, any costs incurred prior to receiving such approval will not be reimbursed. Projects that may require EHP will be marked as such on the MEMA Project Tracker in the individual project notes section.
- 6) Nationwide Cybersecurity Review (NCSR): All FY2023 HSGP Subrecipients are required to complete the NCSR as directed in the Notice of Funding Opportunity. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each Subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete; the 2023 NCSR is estimated to be open from October 2023 through February 2024.
- 7) MEMA Period of Performance and Project Reporting: The period of performance for this grant ends on August 31, 2025 to allow time for funds to be reallocated if necessary. Reporting on projects will be completed quarterly on the project tracker provided by MEMA via SharePoint. Counties will have the ability to request an extension of the MEMA period of performance based on quarterly project reporting statuses and communications with MEMA's HSGP Grant Manager throughout the lifetime of the project. Extensions are not guaranteed.

IN WITNESS, WHEREOF, the individual signing below is legally authorized to sign this Grant Award on behalf of the Subrecipient and to legally bind the Subrecipient to the terms of this Grant Award.

By submitting this form, I certify that the typed name, electronic signature, or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

| Cumberland County | MAINE EMERGENCY MANAGEMENT AGENCY |
|--------------------------|-----------------------------------|
| | |
| Michael Durkin, Director | Joe Legee, Deputy Director |



APPENDIX A MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) GENERAL TERMS AND CONDITIONS

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

General Compliance Authority:

All work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including but not limited to:

- Federal laws and Executive orders
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2. Procurement

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

a. Homeland Security Grant Program (HSGP):

 During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each calendar quarter.

b. Emergency Management Performance Grant (EMPG):

- i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
 - Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.
- iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.

c. Hazard Mitigation Assistance Grant (HMA):

i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. Written Approval of Changes:

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. MEMA is Held Harmless:

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. Subrecipient Must Maintain Effective Internal Controls:

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. Determining the Allowability of Costs

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. Budgeting:

i. Funds awarded are to be expended only for purposes budgeted items and activities

identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. Direct Expenses

i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

c. Meals

i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.

d. Lodging

 MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.

e. Travel

i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

a. Listed Equipment

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

- b. Domestic Preferences for Procurements (2 CFR § 200.322):

 As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States
- c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52) On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.
 In Interim Policy #207-22-0001. FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.
- d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):
 Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

e. CONOPS

All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.

Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.

Projects will conform to SafeCom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.

All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.

CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.

It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.

10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA the full amount of the payments made. However, if the services described herein are partially performed, and the Subrecipient has previously received financial assistance, the Subrecipient shall proportionally reimburse MEMA for payments made. MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

a. Amounts due MEMA

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empggrants.maine@maine.gov

HSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov

SERC: maine.serc@maine.gov

HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.

No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

a. Audit Requirements

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a Federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

b. Retention of Records

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the

submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. <u>Assurances</u>. <u>Administrative Requirements</u>. <u>Cost Principles</u>. <u>Representations and Certifications</u>

- DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

B. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and

Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

C. Standard Terms & Conditions

Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

II. Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101–12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

V. Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

VI. Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection

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therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

VIII. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

IX. <u>Debarment and Suspension</u>

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. <u>Drug-Free Workplace Regulations</u>

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

XI. <u>Duplication of Benefits</u>

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

XII. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

XIV. Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XV. False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

XVIII. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXII. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

XXIII. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

XXV. Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

XXVI. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

XXVII. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVIII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXIX. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides

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that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

XXXI. Reporting Subawards and Executive Compensation

Reporting of first tier subawards.

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

XXXII. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

- (a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference would be inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

XXXIII. SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXXIV. Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

XXXV. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

XXXVI. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

XXXVII. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

XXXVIII. Use of DHS Seal. Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



Appendix C Subrecipient Transparency Act Grant Reporting Information for Federal Awards Greater than \$25,000

| Doing Business as Name (enter N/A if i | not applicable): Cumberland County |
|---|--|
| Subrecipient Address: | 22 High St |
| | Windham, ME 04062-4107 |
| Subrecipient Place of Performance if di | fferent from above: |
| Congressional District: | 1 |
| Unique Entity Identifier (UEI) #: | T85ZPADXU3L5 |
| If UEI has changed, please enter here: | |
| By signing below, I certify the UEI num not current, please return the form with | aber associated address and Congressional District are correct. If the information is current information and signature; and |
| signature (b) is unique to myself, (c) is of | signature or digital signature (a) is intended to have the same force as a manual capable of verification, (d) is under the sole control of myself, (e) is linked to data the data are changed. (10 M.R.S.A. §9502 et seq.). |
| Signature: Michael Durkir | Date: |



APPENDIX D

SUBRECIPIENT FEDERAL FUNDING ACCOUNTABILITY & TRANSPARENCY (FFATA) GRANT REPORTING QUESTIONNAIRE FOR FEDERAL FUNDS GRANT THAN \$30,000.00

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive 1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; **AND** 2) \$30,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements?

Select...

(If answer is Yes, go to Q2. If answer is No, sign, date, and return questionnaire with the contract)

- Q2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (If answer is No, please provide name and amount of compensation for top 5 executives below).
- If answer is YES, sign date, and return questionnaire with the contract. Select...
- If answer is NO, please enter N/A in the Executive Name fields below.

| Executive 1 Name | | Compensation | |
|------------------|----|--------------|--|
| Executive 2 Name | | Compensation | |
| Executive 3 Name | | Compensation | |
| Executive 4 Name | | Compensation | |
| Executive 5 Name | | Compensation | |
| Signature: | | Date: | |
| Michael Durki | in | Dutc | |

I certify that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself, € is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

campuses. These funds will cover the backfill/overtime for participants, signage and reference materials for the exercise sites, actor/volunteer stipends, and moulage for the actors.

Over the past decade, there have been 114 gun deaths on college campuses, including the most recent Michigan State University shooting in February of 2023 that killed 3 and wounded at least 5 others. In 2022, 46 shootings at K-12 schools affected 43,450 students, killing 34 students and adults. Additionally, in late 2022, 10 Maine schools were targeted by a swatting event that falsely reported active shooters at the schools; 2 of these schools are in Cumberland County (Portland and Brunswick). The region must focus on preparing for an active shooter event at K-12 or higher education campuses by strengthening the capabilities related to prevention, protection, exposure, and recovery from acts of terrorism.

This project will focus on the PY2023 National and State Homeland Security Priority Areas of combating domestic violent extremism, enhancing protection of soft targets, and enhancing community preparedness. The

exercise will be held on the 4 University of Southern Maine campuses in Gorham, Portland [2], and Lewiston to involve all community partners that would be involved in response to a terrorist track at each care.

The scenario will focus on an attack fueled by domestic violent extremism, which will be the first exercise on this topic following a Cumberland County-wide Domestic Violent Extremism Conference being held in September 2023.
Following the swatting event in 2022, many schools and first responder agencies have been starting initiatives to prepare for active shooters, such as table-top exercises or community training, but there has not been a

regional training or exercise, or something full-scale. Additionally, Cumberland County is holding a conference on DVE in September of 2023 that will raise awareness of these types of actors among first responde

before the practical exercise for this project.

After this full-scale exercise, agencies in the region will continue training and tabletop exercises to maintain a strong level of preparedness and capability for this type of scenario, which will not require grant funding. If another full-scale exercise, agencies in the region will continue training and tabletop exercises to maintain a strong level of preparedness and capability for this type of scenario, which will not require grant funding. If another full-scale exercise, agencies in the region will continue training and tabletop exercises to maintain a strong level of preparedness and capability for this type of scenario, which will not require grant funding. If another full-scale exercise, agencies in the region will continue training and tabletop exercises to maintain a strong level of preparedness and capability for this type of scenario, which will not require grant funding. If another full-scale exercise are required to the scenario, which will not require grant funding. If another full-scale exercise is requested that involves participation across the whole county, additional funding will be sought out.

The project manager for this exercise and grant visible to the project manager grant funding and tabletop exercises to maintain a strong level of preparedness and capability for this type of scenario, which will not require grant funding. If a support of the project manager grant funding will be sought out.

grants from FY21 and FY22 successfully. She will engage a multi-discipline planning team, lead the development of the exercise, coordinate all logistical needs, and manage all aspects of the grant spend-down CCEMAâE**s Finance Assistant will be utilized as a subject matter expert for any needs with grant management.

The outcome of this project will be 4 asynchronous full-scale exercises, one at each of USMâE**s campuses in the region. Each exercise will include the various law enforcement, fire/rescue, emergency management.

school, and community partners that should be engaged for prevention, protection, response, and recovery for this type of scenario. Additional community training will be held during this time period too, but will not require funding through this grant.

In the 2021 Cumberland County Capabilities Assessment and Gap Analysis CAGA), the following capabilities were rated as â €ceable to perform with major challengeså €: Planning; Public Information and Warning; Intelligence and Information Sharing; Interdiction and Disruption; Screening, Search, and Detection; Access Control and Identity Verification; Critical Transportation, Fatality Management Services, and Public Health, Healthdare, and Emergency Medical Services. This exercise will focus on these capabilities as they are vital to preventing, protecting against, and responding to an act of terrorism such as an active shooter on a college campus, thus building capacity on the largest scale this county ever that for an active shooter scenario.

| | Original Project | HSGP | LETPP \$41,200.00 | Planning | Operations | Equipment \$5,600.00 | Training | \$35,600.00 | Total Project \$41,200.00 | % Complete Milestone Not Started |
|----------------------|--------------------|------|----------------------|----------|------------|-------------------------|----------|-------------|------------------------------|-------------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | | \$41,200.00 | | | \$5,600.00 | | \$35,600.00 | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | | \$41,200.00 | | | \$5,600.00 | | \$35,600.00 | | |
| | | | | | | | | | | |
| Notes: 0 Project ID# | | | National F | | State F | | | | | |

as a resource for our mutual aid partners when called upon to respond to events involving active assaults, guns or other dangerous weapons.

Specifically, we are requesting funding to purchase the following:

Speciment, we are requesting forming to purchase at the common handgun rounds as well as stab and slash protection. An Active Shooter Moulage and Training Kit which will allow us to train with realistic live victims. Supplies for actual response that will include Vent Chest Seal packs, Chest decompression kits, QuickClot gauze, Israeli Emergency bandages, tourniquets, Casualty Response Kits to be carried on our ambulances and command cars, and Mass Casualty Triage bags to manage a Mass Casualty Incident.

The training and management of this project will be Handeled by our Assistant Chief Holmquist who is a former Capitol Police Officer in Washington DC. He is well versed in law enforcement operations and tactics,

and the deal person to manage this project. We currently do not have funding for this specific threat but plan to budget for it in PY25.
This project, if funded by this grant, will provide the necessary equipment to be able to respond to incidents involving mass casualties that are becoming increasingly frequent every year. This project will not only address the equipment and supplies that we need but also allow us to provide realistic training so we can not only respond safely but efficiently as well. We respond to about 60 calls per year that require law enforcement to make the scene safe before we are able to arrive. Any one of these calls can turn into an event that this project will prepare us for.

We have this type of incident listed as a Hi Risk/Low Frequency risk. Even though we have this categorized as Low Frequency, Gray is the only town in Maine that has had a school shooting. In September 2013. A 19-year-old committed suicide in the parking lot while homecoming sports events were ongoing. He had the choice of shooting himself or the people at the event.

In 2011 a man shot and killed his wife in New Gloucester, a town we routinely respond to under a mutual aid agreement.

After action reports for these two events have identified training and equipment gaps that need to be addressed. We currently carry basic wound care supplies but if we need to respond to a call involving many people

| | Original Project | HSGP \$18,125.99 | LETPP Plan | nning O | Operations | Equipment \$15,454.60 | Training | \$2,671.39 | Total Project \$18,125.99 | % Complete Mileston Not Started |
|-------------|--------------------|---------------------|-------------------|---------|------------|--------------------------|----------|------------|------------------------------|------------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | \$18,125.99 | | | | \$15,454.60 | | \$2,671.39 | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | \$18,125.99 | | | | \$15,454.60 | | \$2,671.39 | | |
| Notes: 0 | | | | | | | | | | |
| Project ID# | | | National Priority | Y | State Pr | iority | | | | |
| | | | | | | | | | | |

maintain an SRT team that meets or exceeds nationally recognized standards. Following the national standards anytime an SRT call out is made and a team is to be put into operation there shall be at least 4 SP. Paramedics as part of the response. We maintain 5 SRT Paramedics fully trained and equipment at all times. To be on the team the SRT Paramedic has to attend monthly SRT training recording at least 8 hours month/96 hours per year. Each year one of those monthly trainings is a regional response training working with other SRT teams in Maine conducted over 3 days.

Portland SRT has responded to roughly 50 callouts in the last 1.5 years includes the full team and partial team. Additionally, the team has been activated for standby such as 4th of July, Governors Convention, FLOTUS and other dignitary visits

Portland SRT has handled numerous assistance calls outside the city to South Portland, and has responded as far as Waterville and Lewiston.

| | Original Project | HSGP | LETPP \$25,550.00 | Planning | Operations | Equipment | Training \$25,550.00 | Exercise | Total Project \$25,550.00 | % Complete Milesto Not Started |
|----------------------|--------------------|------|----------------------|----------|------------|-----------|-------------------------|----------|------------------------------|-----------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | | \$25,550.00 | | | | \$25,550.00 | | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | | \$25,550.00 | | | | \$25,550.00 | | | |
| Notes: 0 | | | 425,330.00 | | | | | | | |
| Notes: 0 Project ID# | | | National F | Priority | State F | riority | | | | |

The Cumberland County Emergency Services Unit (ESU) is requesting \$46,824.78 to buy night vision equipment and P25 licenses for TAC Team portable radios to help prepare and respond to acts of terrorism. The ESU Team will look to use these funds to purchase dedicated portable radios to be issued to tactical team members. The night vision equipment will enhance the team's capability to perform tactical operations.

| Original Project | HSGP | LETPP \$40,000.00 | Planning | Operations | Equipment \$40,000.00 | Training | Exercise | Total Project \$40,000.00 | % Complete Milestone Not Started |
|--------------------|------|----------------------|----------|------------|--------------------------|----------|----------|------------------------------|-------------------------------------|
| Modifications | | | | | | | | | Not Started |
| Balance after MMFs | | \$40,000.00 | | | \$40,000.00 | | | | Not Started |
| Payments | | | | | | | | | 0% |
| Desiret Ralance | | ¢40,000,00 | | | can non no | | | | |

The Gorham Police Department is requesting \$18,777.00 to buy equipment to allow us to better protect responding officers to scenes of domestic violent extremism. The Gorham Police Department is a 26 person department that is responsible for protecting not only our community, but is the primary back up for the University of Southern Maine, Gorham Campus and several mutual aid communities. We also currently have two members that are part of a regional Emergency Services Unit and are looking to add more members.

More specifically, the equipment requested are rifle rated ballistic plates that can be inserted into our existing ballistic vest thus increasing the level of protection for our officers as they respond to call involving

This project will be managed by Deputy Chief Michael Nault, who has a wealth of experience in HSGP projects.

This project both builds capacity and closes a gap identified by the police department. We realized during a recent training exercise and equipment evaluation that our current ballistic vests were expired and that they were no longer operationally functional now that our officers had transitioned to exterior vest carriers to carry their equipment. This request would replace the old vests while providing an option for the officers to increase their ballistic level of their existing yest carriers.

| | Original Project Modifications | \$18,777.00 | inning Operations | \$18,777.00 | Training | Exercise | \$18,777.00 | | Not Started |
|-------------|---------------------------------|-------------------|---|-------------|-----------------|-------------|--------------|--|--|
| | Balance after MMFs | \$18,777.00 | | \$18,777.00 | | | | | Not Started Not Started |
| | Payments | | | | | | | | 0% |
| | Project Balance | \$18,777.00 | | \$18,777.00 | | | | | |
| Notes: 0 | | | | | | | | | No. of the last of |
| Project ID# | | National Prior | ity State | Priority | 75 E | K | | and the second s | _ |
| | | Combating domesti | Goal 4 - Ensu c violent Maine is prepa | | riginal Project | \$57,389.05 | BSIR Project | CD237NPA1 | |

member team is the primary State team (recognized by MEMA) and covers Cumberland County West of 302 and all of York County (as there is not official hazmat teams in York County).

More specifically, the equipment includes \$533,810 for 12, Blauer Multi-Threat Ensemble, NFPA 1994 Class 1 Protective suits to replace our current cache. These protective garments will allow our team to respond to multiple threats including hazmardywm and includents of domestic violent externisms. These garments have an expiration cycle of 10 years and our current cache is approaching their end of life. Replacing these garments will allow us to re-purpose our current cache to be used for training exercises.

This request also includes \$11,300.00 for 3 Rae Link 3 detectors to upgrade our current, area monitoring capability. These will replace 3, older Rae units that are no longer supported. These devices will allow our team

The request as ministers of the state of the as year/monthly calibrations and repairs.

as year/monthly calibrations and repairs.

The equipment in this request would be used any time our team is deployed. Our multi-gas meters are used almost daily. Through existing mutual aid agreements and our status as an RRT, the South Portland Fire Department may be called anywhere in our State in response to a large scale incident. South Portland has one of the largest number of Tier II facilities in both the County and the State as well as many EHS facilities. South Portland has maintained a local hazmat team for over 30 years (long before HSPG existed) and has been a State RRT since the inception of the program. Maintaining our response equipment cache will allow our team to assist our City, County and State to respond and recover from adversarial attacks.

These projects will be managed by Chief/EMA Director Phil Selberg. This vehicle will be available to and operated by members of the South Portland RRT and mutual aid partners.

This funding is for our RRT so it will now only focus on Response. Within Response the Core Capabilities are: Operational Coordination, Environmental Response/Health and Safety, Situational Awareness, Fire Management and Suppression, Mass Care, and Mass Search and Rescue.

To determine this project budget, the South Portland Fire Department solicited price quotes from a variety of vendors and projected costs based on the most competitive pricing.

We are requesting the full cost of this project. There are no other funding sources for this project.

South Portland Regional Response Team Equipment

All expenditures in this project go directly to the purchase of equipment. Acquisition will be in accordance with already established City of South Portland Purchasing Policies.

| | Original Project | HSGP \$57,389.05 | LETPP | Planning | Operations \$33,810.00 | \$23,579.05 | Training | Exercise | Total Project \$57,389.05 | % Complete Milesto Not Started |
|---------|--------------------|---------------------|---------|-------------|---------------------------|-------------|----------|----------|------------------------------|-----------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | \$57,389.05 | | | \$33,810.00 | \$23,579.05 | | | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | \$57,389.05 | | | \$33,810.00 | \$23,579.05 | | | | |
| | | | | | | | | | | |
| tes: 0 | | | | | | | | | | |
| otes: 0 | | | Nationa | al Priority | State Pr | riority | | | | |

Portlandå 🖎 71 member team is the primary State team (recognized by MEMA) and covers Cumberland County West of 302 and all of York County (as there is not official hazmat teams in York County). More specifically, this program provides \$25,560.00 in funding for Overtime and Back-fill to support annual Haz-Mat tech refresher training for the 68 members of our RRT. The funding also includes \$12,960.00 in

funding provide backfill for members attending training workshops and conferences.

The program also provides \$10,800 in funding for the design, development and execution of a Full Scale Exercise for our Emergency Operations Center both of which would be used in the event of a haz-mat/wmd event or an incidence of domestic violent extremism. South Portland has one of the largest number of Tier II facilities in both the County and the State as well as many EHS facilities. South Portland has maintained a local hazmat team for over 30 years (long before HSPG

Social for blank has one of the largest number of their in actives in Door the County and the state as well as many the facilities, social professional has manufactured a local natural team for over 30 years (long before existed) and has been a state RRT since the inception of the program.

Completing regular recertification and exercise training is important to ensure that members remain current in their skills and understanding of man-made disasters and incidents of domestic violent extremism. Participating in regular training will allow out team to assist our City, County and State to respond and recover from adversarial attacks.

These projects will be managed by Chief/EMA Director Phil Selberg.

This funding is for our RRT so it will focus on Response. Within Response the Core Capabilities are: Operational Coordination, Environmental Response/Health and Safety, Situational Awareness, Fire Management and

Suppression, Mass Care, and Mass Search and Rescue.

To determine this project budget, the South Portland Fire Department evaluated prior needs and projected cost estimates based on historical funds and current compensation.

| | Original Project | HSGP \$58,320.00 | LETPP | Planning | Operations | Equipment | Training \$38,520.00 | Exercise \$19,800.00 | Total Project \$58,320.00 | % Complete Milesto Not Started |
|----------------------|--|---------------------|-------------|----------|------------|-----------|-------------------------|-------------------------|--|-----------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | \$58,320.00 | | | | | \$38,520.00 | \$19,800.00 | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | \$58,320.00 | | | | | \$38,520.00 | \$19,800.00 | Andrew Committee of the | |
| Notes: 0 Project ID# | | | National Pr | iority | State P | Priority | | | | |
| | Committee of the Commit | | | | | trestel. | | | | |

The second second

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which is central to both the Town of Cumberland and the MSAD School District. This would be an interconnected school/public safety radio communication system that would allow school staff, fire/rescue personnel, and police department staff to directly communicate with each other in the event of a mass casualty or domestic terrorist attack. This would include dual-band radios to link the VHF and UHF systems that are already in

As it stands, the Cumberland Police Department services one (1) full time School Resource Officer and one (1) part-time School Resource Officer to the MSAD 51 School District. The Cumberland Police Department has 12 full time sworn officers and 2 reserve officers. The Cumberland Fire Department is comprised of 43 on-call firefighters and/or EMT's of various license levels. Additionally, there are 8 full-time paramedics that work 24 hour shifts to staff two positions at all times, and a full-time Fire Chief. The MSAD 51 campus is comprised of Greely High School, Greely Middle School, and the Mable I. Wilson Elementary School. This totals approximately 2,152 students and approximately 430 staff. The 5-year enrollment projection sees the district growing by approximately 300 students by 2028.

Specifically, the equipment would allow the MSAD 51 staff to directly contact Cumberland PD and/or Cumberland FD when there is a critical incident happening on campus. This would allow a new interoperable communications system between all parties, which is in line with the State's efforts to enhance interoperable communications. The gap in communication between First Responders and MSAD 51 staff is something that comes up in conversations within our First Responder debriefs, as well as MSAD 51 Safety Committee Meetings. On a practical level, all parties deal with the issue of inadequate radio communications on a regular basis on the school campus, specifically inside the school buildings, on a regular basis. Issues with the lack of radio communication is best shown in the response we had to the MSAD 51 campus this Spring in dealing with an Active Shooter Hoax. Unfortunately, these events are becoming all too common, and raise larger concerns when factoring in multi-agency responses. This is by far our largest capability gap in responding to the possibility of high-risk, active shooter type events.

| | Original Project | HSGP \$10,800.00 | LETPP Plan | nning | Operations | Equipment | Training \$10,800.00 | Exercise | Total Project \$10,800.00 | % Complete Milesto Not Started |
|-------------------------|--------------------|---------------------|------------------|-------|------------|-----------|-------------------------|----------|------------------------------|-----------------------------------|
| | Modifications | | | | | | | | | Not Started |
| | Balance after MMFs | \$10,800.00 | | | | | \$10,800.00 | | | Not Started |
| | Payments | | | | | | | | | 0% |
| | Project Balance | \$10,800.00 | | | | | \$10,800.00 | | | |
| Notes: 0 | | | | | | | | | | |
| Notes: 0 Project ID# | | | National Priorit | ty | State Pri | riority | | | | |

The city of Westbrook currently has 3 police K9's in our department, to include 2 labrador retrievers which are trained and certified in search and rescue through the Maine Criminal Justice Academy. Our labradors have been trained locally by the Law Enforcement Dogs of Maine, and the Maine Warden Service in both roadside searches and large scale area searches for humans. This asset allows our odgs to cover large area searches and support the contraction of the cont

Our dogs have already been deployed for searches in York, Cumberland, Androscoggin Counties to name a few. With our statewide mutual aid agreements, and partnership with the Maine Wardens Service our dogs are available to any incident in the State of Maine.

These call-outs can happen during any day/time and during any of the variety of weather seasons Maine has. These can include snowstorms, rainstorms or extreme heat to name a few. Our dogs are also able to complete multiple grid searches on the same call-out and there are times when these searches can last multiple days in remote areas with little resources available to us. These weather elements have exposed our K9's and handlers to weather conditions that exceed the capabilities of our typical patrol gear. As we often respond from home, or need to change gear for the deployment it is important to have the proper gear to ensure the safety of our handlers and also extend the time we are able to be out in the field.

LL Bean offers Waterproof, Gore Tex Jackets and Pants which have proven to be reliable in these environments and would extend the amount of time we are able to be out in the field on a search. These would also protect our officers from rain and wind elements which we encounter often in Maine. LL Bean also offers lacrosse Boots which offer the same protection from these elements, and are far superior for these harsh environments. All of these offer a quick solution and a rapid ability to change and replace our normal duty gear and make us deployable in a safe manner throughout the state.

We are also looking into boots to assist us with the winter. These "over boots" made by NEOS are able to go over our regular patrol boots or any footwear to give us protection in the winter months during call-outs or even regular patrol shifts. As our search efforts typically include wooded area, these would provide us with added protection and again prolong our ability to search in these elements.

| | Original Project | HSGP | \$3,098.79 | Planning | Operations | Equipment \$3,098.79 | Training | Exercise | Total Project \$3,098.79 | % Complete Milesto Not Started |
|----------------------|----------------------------------|------|------------|----------|------------|-------------------------|----------|----------|-----------------------------|-----------------------------------|
| | Modifications Balance after MMFs | | 62 000 70 | | | | | | | Not Started |
| | Payments | | \$3,098.79 | | | \$3,098.79 | | | | Not Started |
| | Project Balance | | \$3,098,79 | | | \$3,098,79 | | | | 0% |
| | | | | | | | | | | |
| Notes: 0 Project ID# | | | National P | riority | State F | Priority | | | | |

This project calls for the replacement of the Portland Police Department Hazardous Devices Unit robot. The estimated cost of this project is \$210,000. Bomb squads are a key element of homeland security preparedness. They detect, interdict and respond to improvised explosive devices (IEDA C**s) which are a known threat to soft targets and a tool likely to be used by domestic violent extremists. Additionally, a well-trained, equipped, and available bomb squads is critical to restoring normal operations post-incident and minimizing the impact of an attack. The Portland Police Department (IPDQ) Hazardous Devices until (IPDQ) is one of just three FBI accredited bomb squads in the State of Maine with the other two being Bangor PD and the Maline State Police. The FBI Hazardous Devices school is the only facility in the country that trains and certifies public safety bomb technicians while the National Bomb Squad Commanders Advisory BOard destablishes standards for exceedited bomb squads to include training and equipment requirements. The standardization of training and equipment is critical to multi jurisdictional response to large scale events as demonstrated by the Boston Marathon bombing: nearly 50 technicians from local, state, and federal agencies worked together to clear two major scenes under tremendous pressure. This was feasible because the technicians operated from the same playbook and were trained to use the same equipment. The PPO HDU was accredited in 2005 with much of the required equipment purchased using Homeland Security grant funds in 2004 and 2005. This includes the teams 6** 5** 6** 5** boots. Neguried for accreditation, a bomb team robot is critical to the safety of bomb technicians. The robot offers the technicians an opportunity to approach, examine, x-ray, and, if necessary, render safe, a suspicious package or IED while remaining at a safe distance. In 2021, the robot vendor (Remote) advised that it would no longer support or service the F6A robot. Now 14 years old, the robot is due for repor

region as requested. The team will also be used to conduct sweeps and stand by for large events.

| | HSGP | LETPP | Planning | Operations | Equipment | Training | Exercise | Total Project | % Complete Milesto |
|--------------------|------|--------------|----------|------------|--------------|----------|----------|---------------|--------------------|
| Original Project | | \$210,000.00 | | | \$210,000.00 | | | \$210,000.00 | Not Started |
| Modifications | | | | | | | | | Not Started |
| Balance after MMFs | | \$210,000.00 | | | \$210,000.00 | | | | Not Started |
| Payments | | | | | | | | | 0% |
| Project Balance | | \$210,000.00 | | | \$210,000.00 | | | | |



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 23-099 **Agenda Date**: 11/13/2023

Agenda Item Request:

Authorization for the County Manager to accept the FY23-24 LEPC Grant award on behalf of Cumberland County from the State of Maine for the amount of \$73,087.96.

Background and Purpose of Request:

Requestor: Michael Durkin, Director-Cumberland County Emergency Management Agency Summarize Purpose of request, expected outcome, include short background and if applicable legal requirement.

Funding Amount and Source: USDOT award \$73,087.96. through MEMA

Effective Date if Applicable:

10/01/2023 - 09/30/2024



| TO: | Cumberland County Commissioners |
|-----------------|--|
| FROM: | Michael Durkin, Director-Cumberland County Emergency Management Agency |
| DATE: | 10/11/2023 |
| SUBJECT: | LEPC Grant Award FY23-24 |

Requested Action:

CCEMA requests that the Commissioners accept the FY23-24 LEPC Grant award.

Background & Purpose of Request:

CCEMA has been awarded \$73,087.96 in FY2023-24 in LEPC Grant funding. The purpose of this award is to support Hazardous Materials Emergency Preparedness through Planning and Training through the Cumberland County Local Emergency Planning Committee (LEPC). These funds are split into two pieces: \$32,232.81 which partially covers the cost of County staff to coordinate the LEPC and \$40,855.15 which forms the Cumberland County LEPC's training budget. These training funds are used to build and maintain the skills of local first responders relating to hazardous materials incidents.

The stated goal of the grant is that people trained using these funds will have the ability to protect nearby persons, property, and the environment from the effects of accidents or incidents involving hazardous material.

Cumberland County has 121 fixed facilities that house hazardous materials which could harm the public-at-large in addition to cargo trucks and railcars. A significant spill at any of these would require a large number of highly trained responders.

With last year's grant award, the Cumberland County LEPC trained 228 people to an 'Operations' or basic level and 206 people to a 'Technician' or intermediate level.

Cumberland County is not required to match these funds, although part of the CCEMA budget augments this grant and makes the LEPC staffing a full-time position.

Funding Amount and Source:

Cumberland County has been awarded \$73,087.96 which will be funded by State Emergency Response Commission (SERC) funds and/or Federal Hazardous Materials Emergency Preparedness (HMEP) Grant funds.

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Cumberland County is a subrecipient of these funds through the Maine Emergency Management Agency who is the recipient.

Effective Date:

This award begins 10/1/2023 and ends on 09/30/2024.

Attachments:

MEMA Subrecipient Grant Award Contract (38 pages)

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Sub-Recipient Name: Cumberland County

Sub-Recipient Contact: Michael Durkin

Sub-Recipient Email: durkin@cumberlandcounty.org

MEMA Program Manager: Faith Staples

 $MEMA\ Program\ Manager\ Email: \underline{faith.e.staples@maine.gov}$

MEMA Grant Email: maine.serc@maine.gov

LEPC Stipend Award Amount: Federal Awarding Agency: USDOT/PHMSA \$32,232.81 Grant Performance Year: FY23-24 LEPC Training Award Amount: \$40,855.15 Grant Identification #: 693JK32240068HMEP Program Performance Period: 10/01/23-09/30/24 CFDA #: 20.703 Vendor Customer #: VC1000019079 20220825*0018 UEI#: T85ZPADXU3L5 CTB #:

This contract is entered into by and between the <u>STATE OF MAINE</u>, acting through and by its <u>MAINE EMERGENCY</u> (hereinafter referred to as "<u>MEMA</u>"), an agency of state government with its principal administrative offices located at 45 Commerce Drive, Suite 2, Augusta, Maine 04330, with a mailing address at 72 State House Station, Augusta, Maine 04333-0072, and <u>Cumberland County</u>, non-federal agency (hereinafter referred to as "Sub- Recipient"), with its principal place of business located at 22 High Street, Unit 1, Windham, ME 04062.

The following attachments are hereby incorporated into this contract:

Appendix A – MEMA General Terms and Conditions

Appendix B – The DOT PHMSA Terms and Conditions

Appendix C – 2020 HMEP Expenditures Guide

Appendix D – Use of LEPC Funds

MEMA and the Sub-Recipient, in consideration of the mutual promises set forth in this contract, hereby agree as follows:

- **A.** The Scope of Work. Planning activities funded by the Hazardous Materials Emergency Preparedness Planning and Training Grant will be used to develop, improve, and carryout emergency plans under the Emergency Planning and Community Right-To-Know act of 1986. Emergency responders who receive training under the HMEP training grant will have the ability to protect nearby persons, property, and the environment from the effects of accidents or incidents involving the transportation of hazardous material in accordance with existing regulations or National Fire Protection Association standards from competence of responders to accidents and incidents involving hazardous materials.
- **B.** Reimbursement. This award will be funded by State SERC funds and/or federal HMEP grant funds. This information will be on the Sub-recipient's remittance.
- C. Contract. The Sub-Recipient agrees to be bound by the terms and requirements of the MEMA's General Terms and Conditions, DOT PHMSA Terms and Conditions contained within this contract as appendix A and B, and including any related modifications, which are hereby incorporated by reference. MEMA as the pass-through entity may terminate this contract per the terms of the Federal Award as well as the Federal Requirements per 2 CFR §200.340 (Termination)
- **D.** <u>Time.</u> This contract shall become effective on the date last signed and that date shall constitute the earliest date for which work may commence. Work cannot continue after the expiration date listed above without a written modification approved by both Parties.
- **E.** Representations. By signing below, the sub-recipient hereby represents that to the best of its knowledge and belief:
 - 1. All of the statements, representations, covenants, and/or certifications required or set forth in the contract documents, including those in the MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide are still complete and accurate as of the date of this contract.

- 2. The Sub-recipient certifies to the best of its knowledge and belief that it and all persons associated with this Contract:
 - (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation 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 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 D.2.b of this contract.
 - (d) Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - (e) The Sub-recipient further agrees that this Debarment and Suspension Provision shall be included, without modification, in all sub-agreements.
- **3.** The person signing below is legally authorized by the Sub-recipient to sign this contract on behalf of the sub-recipient and to legally bind the Sub-recipient to the terms of this Contract.
- **4.** Any Sub-recipient who expends \$750,000 during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR Part 200 and must submit a completed copy to MEMA.
- 5. Work ordered under this Contract must be within the terms of MEMA's General Terms and Conditions, DOT PHMSA Terms and Conditions, as well as the HMEP Expenditures Guide i.e., same scope, within the grant performance period dates and expiration date, and cannot exceed the maximum award amount of this Contract. Work shall not commence prior to MEMA's full execution of this Contract.
- 6. The Sub-Recipient agrees that when issuing subcontracts, and all lower tier subcontracts, agreements shall contain or reference all applicable provisions of this CONTRACT, these MEMA General Terms and Conditions, DOT PHMSA Terms and Conditions as well as the HMEP Expenditures Guide and the applicable federal provisions. By signing this form, I certify' that the typed name, electronic signature or digital signature (a) is intended to have the same force as a manual signature (b) is unique to myself, (c) is capable of verification, (d) is under the sole control of myself,
 - (e) is linked to data in such a manner that it is invalidated if the data are changed. (10 M.R.S.A. §9502 et seq.).

IN WITNESS, WHEREOF, the Sub-Recipient, for itself, its successors and assigns, hereby executes this Contract and thereby binds itself to all covenants, terms, and obligations contained in this Contract.

| MAINE EMERGENCY MANAGEMENT AGENCY | CUMBERLAND COUNTY | |
|---|-------------------|--|
| Peter J. Rogers, Director PRINT NAME, TITLE | PRINT NAME, TITLE | |
| DATE | DATE | |



APPENDIX A MAINE EMERGENCY MANAGEMENT AGENCY (MEMA) GENERAL TERMS AND CONDITIONS

This document provides a high-level overview of the Federal requirements and MEMA's processes for complying with those requirements. Subrecipients are advised to consult the original Federal documents for guidance.

General Compliance Authority:

All work, to the extent applicable, shall conform to the appropriate, related, current editions of the following publications, including but not limited to:

- Federal laws and Executive orders
- Federal regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Department of Homeland Security (DHS) General Terms and Conditions
- Notices of Funding Opportunities
- Annual MEMA grant application
- National Incident Management System (NIMS) and the Incident Command System (ICS)

Subrecipient Responsibilities:

The Subrecipient responsibilities noted below are not an exhaustive list of all requirements. Subrecipients are directed to refer to source publications for detailed information.

1. Conflict of Interest

Under 2 CFR § 200.318 General procurement standards (c)(1), non-Federal entities other than states must maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

2. Procurement

Subrecipients must use their own documented procurement procedures that reflect applicable State, local, and tribal laws, and regulations. These procurement procedures must conform to the requirements of 2 CFR § 200.318- 200.327.

3. Property Control

The Subrecipient must follow the property and equipment management requirements in 2 CFR Part 200.310 -.313 and must:

- a. Maintain insurance coverage of at least the same as that the coverage maintained on the Subrecipient's own property and equipment,
- b. Keep property and equipment in good repair,
- c. Include property and equipment in the Subrecipient's inventory system. Inventory results must be reported to MEMA within 45 days of the Subrecipient grant award expiration. Subrecipients may be required to complete a Tangible Personal Property Report (SF-428) upon request,
- d. Report theft, destruction, or loss of property and equipment to MEMA and
- e. Inform MEMA (in writing) when the property and equipment is no longer needed for its original purpose.

MEMA maintains the right to inspect property equipment and to request its return at any time.

4. Reporting

The progress report shall be used to keep the MEMA Grant Program Managers informed about program status, issues, and used as a basis for grant reporting. These reports shall be submitted to MEMA regardless of whether payments are due.

a. Homeland Security Grant Program (HSGP):

i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.

b. Emergency Management Performance Grant (EMPG):

- i. During the period of performance for this Grant Award, the Subrecipient shall submit to MEMA quarterly performance reports of accomplishments. Reports are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
- ii. The Training and Exercise (T&E) spreadsheet must be continually updated per training and exercise policies. Exercise reporting shall follow the Homeland Security Exercise and Evaluation Program (HSEEP) requirements. In addition, Subrecipients must update the T&E spreadsheet quarterly. Quarterly updates are due within 20 (twenty) calendar days of the end of each Federal Fiscal quarter.
 - Refer to the T&E Policy for National Qualifications System (NQS) for program specific requirements.
- iii. The annual NIMS survey must be submitted to MEMA as part of the Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) process. The NIMS Implementation Survey must be submitted to MEMA's NIMS Program Manager by November 30 of each calendar year.

c. Hazard Mitigation Assistance Grant (HMA):

i. During the period of performance for this Grant Award, the Subrecipient shall submit a quarterly performance report of accomplishments to the State Hazard Mitigation Officer. Reports are due within 15 (fifteen) calendar days of the end of each Federal Fiscal Quarter. Failure to submit could result in non-payment of invoice, or a determination for cause of default under 2 CFR 200.305(b).

5. Written Approval of Changes:

All requests for an extension of the Period of Performance, additional funds, services, changes in scope of work, or other prior approval items as listed in 2 CFR Part 200.407, must be submitted in writing to the applicable MEMA Grants Program Manager.

MEMA's Grant Award Modification form must be utilized, and it must include a justification of the request. Upon approval of the request, signed by both parties (Subrecipient and MEMA), the Subrecipient is authorized to begin work as of MEMA's signature date. The Subrecipient shall not proceed with the work until a written modification has been executed by MEMA and approved by both parties.

6. MEMA is Held Harmless:

The Subrecipient agrees not to bring any claims for damages sought by any party that the Subrecipient contracts with against MEMA and hereby indemnifies and holds MEMA harmless against any claims arising from its failure to coordinate and manage its subcontractors from all claims or liabilities arising from work performed by a Subrecipient. Contracting with other parties does not alter the Subrecipient's obligations under the grant award with MEMA.

7. Subrecipient Must Maintain Effective Internal Controls:

The Subrecipient's system of internal controls must provide reasonable assurance of compliance with laws, regulations, and the terms and conditions of this agreement. The system will allow the Subrecipient will take prompt action when instances of noncompliance are identified in audit findings or through other means.

The Subrecipient's accounting records must:

- Identify the receipt and expenditure of funds under each grant,
- Be supported by source documents,
- Support the production of accurate and timely financial reports, and
- Be integrated into a system of internal control.

8. Determining the Allowability of Costs

The allowability of costs incurred under any grant shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 2 CFR Part 200, Grant Notice of Funding Opportunity, and other authoritative sources.

a. Budgeting:

i. Funds awarded are to be expended only for purposes budgeted items and activities

identified in the Subrecipients approved grant application. Items must be in the Subrecipient's approved grant budget to be eligible for reimbursement.

b. Direct Expenses

i. Direct expenses such as telephone, tolls, reproduction costs, and travel costs shall be billed at actual costs; mileage and per diem shall be billed in accordance with the guidance set forth below. MEMA does not allow any mark-up on direct expenses. Mileage shall be reimbursed at the current amount allowed by the State of Maine, Title 5, M.R.S.A § 1541, or existing written county or local policy. Per diem rates shall be in accordance with the Federal Government's General Services Administration (GSA) travel rates for calculating maximum per diem for meals and lodging reimbursement. All travel costs must be documented in accordance with federal regulations and must comply with the Subrecipients own travel reimbursement policies, not to exceed federal per diem rates.

c. Meals

i. If it is the Subrecipient's policy to reimburse its employees utilizing per diem rates, the Subrecipient will not be required to submit receipts when invoicing MEMA at the per diem rate for meals. If it is the Subrecipient's policy to reimburse employees for the actual cost of meals, the Subrecipient will be required to submit receipts and the corresponding section of the county policy, and MEMA will reimburse the Subrecipient for the actual amount up to the GSA per diem rate.

d. Lodging

i. MEMA reimbursements will not exceed the GSA per diem amount and receipts are always required.

e. Travel

i. MEMA will reimburse airfare at the economy class rate. Documentation that must accompany the request for reimbursement must include at least three (3) quotes from qualified sources and the final itinerary. Quotes (online or otherwise) must include the date of the quote, name of the airline, rates, and dates of travel.

9. Other Restrictions on Purchases

a. Listed Equipment

If required in the FEMA program guidance, all equipment expenditures must appear on the Department of Homeland Security's Allowable Expenditures List (AEL) for the fiscal year covered by these grant funds.

Grant funds may not be used for the purchase of Prohibited Equipment. Refer to Information Bulletin 407, "Use of Grant Funds for Controlled Equipment" for a complete Prohibited Equipment List. Consult with the MEMA Grants Program Manager for further details.

b. Domestic Preferences for Procurements (2 CFR § 200.322):

As appropriate and to the extent consistent with law, the Subrecipient should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States

c. Build America Buy America (Section 70914 of Public Law No. 117-58 §§ 70901-52)

On FEMA non-disaster grant programs (including BRIC, FMA, and LPDM) with grant funding for projects or project scoping over \$250,000, the Subrecipient must provide assurance that all iron and steel items and all construction materials used in the project were produced in the United States. Subrecipients must provide a letter of certification from product manufacturers and self-certification letters from contractors and subcontractors to demonstrate compliance with BABAA requirements.

In Interim Policy #207-22-0001. FEMA recommends recipients and Subrecipients document compliance with BABAA by requesting a BABAA certification letter from manufacturers. MEMA requires Subrecipients to implement this recommendation.

d. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216):

Subrecipients must not expend grant funds on equipment, services, or systems provided by listed companies such as Huawei Technologies Company or ZTE Corporation.

e. CONOPS

All requests for approval to purchase communication equipment and mass subscription-based services for alerts and warnings must be approved by the SWICs Office.

Requests to purchase communication equipment must include supporting documentation, including but not limited to, equipment specification sheets, programming sheets, and an updated County All Hazards Communication Plan. The SWIC reserves the right to request a demonstration of equipment purchased to ensure proficient operation and usage.

Projects will conform to SafeCom Guidance and must also incorporate reference to Maine's SCIP and CONOPS Plans.

All public safety radios must be programmed with CONOPS. These channels must be grouped to make interoperability quickly accessed and user friendly. It is recommended to utilize a separate bank of CONOPS 1-7. These channels should be named as CONOPS, instead of generic names i.e. SWCC, State Fire, SPCC etc.

CONOPS 8 should be labeled with the tower name. If local teams are responding outside their local area, most of the RegionNet channels should be programmed.

It is highly encouraged that the requesting agency provide guidance on sustaining radio replacement through budgeting.

10. Remedies for Noncompliance.

Per 2 CFR 200.339, this Grant Award may be withheld, suspended, terminated, or fund payments discontinued by MEMA where MEMA determines a Subrecipient has failed to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by MEMA. In the event the Subrecipient fails to perform the services described herein and has previously received financial assistance from MEMA, the Subrecipient shall reimburse MEMA the full amount of the payments made. However, if the services described herein are partially performed, and the Subrecipient has previously received financial assistance, the Subrecipient shall proportionally reimburse MEMA for payments made. MEMA may make specific requests in connection with its Subrecipient monitoring responsibilities. Failure to provide requested information on a timely basis may result in suspension of payments.

a. Amounts due MEMA

The Subrecipient shall remit all amounts due to MEMA within the earlier of 30 days of notice by MEMA or when the Subrecipient is first aware of amounts owed to MEMA.

11. Submission of Invoices

Invoices must be generated using MEMA's Reimbursement Request Form (RRF). The Subrecipient must submit invoices by email to the applicable program mailbox:

EMPG: empggrants.maine@maine.gov

HSGP: hsgrants.maine@maine.gov

OPSG: osg.maine@maine.gov SERC: maine.serc@maine.gov HMA: hmagrants@maine.gov

Invoices must be accompanied by supporting documentation, including but not limited to receipts, timesheets, travel documents, approved EHP (if necessary), and proof of payment.

No payments due to the Subrecipient shall be adjusted for inflation. No interest shall be due or payable on any payment due the Subrecipient, regardless of any statement on the billing invoice.

12. After the Period of Performance

All funds must be obligated by the end of the performance period. Final reimbursement requests, close-out package and equipment reports must be received by MEMA within forty-five (45) days of this Grant Award's end date. Failure to de-obligate remaining funds in a timely manner may result in an automatic de-obligation of remaining funds by MEMA.

a. Audit Requirements

A non-Federal entity that expends a combined total of \$750,000 or more during its fiscal year in Federal awards must have a Federal compliance audit (Single Audit) as required by 2 CFR Part 200 Subpart F.

b. Retention of Records

Records for real property and equipment acquired with Federal funds must be retained for three (3) years after final disposition. Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the

submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a Subrecipient. However, if any litigation, claim or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 CFR § 200.334.

Department of Transportation Pipeline and Hazardous Materials Safety Administration (PHMSA) Hazardous Materials Grants

Grant and Cooperative Agreement Terms and Conditions

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1. Definitions

- a) **Recipient** A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term "recipient" does not include subrecipients.
- b) **Program Authorizing Official (PAO)** The PAO is the delegated authority to execute the grant agreement. Should any changes to the scope, budget, schedule, or any other terms become necessary, the PAO in coordination with the AO has the authority to amend the award agreement.
- c) **Agreement Officer** (**AO**) The AO has the authority to obligate the Government to the expenditures of Federal funds under this award.
- d) Grant Specialist (GS) The GS is responsible for the daily administration of the award. The GS is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Recipient Authorized Grantee Official** The individual with the Recipient organization who has authority to legally and financially bind the organization. It is the Recipient's responsibility to follow their agency's policies and procedures for ensuring that authorized officials are up to date, sign the grant agreement, and endorse any prior approval actions.
- f) **Recipient Project Director** The individual designated by the recipient who is responsible for the technical direction of the program or project.

2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

3. Compliance with Award Terms and Conditions

Submission of an application constitutes the Recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

4. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

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- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.

5. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$750,000 or more of federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award

6. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy
The Recipient and its contractors may not use grant funds for lobbying in direct support of
litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and <u>2 CFR 200.450</u>—"Lobbying," within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient and its contractors must comply with 49 CFR 20, U.S. Department of Transportation "New Restrictions on Lobbying."

49 CFR 20 is incorporated by reference into this award.

7. Nondiscrimination

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964"

49 CFR 21 is incorporated by reference into this award.

In an effort to ensure that all Recipients of PHMSA funds are aware of their responsibilities under the various civil rights laws and regulations, the PHMSA Office of Civil Rights has developed an information tool and training. These documents are found on the PHMSA website at https://www.phmsa.dot.gov/about-phmsa/civil-rights/grant-recipient-information. If you should have any questions concerning your responsibilities under the External Civil Rights Program, please contact Rosanne Goodwill, Civil Rights Director, at 202-366-9638 or by e-mail at rosanne.goodwill@dot.gov.

8. Government-wide Debarment and Suspension (Non-procurement)

The Recipient must review the "list of parties excluded from federal procurement or non-procurement programs" located on the System for Award Management (SAM) website before entering into a sub-award. https://www.sam.gov No sub-award may be issued to an

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entity or person identified in the "list of parties excluded from federal procurement or non-procurement programs."

2 CFR 1200 "Non-procurement Suspension and Debarment" is incorporated by reference into this award.

The Recipient must inform the PAO if the recipient suspends or debars a sub-awardee.

9. Drug-Free Workplace

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988," which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with 49 CFR 32, "Government-wide Requirements for Drug Free Workplace (Financial Assistance)" which is incorporated by reference into this award.

10. eInvoicing (PHMSA June 2018)

Recipients of PHMSA grants and cooperative agreements must use the DOT Delphi eInvoicing System.

a) Recipients' Requirements:

Recipients must:

- i. have internet access to register and submit payment requests through the Delphi eInvoicing system.
- ii. submit payment requests electronically, and receive payment electronically.

b) System User Requirements:

- Contact the assigned grant specialist directly to sign up for the system. PHMSA
 will provide the recipient's name and email address to the DOT Financial
 Management Office. The DOT Financial Management Office will then invite the
 recipient to sign up for the system.
- ii. DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form, and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

Via U.S. Postal Service (certified):

DOT Enterprise Services Center FAA Accounts Payable, AMZ-100 PO Box 25710 Oklahoma City, OK 73125

Via FedEx or UPS:

DOT Enterprise Services Center MMAC-FAA/ESC/AMZ-150 6500 S. MacArthur Blvd. Oklahoma City, OK 73169

Note: Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html)

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c) Waivers

DOT Financial Management officials may, on a case by case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (http://www.transportation.gov/cfo/delphi-einvoicing-system.html) or by contacting the PHMSA Agreement Officer. Recipients must explain why they are unable to use or access the internet to submit payment requests.

11. Payments

Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of "Request for Advance or Reimbursement" (Standard Form SF-270).

- a) Method of payment
 - i) The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
 - ii) If the Government is unable to release one or more payments by EFT, the Recipient agrees either to –
 - i) Accept payment by check or some other mutually agreeable method of payment; or
 - ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).
- b) Recipient's EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient is responsible for providing the updated information into the System for Award Management (SAM) at:

 https://www.sam.gov
- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- f) Liability for uncompleted or erroneous transfers.
 - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for
 - i) Making a correct payment;
 - ii) Paying any prompt payment penalty due; and

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- iii) Recovering any erroneously directed funds.
- ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
 - i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
 - ii) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

12. Advance Payment

49 CFR § 110.50 authorizes PHMSA to issue advance payments to grant recipients. Recipient must receive prior approval from PHMSA and must meet the required criteria for advance payments be made.

- a) Recipient must possess financial management systems that meet the standards for fund control and accountability as established in 2 CFR 200.302 for awards issued after that date. Recipient must ensure that advance payment requests are limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project.
- b) Recipient must deposit and maintain advance payments in insured accounts whenever

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- possible unless the recipient receives less than \$120,000 in federal awards from all sources or can demonstrate the best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances. \$250 for awards issued prior to December 26, 2014.
- c) Recipient submits advance payments based on cash payment needs and not accrued liabilities.
- d) Recipient must remain in compliance with the terms and conditions of their award.
- e) Recipient is not indebted to the United States Government.
- f) Recipient's SAM.gov registration is current and active at the time of the advance payment request.
- g) The recipient maintains supporting documentation in their files and makes them available upon request to PHMSA in order to determine if the costs adhere to the applicable cost principles, statutes and regulations. PHMSA will also monitor to ensure grantee has not requested advance payments beyond immediate disbursing needs and that excess balances were promptly returned to the Treasury.

13. Advance Payment Process

To request an advance payment, log into the DOT Electronic Payment System (Delphi E-Invoicing), create and submit a standard invoice, and complete an SF270 form with the Advance Payment Request. This process is similar to requesting a reimbursement. The grant specialist assigned to your account will receive an email generated from the system with the invoice details.

- a) Advance payments must be fully disbursed (example: checks written, signed, and issued to the payees) within 30 days of the date you receive the advance funds from the U.S. Treasury.
- b) Advance payment requests should be submitted no earlier than 10 business days prior to the beginning of the period for which the funds are requested.
- c) PHMSA will check for all of the following criteria:
 - i. Your award balance is sufficient to meet the advance amount requested.
 - ii. Evaluations will be based on cash payments and not on accrued liabilities.
 - iii. You have satisfied program requirements including submission of required federal financial reports for prior quarters/periods.
 - iv. The request is for allowable expenditures.

14. Adherence to Original Project Objectives and Budget Estimates

a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, and only with the written approval of the Program Authorizing Official or delegate.

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b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

15. Prior Approvals

- a) The following expenditures require the PAO's advance written approval:
 - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
 - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The PHMSA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

16. Contracting with Small Businesses, Small Minority-Disadvantaged Businesses, and Small Businesses which are Women-Owned, Veteran-Owned, Disabled Veteran-Owned or located in HubZone Areas

- a) It is the Department of Transportation (DOT) policy to award a fair share of contracts to small businesses, small minority-disadvantaged business, and small businesses which are women-owned, veteran-owned, disabled veteran-owned or located in a HubZone. DOT is strongly committed to the objectives of this policy and encourages all Recipients of its Grants and Cooperative Agreements to take affirmative steps to ensure such fairness on the awarding of any subcontracts.
- b) The Recipient and any Sub-recipients are encouraged to take all necessary affirmative steps to assure that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteran-owned, or located in a HUBZone are used when possible.
- c) Affirmative steps include:
 - Placing qualified small businesses, small minority-disadvantaged businesses, and small businesses which are women owned, veteran-owned, disabled veteran-owned, or located in a HUBZone on solicitation lists;
 - ii) Assuring that small businesses, small minority-disadvantaged businesses, and small businesses which are women-owned, veteran-owned, disabled veteranowned or located in a HUBZone are solicited whenever they are potential sources;
 - iii) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small businesses, small minority-disadvantaged businesses, and small businesses which are womenowned, veteran-owned, disabled veteran-owned, or located in a HUBZone;
 - iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and Using the services and assistance of the U.S. Small Business Administration and the Office of the Small and Disadvantaged Business Utilization of the Department of Transportation, as appropriate.

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17. Seat Belt Use Policies and Programs

In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

18. Ban on Text Messaging While Driving

a) *Definitions*. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

"Text messaging" --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

- b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:
 - 1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-
 - i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
 - **ii**) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
 - 2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as
 - i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - **ii**) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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c) Assistance Awards. All recipients and subrecipients of financial assistance to include: grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

19. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with **2 CFR 200.315** - "Intangible Property."

20. Notice of News Releases, Public Announcements, and Presentations

The Recipient must have the PAO's prior approval for all press releases, formal announcements, or other planed written issuance containing news or information concerning this Agreement before issuance.

21. Violation of Award Terms

If the Recipient has materially failed to comply with any term of the award, the PAO may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances. If PHMSA determines that a grantee's application contains material errors, false, fictitious, misleading, or fraudulent statements or claims, PHMSA may choose to not award a grant; or terminate an awarded grant, in whole or in part, consistent with 2 CFR 200.

22. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is: DOT Inspector General Hotline 1200 New Jersey Ave SE West Bldg 7th Floor Washington, DC 20590 Email: hotline@oig.dot.gov

Web: http://www.oig.dot.gov/Hotline

23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA Oct, 2010)

a) *Definitions*. As used in this provision:

"Executive" means an officer or any other employee in a management position.

"First-tier sub-award" means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Awardee's preceding fiscal year and includes the following:

i) Salary and bonus.

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- ii) Awards of stock, stock options, and stock appreciation rights.
- **iii**) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v) Above-market earnings on deferred compensation which is not tax-qualified.
- **vi**) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- b) System for Award Management (SAM). As a recipient of a Federal award you are required to register in the System for Award Management (SAM) at: https://www.sam.gov
- c) *Notification to Sub-Awardees*. Awardees are required to report information on subawards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.
- d) *Reporting of First-Tier Sub-Awards*. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at http://www.fsrs.gov for each first-tier sub-award. (The Awardee shall follow the instructions at http://www.fsrs.gov to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
 - i) Unique identifier (9-digit Data Universal Numbering System (DUNS) number) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
 - ii) Name of the sub-awardee.
 - iii) Amount of the sub-award.
 - iv) Date of the sub-award.
 - v) A description of the effort being provided under the sub-award, including the overall purpose and expected outcome or result of the sub-award.
 - vi) Sub-award number (assigned by the Awardee).
 - vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
 - viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
 - ix) The prime award number (assigned by PHMSA)
 - **x**) Awarding agency name. (PHMSA)
 - xi) Funding agency name. (PHMSA)
 - xii) Government awarding office code. (56)
- **xiii**) Treasury account symbol (TAS) as reported in Federal Assistance Award Data System.

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- xiv) The applicable North American Industry Classification System (NAICS) code.
- e) *Reporting Executive Compensation of Awardee*. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at https://www.sam.gov if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- **ii**) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- **iii**) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
- f) *Reporting Executive Compensation of Sub-Awardees*. If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at http://www.fsrs.gov, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- **ii**) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- **iii**) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

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information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

24. 811, Call Before You Dig Program (PHMSA June 2014)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees when digging on company-owned, leased, or personally-owned property. For information on how to implement such a program please visit the 811 – Call Before You Dig section of Pipeline and Hazardous Materials Safety Administration's (PHMSA's) website at www.phmsa.dot.gov.

25. Access to Electronic and Information Technology (PHMSA DEC 2013)

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights will respond to any questions, and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at phmsa.civilrights@dot.gov, or 202-366-9638.

26. Combating Trafficking in Persons (PHMSA JULY 2016)

PHMSA may terminate grants, cooperative agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in-

- a) severe forms of trafficking in persons;
- b) the procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) the use of forced labor in the performance of the grant or cooperative agreement; or
- d) acts that directly support or advance trafficking in persons, including the following acts:

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- i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
- **ii**) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless-
- 1) exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
- 2) the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
- **iii**) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
- **iv**) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
- v) Providing or arranging housing that fails to meet the host country housing and safety standards.

27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA FEB 2015)

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.
- b) The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

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The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

28. Copyrights

PHMSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal government purposes:

- a) The copyright in any work developed under a grant, sub award, or contract under a grant or sub award; and
- b) Any rights of copyright to which a Recipient, sub recipient or a contractor purchases ownership with grant support.

29. Reporting

- a) Biannual Federal Financial Report (FFR) (SF-425) The mid-year FFR provides an update on the status of funds for the first half of the performance period. This report is cumulative. The biannual FFR is due no later than 11:59pm Eastern Standard Time (EST), April 30th and December 30th of the performance year.
- b) *Biannual Performance Report* The biannual performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the first half of the performance period. The biannual performance report is due no later than 11:59pm Eastern Standard Time (EST), April 30th and December 30th of the performance year.
- c) *End of year financial report* The end of year FFR closes-out the financial reporting for the performance period. An end of year FFR is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.
- d) End of year performance report The final performance report (form OMB Control Number: 2137-0586) provides the status of the activities performed during the entire performance period. The end of year performance report is due no is due no later than 11:59pm Eastern Standard Time (EST), 90 days after the end of the performance period.

A request for extension of the due date for a mid and end of year reports must be made in writing to PHMSA no later than 15 days before the reports are due. The request must include the reason for the request and the requested due date.

(End of provision)

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Hazardous Materials Emergency Preparedness Grant Program

U.S. Department of Transportation

Pipeline and Hazardous Materials **Safety Administration**

HMEP Expenditures Guide



The Pipeline and Hazardous Materials Safety Administration's Hazardous **Materials Grants Program**

> HMEP.Grants@dot.gov www.phmsa.dot.gov/hazmat/grants (202) 366-1109

Developed by the Pipeline and Hazardous Materials Safety Administration (PHMSA) in collaboration with the Hazardous Materials Emergency Preparedness (HMEP) Working Group.

Pipeline and Hazardous Materials Safety Administration

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1. Introduction

The purpose of the Hazardous Materials Emergency Preparedness (HMEP) grant is to protect against the risks to life, property, and the environment that are inherent in the transportation of hazardous material in intrastate, interstate, and foreign commerce (Title 49 U.S.C. § 5101). The HMEP grant supports the emergency preparedness and response efforts of States, federally recognized Tribes, and Territories that deal with hazardous materials emergencies, specifically those involving transportation.

This grant also aids grantees in meeting the requirements of §§ 301 and 303 of the Emergency Planning and Community Right-to-Know Act of 1986 (Title 42 U.S.C. Chapter 116).

Through your participation in the HMEP grant program, PHMSA seeks to increase the effectiveness of hazardous materials response and preparedness efforts, and reduce the risks associated with the bulk transport of highly flammable liquids, and other hazardous materials, throughout the United States.

To advance PHMSA's mission, the HMEP grant awards funding to States, U.S. Territories, and federally recognized Tribes to:

- Develop, improve, and implement emergency plans
- Train public sector hazardous materials (hazmat) emergency response employees to respond to accidents and incidents involving hazardous materials in transportation
- Determine flow patterns of hazardous materials within a State, between States, between States and federally recognized sovereign nations, and within Territories.
- Determine the need within a State for regional hazardous materials emergency response teams
- Assess local preparedness and response capabilities
- Conduct emergency response drills and exercises associated with emergency preparedness plans
- Provide for technical staff to support the preparedness effort
- Train public sector employees to respond to accidents and incidents involving the transportation of hazardous materials
- Determine the number of public sector employees employed or used by a political subdivision who need the proposed training and to select courses consistent with national consensus standards or the <u>Guidelines for Hazardous Materials Response</u>, <u>Planning and Prevention/Mitigation Training</u>
- Design, develop and deliver comprehensive preparedness and response training to public sector employees, and financial assistance for trainees and for the trainers, if appropriate, such as tuition, travel expenses to and from a training facility, and room and board while at the training facility
- Deliver emergency response drills and exercises associated with training, a course of study, and tests and evaluation of emergency preparedness plans
- Evaluate courses to determine effectiveness of delivery and student retention
- Pay expenses associated with training by a person (including a department, agency, or instrumentality of a State or political subdivision thereof, a Territory, or federally recognized Tribe) and activities necessary to monitor such training including, but not limited to, examinations, critiques and instructor evaluations
- Maintain staff to manage the training effort designed to result in increased benefits, proficiency, and rapid deployment of local and regional responders
- Support additional activities the Associate Administrator deems appropriate to implement the scope of work for the proposed project and approved in the grant

Pipeline and Hazardous Materials Safety Administration

The information contained in this document is provided for guidance to administer the HMEP grant program. This document supersedes all previous versions and is effective for fiscal year (FY) 2019 grant awards. Examples of allowable activities provided in this document are not all-inclusive, and the absence of a specific activity does not preclude its possible approval. All proposed activities will be considered based on the proposed budget costs allocable to the approved project in accordance with 2 CFR Part 200, Subpart E, and Cost Principles.

The purpose of this HMEP Expenditures Guide is to help grantees effectively administer their programs by providing examples (for reference only) of allowable, conditionally allowable, and unallowable activities.

General Guidelines:

- Allowable expenditures are those that are: reasonable, necessary, and allocable to the approved project consistent with 2 CFR Part 200 and the Notice of Grant Award (NGA).
- Conditionally allowable expenses are only allowable from certain funding sources, or when the expenditures meet other conditions.
- Unallowable expenditures are costs prohibited by law or regulation, Federal cost principles, PHMSA policy, or special terms and condition of award.

The following items require prior approval and the submission of the Hazmat Grant Activity Request Form to PHMSA by selecting one of the following options in the HMEP Grants Portal at https://hazmatgrants.phmsa.dot.gov:

- Activities not specified in the approved grant application
- Budget revisions
- Change in Point of Contact for the Grant
- Requests for reimbursement must be submitted via the Delphi eInvoicing System using OMB SF-270, Request for Advance or Reimbursement.
- For new users, please coordinate with your assigned Grant Management Specialist for access.

2. General Expenditures

Examples of allowable general expenditures that do not fall under preparedness or response training grant expenditures are listed below.

Allowable General Expenditures

Grants Management Courses

Continuing Education Specific to Grants Management Functions

Financial Management Courses with Grant Management Concentration

3. Preparedness

3.1 Allowable Preparedness Expenditures – Commonly Approved Expenditures

Enhancing Hazardous Materials Plans

Developing, improving, and implementing emergency plans required under the Emergency Planning and Community Right-to-Know Act of 1986

Workshops, drills, and exercises associated with hazmat emergency plans

Risk assessments to enhance plans

Capability assessments that evaluate the ability for first responders, non-governmental organizations, and other involved stakeholders to respond to a hazmat emergency

Gap analysis to enhance planning objectives

Improving interagency interoperability to better respond to and mitigate hazmat incidents

Determining commodity flow transportation patterns of hazmat and developing and maintaining a system to keep such information current

Assessing the need for regional hazmat emergency response teams

Providing technical staff to support planning efforts

Aerial photography for use with Commodity Flow Study research

Planning Courses

Courses aimed at developing, improving, and implementing emergency plans under the Emergency Planning and Community Right-to-Know Act (EPCRA) §§ 301 and 303 (Title 42 U.S.C. Chapter 116)

Hazmat transportation emergency preparedness and response courses

Hazmat risk analysis

Commodity Flow Study courses

Regional Response Strategy Selection courses

Equipment and Supplies¹

Computer equipment dedicated to HMEP Grant activities (use for operations purposes not allowable)

Supplies and equipment required for HMEP-funded exercises and activities

¹ 2 CFR § 200.33 defines *equipment* as tangible, non-expendable personal property with a unit acquisition cost of \$5,000 or more (unless State policy sets a lower threshold) and with a useful life of more than one year. When calculating the cost of the property, it includes any accessories needed to make it operational. Any items not meeting this definition should be shown as "supplies," e.g., computers must be shown as "supplies," based on their acquisition cost.

3.1 Allowable Preparedness Expenditures, concluded

Conferences and Meetings

National Association of SARA Title III Program Officials (NASTTPO)

TRANSCAER® (Transportation Community Awareness and Emergency Response) is a voluntary national outreach effort focusing on assisting communities with preparing for, and responding to, possible hazmat transportation-related incidents. TRANSCAER® educates emergency responders and their communities and includes safety training cars from the Firefighters Education and Training Foundation.

* Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.

International Association of Fire Chiefs (IAFC), <u>International Hazmat Conference</u>: The IAFC hosts the International Hazardous Materials Response Team Conference, which presents "what's new in hazmat" and how it impacts today's hazmat teams on the job.

<u>Midwestern Hazmat Conference</u>: Two-day conference on hazmat and related response training presented by instructors in the hazmat response community. (Only courses on hazmat response are eligible.)

Other

Hazmat publications for permanent collections, such as the NFPA 472 guide

3.2 Conditionally Allowable Preparedness Expenditures

Conditionally allowable expenditures are those that are not commonly approved, but will receive special consideration upon proposal.

Examples of conditionally allowable preparedness expenditures are listed below.

Tier II Chemical Inventory Reports

Tier II Databases

Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and preparedness opportunities for responders, particularly those related to transportation. Conditions include: transportation hazmat-themed schedule

Pipeline and Hazardous Materials Safety Administration

Regional hazmat conferences and workshops, specifically those related to transportation

<u>Fire Department Instructors Conference (FDIC)</u>: Comprehensive training for all levels of fire service practitioners with more than 24 hands-on training evolutions, 34 pre-conference workshops, and more than 160 classroom presentations. Conditions include: transportation hazmat-themed schedule

LEPC meeting expenses – Conditions include: LEPC meeting expenses are allowable when pertaining to the HMEP grant

Hospital Drills – Conditions include: Decontamination from a transportation incident (radiological, chemical, or other hazmat)

Emergency Operating Center (EOC) Leadership Exercises – Conditions include: Leadership exercises for events concerning hazmat preparedness and response

Title III Software (e.g., CAMEO/PEAC/PLUME) – Use of software must be tied to planning for hazmat transportation related accidents/incidents

Fixed-facility hazmat preparedness – Conditions include: Exercises and plans that include transportation of materials to and from fixed-facilities; exercises that test the same capabilities that would be used to respond to a hazmat transportation incident

Refreshments – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure exercises are safely conducted.

3.3 Unallowable Preparedness Expenditures

Examples of unallowable preparedness expenditures are listed below.

Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)

All-Hazards Warning System Drills

Joint Terrorism Task Force (JTTK) Exercises

WebEOC (EOC-Emergency Operations Center) mapping

Public Officials Conference that does not have a tie-in to hazardous materials transportation

Town-wide alert system

Development and distribution of a Hazmat Calendar

Expenses counted as match funds toward another Federal grant program or cooperative agreement

Entertainment costs

Foreign travel

Purchase of cell telephone(s), except for administration of the HMEP grant at the state level

Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 Subpart E

Any cost specifically prohibited in the General Terms and Conditions of the award, PHMSA policy as detailed in this Expenditures Guide, or Special Terms and Conditions listed on the NGA (Remarks section)

Membership fees and subscriptions, except as otherwise noted.

Food – Food purchased with HMEP funds for exercises, planning sessions, meetings, conference and more is unallowable under the HMEP grant program.

Stipends

ERI (Fire Rescue International): Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.

4. Training

4.1 Allowable Training Expenditures

Examples of allowable training expenditures are listed below.

General Training Expenditures

Reimbursement for instructor(s) and trainees for tuition and travel expenses (lodging and per diem) to and from a training facility

Facility rental cost reimbursement

Expenses associated with training, such as staff to support the training effort, evaluation forms, etc.

National Fire Protection Association (NFPA) 472 or Occupational Safety And Health Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses

Hazardous Waste Operations and Emergency Response Standard (HAZWOPER) training with transportation tie-in

Hazmat Incident Command System (ICS), includes the following courses:

- ICS-100: Introduction to the Incident Command System
- ICS-200: Incident Command System for Single Resources and Initial Action Incidents
- ICS-300: Intermediate Incident Command System
- ICS-400: Advanced Incident Command System

Hazmat Awareness, Operations, Technician, Specialist, and Refresher Courses

Hazmat Incident Commander

Hazmat Officer/Safety Officer

Industrial Fire Fighting- (rail yards, fuel transfer facilities, and ports)

Confined Space Rescue

Hazmat Basic Life Support/Advance Life Support

Chemistry for Emergency Responders

Marine Operations - Ship-board rescue, firefighting, and hazmat

Airport Rescue Fire Fighting (aircraft response and rescue)

Explosive Ordinance Disposal/Explosives involving transport of explosives

Radiological (sources in transportation, but not Weapons of Mass Destruction.)

Tank Car Specialty

4.1 Allowable Training Expenditures, continued

| National Fire Protection Association (NFPA) 472 or Occupational Safety and Health |
|---|
| Administration (OSHA) 29 CFR § 1910.120 Competency Requirement Suggested Courses, |
| concluded |

Intermodal Tank Specialty

Marine Tank Vessel Specialty

Flammable Liquid Bulk Storage

Flammable Gas Bulk Storage

Radioactive Material Specialty in Transportation

First Receiver Awareness Training

Crude Oil Training

Cargo Tank Specialty

Other Allowable Training Course Examples

Ammonia, Ethanol, Chlorine Response

Alternative Fuels, used in transportation

Developing a Plan of Action

Chemistry of Hazmat-Part I/II

Surveying a Hazmat Incident

Level A/Level B Personal Protective

Hazmat for Emergency Management System (EMS)

Hazmat for Dispatcher

Hazmat Containers

Hazardous Materials Monitoring Refresher

Hazmat Level B Dress-out and Decon

Hazmat Technical Decon Refresher

Hazmat Containment and Control

Haz-Cat Training

Pro Board® Certification for Hazmat Training Courses

4.1 Allowable Training Expenditures, continued

Other Allowable Training Course Examples, concluded

Pipeline Incident in Transportation Response Training

Haz Mat IQ Training (Above and Below the line, Advanced IQ & Tox Medic, etc.)

Emergency Medical Technician (EMT) Training for hazmat

Employee Hazmat Emergency Response Readiness Training

Creating and maintaining hazmat emergency response training websites

CAMEO Training, particularly that related to transportation

TRANSCAER® (travel and necessities* for physical needs and comfort of trainers and training recipients)

* Necessities, by ownership or rental, for the physical needs and comfort of the participants and training recipients such as, but not limited to: classroom tents, tables, chairs, water coolers, portable toilets, wash stations, public address systems, generators, fuel for generators, waste management, and outdoor fans; projectors and screens, video recording services; safety gloves, safety glasses; pens, pencils, books, brochures, certificates; administrative services, advertising costs, trainer fees; and instructor accommodations, travel, and meals.

Allowable Training Equipment, Supplies and Materials

Computer equipment used exclusively for activities allowable under this HMEP Grant (e.g., approved computer-based training activities).

Rental equipment necessary to provide specific training, whether consumed in the training (e.g., this isn't equipment) or otherwise (e.g., a training suit). In most cases, equipment costs are expected not to exceed 5 percent of the total cost of the grant awarded and must be fully justified.

Publications, manuals, and other materials necessary to provide training and are used by instructor(s) and trainees--where appropriate, this may include the printing and copying of such materials and any cost of distributing these materials (such as mailing the materials to trainees in advance of the first training session).

Simulation software for hazmat training courses

Hazmat training suits for specific transportation related exercises

Firefighting foam for specific transportation related exercise

4.1 Allowable Training Expenditures, concluded

Conferences

NASTTPO (National Association of SARA Title III Program Officials)

Hazmat Continuing Challenge

HOTZONE or COLDZONE

IAFC International Hazmat Conference

Midwestern Hazmat Conference

4.2 Conditionally Allowable Training Expenditures

Examples of conditionally allowable training expenditures are listed below.

Statewide conference emphasizing hazmat emergency response capabilities, collaboration, networking, and planning opportunities for responders.

Regional hazmat conferences and workshops

Fixed-facility hazmat training – Conditions include: Training that includes transportation of materials to and from fixed-facilities; training that addresses the same capabilities that would be used to respond to a hazmat transportation incident

Refreshments – Conditions include: Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure safe training.

4.3 Unallowable Training Expenditures

Examples of unallowable training expenditures are listed below.

Courses not related to hazmat emergency response (with the exception of the pipeline training listed in section 4.1 above)

Pro Board® Accreditation and Membership Fees

Emergency Preparedness Presentation to Child Care Providers

School Violence Prevention

Weapons of Mass Destruction (WMD) Terrorism courses

Weapons of Mass Destruction (WMD) Radiological Training

Mobile Meth Lab Training

Active Shooter Training

Pandemic Flu Exercises

Joint Terrorism Task Force (JTTF) Exercises

Equipment for the purpose of response operations, such as:

- Self-Contained Breathing Apparatus (SCBA)
- PPE (Personal Protective Equipment)
- Monitoring Equipment

Overtime of trainees and any other employees who "backfill" positions of trainees during the period of training.

Expenses counted as match funds toward another Federal grant program or cooperative agreement.

Entertainment costs

Purchase of cellular telephone(s), except for administration of the HMEP grant at the state level

Any costs disallowable or stated as ineligible in 49 CFR part 110 and 2 CFR 200 Subpart E

Pipeline and Hazardous Materials Safety Administration

Any cost specifically prohibited in the General Terms and Conditions of the grant award, or identified in PHMSA policy guidance, or as a Special Terms and Conditions listed on the NGA (Remarks section).

Stipends

FRI (Fire Rescue International): Fire Rescue International (FRI) annual conference for fire and emergency service leaders from across North America and around the globe for 5 days of networking, learning, and collaboration.

Food – Food purchased with HMEP funds for exercises, planning sessions, meetings, conference and more is unallowable under the HMEP grant program.

5. Grant Specifics

Requests for Reimbursement

Requests for reimbursement must include a SF-270 that can be accessed online via the Delphi eInvoicing System or uploaded if the online SF-270 is not operational. Some grantees may be required to submit supporting documentation for payment requests. If this is the case, a special term and condition will be listed on the NGA indicating this status. PHMSA may request additional substantiation for supporting reimbursement payments at any time. Reimbursement may not be made for a project plan unless approved by PHMSA either in the application or via Activity Request. Grantees are to keep supporting documentation on file in accordance with their internal policies and procedures. While supporting documentation may not be required for every payment, it may be requested during the course of PHMSA's ongoing monitoring process. A lack of supporting documentation on file may result in questioned or unallowable costs.

Matching Funds

Grantees (States and Tribes) are required to provide the 20% match and may use the following²:

- Cash (hard-match),
- In-kind contributions (soft match)
- A combination of in-kind or soft match plus hard-match to meet this requirement.

Grantees may use matching funds from all seven object classes. Examples include: salary³; equipment or supply purchase; space usage; the value of a participant's time during an allowable activity; unrecovered indirect costs, or the dollar value of a grant-related activity or purchase.

Grantees must continually examine funding priorities to ensure that activities and/or expenditures counted as matching towards the grant are used for allowable activities.

Match must be verifiable through grantee records and be maintained with the same level of effort as Federal funds. Records must show how the value of a contribution is made. 2 CFR §§ 400-475 provide more detail on match requirements and expectations.

Match may include waived indirect costs and not be paid by the Federal Government under any other award.

Pipeline and Hazardous Materials Safety Administration

Percent of Funds for Programmatic Activities

At least 75% of the funds must be for programmatic activities, this includes:

- Developing, improving, and implementing emergency plans
- Conducting commodity flow studies
- Conducting exercises
- Training public sector employees

As required by 2 CFR § 200.302, a grantee must expend and account for grant funds in accordance with state laws and procedures for expending and accounting for the state's own funds. HMEP grantees must ensure that the management and administration (M&A) Federal cost of this grant program does not exceed 25%, as referenced in the FY 2017 funding announcement and required by the terms and conditions of the grant award.

Title 2 CFR, Grants and Agreements, provides greater clarity to the role and expectations for pass-through entities conducting oversight of subrecipients. It expands on the responsibilities of pass-through entities by providing for a more robust system of risk assessment, oversight and monitoring. (See 2 CFR §§ 200.330 and 200.331)

Audits

Recipient agencies are responsible for obtaining audits in accordance with 2 CFR Part 200 Subpart F. Audits must be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits. PHMSA may audit a recipient agency at any time.

² Per 48 U.S.C.1469a, the requirement to provide a 20% match for the Planning and Training (direct and indirect) costs of all activities covered under the grant award program with non-Federal funds is waived for "Insular Areas" which include the Virgin Islands, Guam, American Samoa, the Trust Territory of the Pacific Islands, and the Government of the Northern Mariana Islands in order to minimize the burden caused by the existing application and reporting procedures.

³ 2 CFR Section 200.430(i) require that all salaries and wages charged to a Federal award be documented to accurately reflect the work performed for the award. Salaries and wages used to meet cost-sharing or matching requirements must be treated in the same manner as salaries and wages directly charged to an award.

USE OF LEPC FUNDS (Revised May 12, 2015)

- 1. GRANTED TO LEPC'S, NOT COUNTIES OR EMA'S
- 2. COUNTY TREASURER IS CUSTODIAN MAINTAINING A SEPARATE ACCOUNT(S) SUBJECT TO LEPC AND COUNTY DIRECTOR APPROVAL FOR EXPENDITURES. COUNTY COMMISSIONER APPROVAL IS NOT REQUIRED. COUNTY ACCOUNTING PROCEDURES SHALL BE FOLLOWED. ANY INTEREST BENEFITS THE LEPC.
- 3. LEPCS DETERMINE USE WITH POLICY GUIDANCE AND RECOMMENDATIONS FROM SERC AND COUNTY DIRECTOR. COUNTY DIRECTORS HAVE DISCRETIONARY AUTHORITY FOR ADMINISTRATIVE USE OF FUNDS SUBJECT TO GUIDELINES ADOPTED BY THE LEPC.
- 4. FUNDS PROVIDED BY SERC FOR ADMINISTRATION MAY BE USED FOR ACTIVITIES THAT SUPPORT THE LEPC MISSION ALONG WITH PLAN DEVELOPMENT AND PLAN MAINTENANCE. EXAMPLES OF ALLOWABLE EXPENSES ARE:

PAPER PRINTING
POSTAGE MILEAGE
MEALS TELEPHONE
LEGAL ADVERTISING REGISTRATIONS

AUDIO VISUAL EQUIPMENT COMPUTER SOFTWARE/SUPPLIES COMPUTER EQUIPMENT REFERENCES BOOKS

SUBSCRIPTIONS COURSE FEES FOR LEPC MBRS & EMA STAFF

BASIC OFFICE SUPPLIES SUCH AS PENS, TAPE, MARKERS, BINDERS ETC.

WAGES FOR PART-TIME OR CONTRACT HELP FOR PLANNING TASKS

EXPENDITURES FOR ITEMS NOT LISTED MAY BE CONSIDERED ON A CASE BY CASE BASIS AND WILL NEED WRITTEN DOCUMENTATION OF HOW THEY SUPPORT THE LEPC PLANNING MISSION.

5. EQUIPMENT MUST BE USED WITHIN EOC/EMA OFFICES FOR SUPPORT OF LEPC ACTIVITIES.

FUNDS CANNOT SUPPLEMENT ANY OTHER DEPARTMENT, AGENCY OR PRIVATE ENTITY, FIRE DEPARTMENTS, SHERIFF OFFICES, HAZMAT RESPONSE TEAMS OR UNIVERSITY OPERATIONS (EXCEPT FOR TRAINING RELATED ITEMS)

6. QUARTERLY FINANCIAL REPORTS AND SEMI-ANNUAL ACTIVITY REPORTS ARE REQUIRED DOCUMENTING HOW THESE FUNDS HAVE BEEN EXPENDED.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 23-100 Agenda Date: 11/13/2023

Agenda Item Request:

Adoption of the proposed Cumberland County Pre-Disaster Recovery Plan for significant disasters as submitted by the Cumberland County Emergency Management Agency.

Background and Purpose of Request:

Requestor: Michael Durkin, Director-Cumberland County Emergency Management Agency

The Pre-Disaster Recovery Plan is meant to provide a framework for rebuilding after a significant disaster has occurred. It is considered a core-plan in Emergency Management and informs/is informed by the County's Emergency Operations Plan (2019) and the Hazard Mitigation Plan (2022). This Plan also follows the guidance of the National Disaster Recovery Framework (2016) and the Maine State Recovery Plan (currently in draft).

The Pre-Disaster Recovery Plan is an important part of the County's ability to bounce-back fully after a disaster. It outlines a command structure to be utilized during recovery and assigns authorities and resources to this structure.

Presentation:

Funding Amount and Source:

N/A

Effective Date if Applicable:

This Plan goes into effect upon signature of the Commissioners. The plan undergoes a major revision process every five years. This major revision would require it come before the Commissioners for re-approval.



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: TMP-208 Agenda Date: 11/13/2023

Agenda Item Request:

Adoption of the proposed Cumberland County Pre-Disaster Recovery Plan for significant disasters as submitted by the Cumberland County Emergency Management Agency.

Background and Purpose of Request:

Requestor: Michael Durkin, Director-Cumberland County Emergency Management Agency

The Pre-Disaster Recovery Plan is meant to provide a framework for rebuilding after a significant disaster has occurred. It is considered a core-plan in Emergency Management and informs/is informed by the County's Emergency Operations Plan (2019) and the Hazard Mitigation Plan (2022). This Plan also follows the guidance of the National Disaster Recovery Framework (2016) and the Maine State Recovery Plan (currently in draft).

The Pre-Disaster Recovery Plan is an important part of the County's ability to bounce-back fully after a disaster. It outlines a command structure to be utilized during recovery and assigns authorities and resources to this structure.

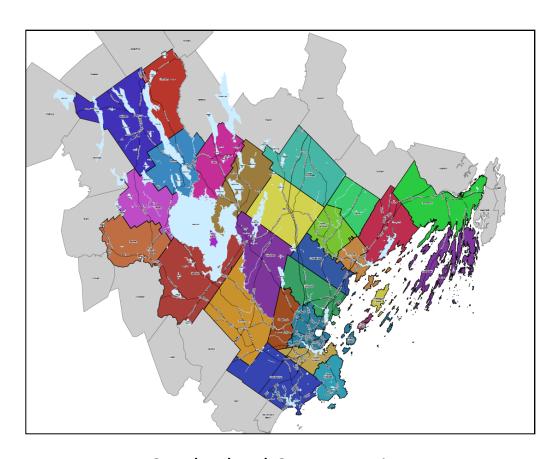
Presentation:

Funding Amount and Source:

N/A

Effective Date if Applicable:

This Plan goes into effect upon signature of the Commissioners. The plan undergoes a major revision process every five years. This major revision would require it come before the Commissioners for re-approval.



Cumberland County Maine Pre-Disaster Recovery Plan

Version 1.0

November 2023



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LETTER OF PROMULGATION & APPROVAL

To COUNTY GOVERNMENT

Herein is the County of Cumberland Maine Pre-Disaster Recovery Plan.

The purpose of this plan is to provide a comprehensive framework for recovery from human caused or natural disasters. It addresses roles and responsibilities of government organizations, and maintains an important link-engaging local, State, Federal, private and other whole-community stakeholders, that may be obligated to address recovery from disasters and emergencies impacting the County. It is guided by the National Incident Management System structure, which the County and all municipalities have adopted. The plan provides guidance for use in recovering from a natural, technological, or human-caused emergency or disaster.

The Cumberland County Emergency Management Agency is responsible for the development and maintenance of this plan. This plan is constructed in accordance with existing federal and state statutes. The plan will continue to evolve, responding to lessons learned from actual disasters and emergency experiences, ongoing planning efforts, training and exercise activities and Federal guidance.

| EMA Director Signature | County Manager Signature |
|------------------------|--------------------------|
| Michael Durkin | Jim Gailey |
| Date | Date |

APPROVAL AND IMPLEMENTATION

The Cumberland County Recovery Plan has been approved and adopted by a Joint resolution of the County Commissioners. This plan provides guidance for short and long-term recovery from disasters that impact Cumberland County. This plan was developed to meet the requirements of the National Disaster Recovery Framework.

The Cumberland County Emergency Management Agency is responsible for the development and maintenance of the Recovery Plan. Major modifications to this plan shall be made with the coordination and approval of the County Commissioners. Routine changes will be made by the Emergency Management Agency Director as deemed necessary. In recognition of the emergency management responsibilities of CCEMA, the Cumberland County Recovery Plan is hereby promulgated.

| District 1 Signature | Date |
|--------------------------|----------|
| District 2 Signature | Date |
| District 3 Signature | Date |
| District 4 Signature | Date |
| District 5 Signature | Date |

LOCAL ADOPTION

The following municipalities have formally adopted parts/the entirety of this plan as listed below. Their promulgation letters follow:

| Municipality | Adoption | | RSF 1: | RSF 2: | RSF 3: Health | RSF 4: | RSF 5: | RSF 6 | RSF 7 |
|----------------|----------|------|-----------|----------|---------------|---------|----------------|-----------|-----------|
| | Date | Plan | Community | Economic | & Social | Housing | Infrastructure | Cultural | Natural |
| | | | Recovery | Recovery | Services | | | Resources | Resources |
| | | | Planning | , | | | | | |
| Baldwin | | | | | | | | | |
| Bridgton | | | | | | | | | |
| Brunswick | | | | | | | | | |
| Cape Elizabeth | | | | | | | | | |
| Casco | | | | | | | | | |
| Chebeague | | | | | | | | | |
| Island | | | | | | | | | |
| Cumberland | | | | | | | | | |
| Falmouth | | | | | | | | | |
| Freeport | | | | | | | | | |
| Frye Island | | | | | | | | | |
| Gorham | | | | | | | | | |
| Gray | | | | | | | | | |
| Harpswell | | | | | | | | | |
| Harrison | | | | | | | | | |
| Long Island | | | | | | | | | |
| Naples | | | | | | | | | |
| New Gloucester | | | | | | | | | |
| North Yarmouth | | | | | | | | | |
| Portland | | | | | | | | | |
| Pownal | | | | | | | | | |
| Raymond | | | | | | | | | |
| Scarborough | | | | | | | | | |
| Sebago | | | | | | | | | |
| South Portland | | | | | | | | | |
| Standish | | | | | | | | | |
| Westbrook | | | | | | | | | |
| Windham | | | | | | | | | |
| Yarmouth | | | | | | | | | |

*Insert Local Promulgation Letters here

AUTHORITY/ADOPTION

This Plan is developed under the following local, state, and federal statutes and regulations:

State:

Title 37-B, CH13:3 §783 Disaster Emergency Plan

Federal:

Sandy Recovery Improvement Act of 2013

Disaster Recovery Reform Act of 2018

Homeland Security Presidential Directive/HSPD-5

Homeland Security Presidential Directive/HSPD-8

American with Disabilities Act (as amended)

National Incident Management System (NIMS)

RECORD OF CHANGES

This is the official documentation of changes, updates, revisions, revocations, or other alterations of the Cumberland County Recovery Plan. This record, in its entirety, carries over between major versions and publications of the plan and helps provide documentation of the plan development, testing and maintenance process. CCEMA is responsible for tracking, changes, and distributing the updates.

| Date of Change | Page # | Description of Change | Changed By: | Initials |
|-------------------|--------|-----------------------|-------------|----------|
| | | | | |
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PLAN MAINTENANCE

The Director of the Cumberland County Emergency Management Agency, in conjunction with the County Long-Term Recovery Manager (if assigned), is responsible for overseeing the regularly scheduled evaluations, maintenance, and revisions of this plan.

Plan evaluation will occur after the Pre-Disaster Recovery Plan (PDRP) or its associated annexes are activated. Plan evaluation will also occur after recovery exercises as defined in the Training and Exercise Plan. Plan evaluation will be open to all stakeholders identified in the Disaster Recovery Plan.

If no activation has taken place, Plan maintenance will occur every five years, or as determined by the Director of CCEMA and Long-Term Recovery Manager (if assigned). Plan maintenance includes formatting updates, identification of possible major revisions based on stakeholder roles and responsibilities and/or legislative changes, and necessary changes in relation to corresponding plans, such as the Emergency Operations Plan.

Major revisions will be approved and officially adopted by the County Commissioners. Minor changes to the plan or edits to its appendixes/annexes will be kept on file with CCEMA. These updates will be recorded in the Record of Changes table and distributed to each agency identified in the plan.

Every agency identified in this plan is responsible for developing and maintaining processes and procedures needed to fulfill their roles and responsibilities as identified within.

PURPOSE AND SCOPE

The intent of the Cumberland County Recovery Plan is to provide a comprehensive framework for rebuilding after a natural or manmade disaster. It should be utilized as a guide for roles and responsibilities, prioritization and decision-making practices in disaster recovery situations.

This Plan provides a framework for recovery for both Cumberland County and its external partners. Every disaster is unique and the size, scope and actions of the recovery process will vary. No two incidents are the same and therefore, no two recoveries are the same. Rather than prescribe specific actions to take, this Plan identifies potential issues and tasks that recovery organizers may need to address as well as lead and supporting partners to address them.

CCEMA's definition of recovery aligns with the National Disaster Recover Framework's definition: Recovery extends beyond simply repairing damaged structures. It also includes the continuation or restoration of services critical to supporting the physical, emotional, and financial well-being of impacted community members. Recovery includes the restoration and strengthening of key systems and resource assets that are critical to the economic stability, vitality, and long-term sustainability of the communities themselves.

A successful recovery is about the ability of individuals, businesses, and the community as a whole to rebound from loss in a manner that sustains their physical, emotional, social, and economic well-being.

Successful recoveries are often marked by:

- Overcoming the physical, emotional and environmental impacts.
- (Re)establishing an economic and social base that supports a viable community.
- Integrating the functional needs of all residents.
- A community that demonstrates the capacity to prepare and respond for future disasters.

This plan applies to all incidents that impact Cumberland County (in part or in whole) as well as significant incidents that CCEMA and/or adoptees EMA's responds to in a mutual aid capacity. The primary impacts and origins of these incidents may be inside or outside the County. The Recovery Plan is based on the principle of local primacy, recognizing that respective municipalities within the County are the lead agencies for disaster recovery.

In line with Cumberland County's All Hazards approach to planning, this Plan is applicable to incidents regardless of their nature, casualties, geography, length, origination/cause or other factors. Although we seek to be comprehensive in planning, not all problems that arise while recovering from a disaster will be anticipated or covered by this plan. Individual circumstances arising in a disaster will require modification of certain portions of this plan to fit.

RELATIONSHIP TO OTHER PLANS

State Recovery Plans: CCEMA practices and supports vertical integration of plans. Thus, CCEMA's PDRP considers the State of Maine's recovery planning in its plan development.

Local Recovery Plans: Cumberland County has 28 constituent municipalities that may, or may not, maintain their own Recovery Plans. These municipalities may adopt (in full, or in part) the County Pre-Disaster Recovery Plan as a Local Pre-Disaster Recovery Plan. Adoption of this plan does not absolve the municipality of its responsibilities to manage their recovery process, nor does it obligate Cumberland County to manage or assist that organization's recovery process. Adoption of this plan by a municipality indicates they will utilize the structure, concepts and guidance within to aid their recovery efforts.

If a municipality maintains their own Disaster Recovery Plan, the County Plan does not supersede or replace that local plan for local recovery efforts. To the greatest extent possible, Cumberland County works to incorporate and integrate local planning realities into its planning efforts.

Mitigation Plan: The Cumberland County Hazard Mitigation Plan (HMP) identifies the County's vulnerability to natural disasters. Where the HMP identifies known and likely natural hazards, and the municipalities' plans to mitigate them, this Pre-Disaster Recovery Plan is the framework for how the County will recover from those disasters. The HMP informs the Recovery plan and vice-versa.

Response Plans: Response activities can influence recovery activities, which necessitates the need for a structure to consider and incorporate recovery implications during the early phases of incident management. Cumberland County Emergency Management Agency (CCEMA) encourages the early integration of recovery considerations into the response phase of operations.

The **Cumberland County Emergency Operations Plan** (EOP) may be activated prior to or concurrent with activation of this plan. The County EOP addresses roles, responsibilities and organizational structures during the response phase of a disaster. The EOP consists of Emergency Support Functions (ESF), which mirror the RSFs of this plan. Municipal or State level Response plans may be activated in addition to the County EOP.

County Continuity of Operations Plan (COOP): COOP is a planning effort to ensure that essential governmental functions continue to be performed during a disaster until normal operations can be resumed. The Disaster Recovery Plan supports the COOP plan by bringing focus to broad community recovery concerns which are outside its scope.

Departmental Plans: Many County or municipal departments/agencies have plans or standard operating procedures (SOPs) that may be enacted during response or recovery. These are expected to be implemented with and/or in support of the activities described here.

Other County Plans: The County and its partners has various strategic, capital-projects, land use, and other plans in place. These plans can inform future visions of disaster-affected areas in the long-term.

SITUATION AND ASSUMPTIONS

Cumberland County is subject to a wide range of hazards that could result in disaster. These hazards broadly fall into the natural, technological and human-caused categories. Natural Hazards are the most prevalent in the County and include things like winter storms, hurricanes and tornados. Human-caused incidents are the result of an intentional act of violence or terrorism from a criminal or extremist element. Technological hazards are the result of a failure in a human built system or structure like a dam-break or a hazardous materials release.

The 2022 Cumberland County Hazard Mitigation Plan lists the highest prevalence hazards as:

- 1. Severe Winter Weather
- 2. Severe Summer Weather
- 3. Flooding
- 4. Hurricane
- 5. Erosion/Coastal Flooding
- 6. Disease Outbreak.

As comprehensive as Cumberland County's planning efforts are, there are always unknown or unrecognized hazards. To avoid planning paralysis, this plan makes assumptions to focus recovery efforts around common or expected issues. By their nature, these assumptions limit the range of problems anticipated and actions planned.

- The principles found in the National Incident Management System (NIMS) will be utilized in the implementation of this plan.
- A disaster can impact Cumberland County with or without warning. These events may quickly escalate beyond the ability of any single, municipal resource to handle.
- Activation of this plan assumes a catastrophic incident has occurred.
- Disasters vary by magnitude, duration, onset, distribution, area affected, frequency and likelihood.
- The impacts from disasters could include, but are not limited to: casualties, property loss, disruption
 of normal life support systems, loss of emergency response capability, and damage to regional,
 economic, physical, and social infrastructures. FEMA's Community Lifelines provide a clear
 framework to help understand these impacts.
- Disaster impacts may extend beyond county boundaries into many areas of the state/region.
- Disasters may have psychosocial impacts on the affected population as well as responders and those involved in long-term recovery.
- Disasters impact people and communities differently. Every disaster occurs within a unique context based on a community's geographic, demographic, political, historical, cultural, and environmental characteristics. Because of this, recovery efforts may look different across differing communities.
- Disaster relief from outside the County may take days or even weeks to arrive.
 - With just-in-time inventories, many businesses will not be able to supply basic necessities and there will be shortages.

- Many resources critical to the recovery process will be scarce and competition to obtain such resources will be significant.
- Although State and/or Federal assistance may be requested, all disaster recovery situations are driven locally.
- The Cumberland County Emergency Operations Center (EOC) may be activated prior to this plan
 being implemented and will be staffed as dictated by the scope of the response effort. Local EOC's
 may similarly be opened.
- Organizations tasked in this document are aware of their responsibilities and will fulfill these requirements including; staffing, equipment, supplies, and skills, according to their own policies and procedures.

CONCEPT OF OPERATIONS

GOVERNANCE AND COMMAND

The National Disaster Recovery Framework (NDRF) strongly recommends that municipal governments appoint a Local Disaster Recovery Manager (LDRM) tasked with managing and coordinating community repair and redevelopment. The LDRM is the final decision maker regarding all offers of support from state and federal representatives. This appointment is best done before disaster strikes as part of the planning process. In a disaster, the MEMA Director can request through county EMAs that communities in the impacted area, appoint a LDRM as the single point of contact. Local communities do not need to wait for this request to appoint an LDRM.

The Cumberland County equivalent to this position is the County Recovery Manager (CRM), a position appointed by the County Manager to liaise with and coordinate the efforts of Local Disaster Recovery Managers in the event of a County-wide disaster. The County Recovery Manager is responsible for developing a recovery strategy and creating a command structure to implement that strategy. The CRM is responsible for directing the Recovery Coordination Center if one is established. They will have the authority to activate other County resources as needed to support their goals.

This individual may have to be solely dedicated to the recovery effort and might be unable to perform duties related to his/her permanent job until released from this role.

Although the roles between Municipal and County can differ, the CRM or his/her designee may serve as an LDRM if the affected communities agree with Cumberland County to do so. The Cumberland County Emergency Management Agency is the first point of contact for any such requests. If this occurs, the CRM is authorized to liaise directly with the State Disaster Recovery Manager and the Federal Disaster Recovery Coordinator on behalf of the Municipality.

Cumberland County utilizes the use of Recovery Support Function (RSF) working groups to address specific recovery areas. RSF's are a management structure for achieving the goals of the disaster recovery process. RSF's can exist at a local level, be shared between local and County levels or can be

organized/coordinated by the County Recovery Manager in the event of a disaster impacting multiple communities.

The CRM, support staff and RSF working group staff will be filled by an individual(s) that has the right subject matter expertise, knowledge, skill-set and experience at that time.

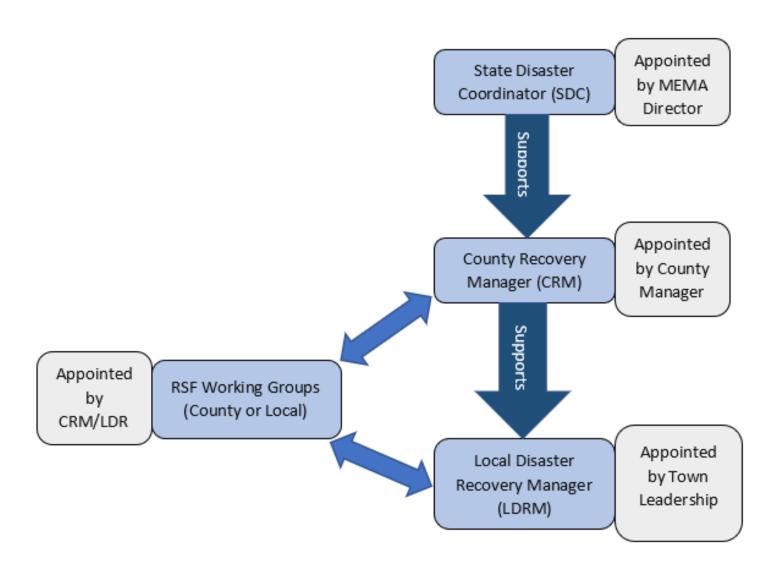


Figure 1: State-County-Local Relationship

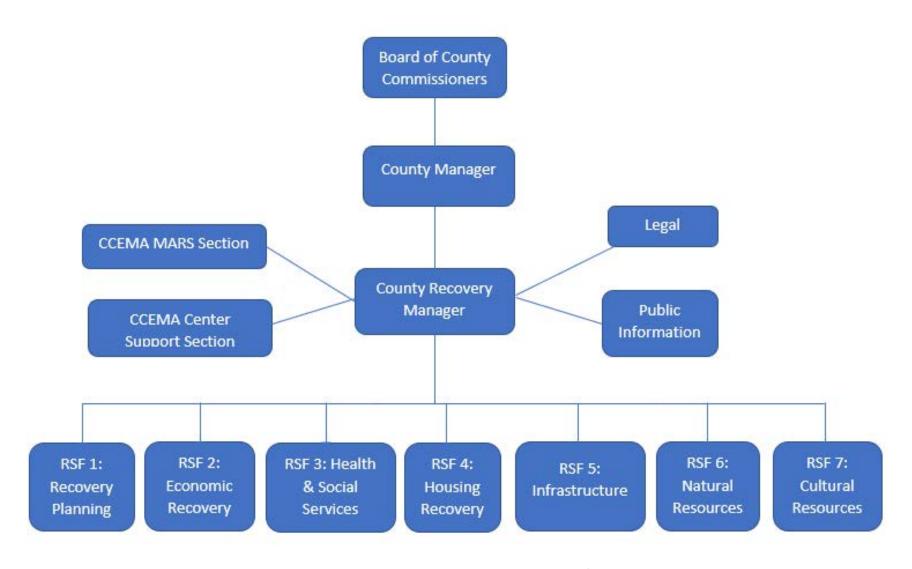


Figure 2: Command Structure with all RSF's

THE RECOVERY TIMELINE

The recovery process is a sequence of interdependent and often concurrent activities that advance a community towards a successful recovery. As disaster response operations wind down, recovery becomes more important. For purposes of this plan, recovery is broken into short-term and long- term recovery.

Recovery Timeline Short Term Long Term Incident Recovery Recovery Occurs Response **Public Information** Finance & Cost Recovery Accounting Road 8 **Debris Management** Bridge FEMA's Public Assistance Program Expense Tracking Disaster Assistance/Recovery Centers Building Safety, Planning & Zoning Public Information Behavioral Health **Human Services/Unmet Needs** Public Health First GIS Response Schools Donations & Volunteer Coordination Public Infrastructure Rebuilding **Emergency Debris Removal Fatalities** Damage Assessment Measured in days, weeks to months Measured in weeks, months to years

Figure 3: Typical Tasks Across the Recovery Timeline

During a disaster, County and/or Local Emergency Operations Centers (EOC) may be operational. These EOC's manage the transition from short to long-term recovery. More specifically, the Planning Section Chief is responsible for this transition, and may activate a Recovery Branch if needed. This is consistent with the strategies found within the National Response Framework (NRF).

Whenever possible, the Incident Commander or EOC Manager positions will not fill the role of County Recovery Manager concurrently. However, it is expected that these roles will work closely to ensure an orderly 'passing' of the incident through the recovery timeline.

PRIORITIES AND ELEMENTS OF RECOVERY

Short-term recovery operations begin shortly after the incident begins and may go on for several weeks. They are typically managed through the Emergency Support Function (ESF) however they can also exist through Recovery Support Functions (RSF's) if the Recovery Plan is activated early in a disaster.

Long-term recovery issues can stretch for months or even years and are always managed through the Recovery Support Function (RSF) planning structure. It is possible for both ESF and RSF functions to overlap for a period. If this happens, the leaders of the respective groups work together to ensure coordinated efforts and a smooth transition from ESF to RSF.

The below table shows the priorities in each recovery period and operational areas typically associated with those priorities. These priorities are not listed in any particular order and it is expected that many or all priorities will need to be balanced concurrently.

| | Recovery | Priorities | | |
|---|--|---|--|--|
| Short-Term (m | ay be ESF or RSF Structure) | Long-Term (RSF Structure) | | |
| Priority | Operation | Priority | Operation | |
| Address life safety concerns as critical community functions | Public Information Physical Security Disaster Site Access Control Search and Rescue | Redeveloping and revitalizing damaged areas | Sustainability/accessibility/resilience activitiesEnvironment preservationHousing | |
| Ensure public safety/security as a critical community function | Public Information Restore Fire/Police/ Dispatch capability | Rebuilding social, economic and educational systems | Integration of systems into overall planning | |
| Support basic health and essential social/human service needs as vital resources | Behavioral Health Services Case Management Restore essential health services Disaster Assistance Centers Donation Management Mass Care | Addressing recovery needs across sectors of the economy and community | Regulations/policies review Supply chain sustainability Sourcing vital resources and alternative facilities Long-term restoration of permanent Infrastructure | |
| Restore essential infrastructure to include electrical power, water, sewer, communications, aviation, ports, roads and railways | Debris Clearing/Management Utility restoration coordination | Implementing permanent housing strategies | Regulatory processes Equity protections Local contractor inclusion Materials supply chain | |
| Maintain basic economic stability based on critical needs | Support critical services such as pharmacies, grocery stores, gas stations, banking and others. | Implementing mitigation projects and strategies | FundingInclusion of mitigation in comprehensive planning | |
| Maintain Governmental Services as needed for critical community programs, services and functions | Planning for Long Term Recovery Maintain/restore coordination with State/Federal partners Shift impacted governmental agencies into continuity footing oported or led at the County level (in the | | | |

Table I: Recovery Priorities

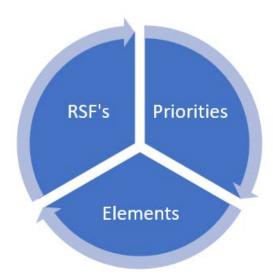
Further information can be found in the RSF Annex'

To operationalize the priorities above, CCEMA looks at five elements.

| Critical Functions | A service that must continue at a sufficient level uninterrupted or restart |
|---------------------------|--|
| | rapidly after a disruption. |
| Services & | Work or activities performed within Cumberland County that benefit the |
| Programs | community or is intended to help residents beyond those normally provided |
| | by market forces or for-profit businesses. |
| Vital Resources | Assets necessary to fulfill the critical functions and offer services & programs. |
| Facilities | Physical buildings or sites that are needed for critical functions, services and |
| | programs. |
| Infrastructure | the basic physical structures and public works, not including facilities, that are |
| | needed to maintain critical functions, services & programs. |

Some of these elements may be managed by Cumberland County, while others are performed/managed by Cities/Towns, State or Federal entities, private companies and/or non-profit organizations.

Elements, Priorities and RSF's are similar but fill distinct roles. Priorities are the goals of recovery. Elements are the operational considerations needed to achieve those goals. RSF's are the organizational structure that manages recovery intentionally towards the priorities. These three pieces, although distinct, are mutually reinforcing. When viewed in these terms, we see the landscape of players and tasks involved in recovery.



The Priorities of Recovery (and their constituent elements) are the responsibility of specific RSF task groups. If a task group is not stood up to manage that priority, responsibility for it falls to the County Recovery Manager (in the event of a County-coordinated disaster) or Local Disaster Recovery Manager.

| Recovery Priority Assignments | | | | | |
|--|--------------|---------------------------|--|---------------|--|
| Short-Term (may be ESF | or RSF Struc | Long-Term (RSF Structure) | | | |
| Priority | RSF | ESF | Priority | RSF | |
| Address life safety concerns as critical community functions. | NA | <u>4</u> | Redeveloping and revitalizing damaged areas. | <u>1</u> ,4 | |
| Ensure public safety/security as a critical community function. | NA | <u>1</u> 3 | Rebuilding social, economic and educational systems. | <u>2</u> ,3,6 | |
| Support basic health and essential social/human service needs as vital resources. | <u>3</u> ,7 | <u>8</u> ,4 | Addressing recovery needs across sectors of the economy and community. | <u>2</u> | |
| Restore essential infrastructure to include electrical power, water, sewer, communications, aviation, ports, roads and railways. | <u>5</u> | 12,1,3 | Implementing permanent housing strategies. | <u>4</u> ,7 | |
| Maintain basic economic stability based on critical needs. | <u>2</u> | NA | Implementing mitigation projects and strategies. | <u>1</u> ,4,6 | |
| Maintain Governmental Services as needed for critical community programs, services and functions. | <u>1</u> | NA | | | |
| *Lead RSF's are underlined | | | | | |

Table 2: Assignment of Priorities

LOGISTICS AND RESOURCE SUPPORT

The Governance and Command Section outlines key positions needed to implement this plan. The staffing of a recovery organization will depend on the size/scope of the incident. While the roles and responsibilities put forth in this plan represent a full deployment of CCEMA/County resources, not all of the functions may be necessary for each recovery operation and are scalable. Only positions that are needed will be filled and activated. The scale, structure and staffing of a recovery operation may change, expand or contract over the recovery timeline.

Short-term recovery resource needs are supported by the County EOC's Mission and Resource Support (MARS) Section, which provides logistical support.

During long-term recovery operations, the MARS section is a resource for supporting logistical and resource needs for external (non-County led or shared) efforts. This could include things like long-term

staging areas or storage, donations and volunteer management, and Disaster Recovery Centers/Business Recovery Centers.

The opening of a Recovery Coordination Center is a County-led effort and is collocated with the County EOC at 27 Northport Drive, Portland. Logistical needs for standing up a Recovery Coordination Center would be performed by the EOC's Center Support section. The Center Support Sections focus is in maintain the Recovery Coordination Center for use by the RSF's. County Departments may provide subject-matter expertise to assist the Center Support Section. The County Finance Department can fulfill a Finance Unit role. County Facilities Department fills the Facilities Unit Role. The Information Technology Department fills the IT Unit role. This structure is a duplication of the Center Support Section used in the EOC. A single Center Support Unit could support both the EOC and the Recovery Coordination Center in the event of overlapping disasters as they share a single facility.

FACILITIES

Emergency Operations Center:

- <u>Local</u>: Municipal EOC's are the initial sites activated to support emergency response and short-term recovery.
- <u>County</u>: The Cumberland County EOC is a central facility in Windham that can activate to support the coordination, decision-making, resource allocation and information sharing needs of a large incident. The County EOC's role is one of support and coordination. This EOC will operate until an incident is stabilized and life-safety concerns are mitigated.
- <u>State</u>: The State Emergency Operations Center is a central facility in Augusta, which provides interagency coordination and information sharing across Counties and with Federal partners.

Disaster Recovery Center: Disaster Recovery Centers (DRC), also known as Multi-Agency Resource Centers (MARC), are the mechanism for delivering assistance to disaster survivors. It is a readily accessible facility where disaster survivors can meet face-to-face with representatives of federal, state, county, local, and volunteer agencies. CCEMA intends to utilize space at the County building on Northport Drive in Portland for this. Although this is the same site as the County EOC and RCC, the Northport facility has space for both to exist while sharing separate footprints. Alternate sites for a DRC include St. Joseph's College in Windham or Southern Maine Community College in South Portland. The specific site for a DRC will be determined during the transition from Response-> Recovery based on the incident needs.

Business Recovery Center: Business Recovery Centers, stood up by the Small Business Administration (SBA), provide key financial and counseling services to businesses impacted by disaster, including information on SBA Disaster Loans. The State may open one or more Business Recovery Centers to receive requests for recovery assistance from businesses, organizations, or other entities such as public and private universities and healthcare facilities. This may be co-located with the DRC.

Recovery Coordination Center: A Recovery Coordination Center may be established during the response phase to begin planning for the recovery process, support damage assessment, ensure documentation of disaster-related operations and expenditures, and provide for coordination with MEMA on recovery programs issues and implementation. The County's predesignated Recovery Coordination Center is collocated with its EOC at 27 Northport Drive, Portland.

PLAN ACTIVATION AND IMPLEMENTATION

This Plan is activated by the County EMA Director in consultation with the County Manager. This plan can be activated in the event that a disaster impacts multiple municipalities or the entire County. Elements of this plan can also be activated in smaller disasters if County coordination would improve local recovery efforts.

In deciding to activate this plan, the following criteria will be considered:

- The situation is expected to persist for an extended period of time.
- The demand for normal and emergency services on County/Local and/or nongovernmental entities exceeds the capability.
- Elements specific to an RSF have been damaged to such a degree that rapid recovery Is not possible.
- The State intends to ask the Governor to declare a "state of emergency" and request the President declare an emergency or disaster under the Robert T. Stafford Relief and Emergency Assistance Act (Public Law 93-388).

Once the Disaster Recovery Plan is activated, The County Manager may appoint a County Recovery Manager. The CRM may activate any or all support positions and RSF working groups to coordinate the County's return to its pre-disaster condition or to its "new normal". This appointment is temporary and the CRM is not a permanent position or appointment. Upon appointment, the CRM will have a set term defined by the County Manager. This term may be renewed or extended by The County Manager at their discretion.

For municipalities that have adopted this plan, the local EMA Director, in consultation with City/Town leadership may activate the plan, or parts of it, to guide local recovery efforts.

This plan may be activated during the response phase of a disaster as well as either the short-term or long-term phase of the recovery process.

This plan may be activated with or without a Presidential Disaster Declaration.

The decision to activate the overall transition from response to recovery will be made independently from the decision to transition a particular element of the EOC from response to recovery.

The transition from response to recovery may be gradual and involve multiple, small steps. This process takes place primarily during the short-term recovery phase. Despite this, there will be a formal moment

of handing over responsibility of an incident from the EOC Incident Commander to the Recovery Manager.

| | Response | Short Term Recovery | Long Term |
|-----------------------|---------------------------|------------------------------|---------------------|
| | | | Recovery |
| Controlling Plan | Cumberland County | Transition | Cumberland County |
| | Emergency Operations Plan | | Pre-disaster |
| | (2019) | | Recovery Plan |
| | | | (2023) |
| Coordination Location | EOC | EOC deactivates or | Recovery |
| | | transitions to virtual; | Coordination Center |
| | | Recovery Coordination | |
| | | Center Activates | |
| Commander | EOC Incident Commander | EOC Incident Commander | Recovery Manager |
| | | transitions to Recovery | |
| | | Manager | |
| Support Functions | ESF's activated | ESFs deactivated or | RSFs remain active |
| | | transitioned to RSFs or RSFs | as needed |
| | | activated on a function by | |
| | | function basis | |
| Recovery Planning | Activated as a Branch in | Transition | RSF 1 in Recovery |
| | Planning Section of EOC | | Coordination Center |

Table 3: Elements of a Transition

Implementation of the PDRP is largely a matter of management and coordination. Below are expected steps in this process. Although in a sequence, these steps should happen multiple times in a large recovery operation. This can lead to a scenario where the CRM is simultaneously doing all steps all the time however this should be avoided. Instead, these steps should be intentionally completed and tracked.

Assess the Situation

-Measure the extent of the damage/losses

-Estimate the physical, social, economic and environmental impact

Create Recovery Goals

Possible goals include:

-Develop working groups for each RSF
-Short and Long-term housing solutions
-Create timeline for critical infrastructure restoration
-Complete debris management process
-Host community listening sessions

Determine Objectives

Recovery goals should be broken down into specific, measurable, achievable, relevant and time-bound objectives. These objectives should be tasked out to the relevant RSF's.

Educate the Public

Many of the projects will need public input or need data from the public. It's important to keep the public informed about recovery activities, especially timelines they must act on.

Figure 4: Implementation Steps

DEACTIVATION/DEMOBILIZATION

Recovery staff and assets may be returned to normal operations at the discretion of the County Recovery Manager. This determination may be based on completion of objectives, the determination that those objectives no longer need this position to be achieved, or when local governmental and nongovernmental structures are recovered enough that it can reasonably be thought that a 'new normal' has been achieved.

Any incomplete goals will revert to a designated Lead Agency and/or be transferred (by incorporation) to non-disaster planning and implementation mechanisms.

Overall deactivation of the Recovery Coordination Center and dissolution of the CRM position will be at the discretion of the County Manager, advised by the CRM.

FUNDING:

Funding for post-disaster redevelopment projects is available both before and after a disaster occurs. There are numerous sources for governmental and non-governmental disaster relief programs and private donations that can support post disaster redevelopment. The County continually identifies as many potential resources, programs, and stakeholders as may be applicable for use in the post-disaster planning process.

While these funding streams can be a huge boon to recovery, they also can require significant effort to get. Proactive partnering with these funding organizations will provide Cumberland County staff with an understanding of the organization's policies, timelines, funding uses and restrictions, types of aid, and recipient and project eligibility. Through this partnership, the County seeks to leverage the freedom of the pre-disaster environment to benefit the County during the time-critical recovery environment.

Furthermore, the county recommends that each municipality review the pre-disaster funding programs and determine which programs are best suited to their needs (and thus where the municipality will direct their efforts). Such funds include but are not limited to State and Federal Resources/Grants, SBA loans, IA/PA) Pre-established Recovery Contracts, Disaster Unemployment Insurance Information, Cora Brown Fund, the Maine Long Term Recovery Board and Other Resources.

TRAINING AND EXERCISE

The process of training and exercises allows emergency management agencies to test their plans and capabilities and identify gaps to be improved upon. Activities listed below help to refine and improve a plan before a disaster occurs:

- Undertake regular activities to increase preparedness.
- Conduct regular reviews of recovery policy documents and ordinances.
- Test pre-disaster planning, preparation, and staff capabilities through recovery exercises.
- Conduct regular reviews of pre-disaster recovery plans, policy documents, and ordinances.

REFERENCES

Federal:

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707, 1974, PL 93-288.
- Disaster Mitigation Act of 2000, PL 106-390 as amended
- National Response Framework, 2019
- FEMA's Comprehensive Preparedness Guide (CPG 101) version 3 Developing and Maintaining Emergency Operations Plans, 2021
- National Disaster Recovery Framework, 2016
- American Planning Association Post-Disaster Recovery Guide for Planners 2021
- FEMA Public Assistance Program and Policy Guide (PAPPG)
- Post-Katrina Emergency Reform Act
- Pets Evacuation and Transportation Standards Act
- Sandy Recovery Improvement Act
- Disaster Relief Appropriations Act

State:

- Executive Order No. 2 FY 89/00, Civil Emergency Planning
- Executive Order No. 07 FY 06/07, an order designating The National Incident Management System
- Memorandum of Understanding between the State of Maine and the American National Red Cross
- Statewide Mutual Aid Agreement
- Maine Long Term Recovery Board Bylaws and Membership

GLOSSARY

County Recovery Manager – a person designated by the County Manager to coordinate recovery activities with communities and federal and state agencies.

Continuity of Operations Plan – documents how an organization will perform essential functions during an emergency or long-term disruption. It identifies critical functions, communications, alternate personnel, and alternate locations and provides the structure for the organization to continue to carry out its mission.

Emergency Operations Center - the hub for all coordination during an incident to facilitating and directing recovery/clean-up. An EOC should have clear and logical divisions of functions, such as command, operations, planning, logistics, finance, and public information.

Emergency Operations Plan details that the municipality will do during a disaster. It covers preparedness, response and short term planning elements, and uses an all-hazards approach.

ESFs -Emergency Support Functions are the fifteen functions most frequently used to provide Federal support to states and federal-to-federal support, both for declared disasters and emergencies under the Stafford Act as well as for non-Stafford Act incidents. These functions are Transportation; Communications; Public Works and Engineering; Firefighting; Information and Planning; Mass Care, Emergency Assistance, Temporary Housing, and Human Services; Logistics; Public Health and Medical Services; Search and Rescue; Oil and Hazardous Materials Response; Agriculture and Natural Resources; Energy; Public Safety and Security; Cross-Section Business and Infrastructure; External Affairs.

FEMA (Federal Emergency Management Agency) is the lead Federal agency in responding to and recovering from emergencies and disasters.

Long Term Recovery efforts may focus on reconstructing systems in the community and improving resilience. Focus is on rebuilding housing, economic recovery and repairing the educational, medical and social services vital to the community's health.

NIMS - The National Incident Management System provides stakeholders across the whole community with the shared vocabulary, systems and processes to successfully deliver the capabilities described in the National Preparedness System. NIMS defines operational systems that guide how personnel work together during incidents.

Pre-disaster recovery plans identify the tools, resources and governance communities may need in the aftermath of a future disaster to ensure a more comprehensive, effective and expedited recovery.

A **Post-Disaster Recovery Plan** is a guidance document that identifies and lays out policies, operational strategies, and roles and responsibilities to help guide the decisions and actions of community leaders relative to long-term recovery and redevelopment following a major or catastrophic disaster.

Presidential Disaster Declaration – The President can declare a major disaster for any natural or manmade event that has caused damage of such severity that it is beyond the combined capabilities of state and local governments to respond.

RSF Recovery Support Functions are the coordinating structure for key areas of recovery assistance. Their purpose is to support local governments by facilitating problem solving, improving access to resources, and fostering coordination among state, tribal, territorial and federal agencies, nongovernmental partners, and stakeholders. These functions are Economic, Community Assistance, Housing Recovery, Health and Social Services, Infrastructure Systems, Natural and Cultural Resources.

Note: The Cumberland County plan breaks down the last RSF, on the advice of focus group discussions, into separate Natural Resources and Cultural Resources for a total of seven RSFs.

Short Term Recovery - efforts typically focus on restoring operations and functions of government, infrastructure.

ACRONYMS

CCEMA - Cumberland County Emergency Management Agency

CDC - Centers for Disease Control

COOP – Continuity of Operations Plan

EOC – Emergency Operations Center

EOP – Emergency Operations Plan

ESF – Emergency Support Function

NGO – Non-Governmental Organization

NIMS – National Incident Management System

RSF – Recovery Support Function

LDRM- Local Disaster Recovery Manager

SDRC- State Disaster Recovery Coordinator

ANNEX A: RECOVERY SUPPORT FUNCTIONS

RSF I COMMUNITY RECOVERY PLANNING

Purpose:

To plan for, integrate and monitor disaster recovery programs. This RSF is tasked with developing a coordinating structure to include private, public and non-profit partners in addressing the recovery process. By including all partners, the Community Planning framework allows the community to establish recovery priorities, determine needed resources, and update and track that plan as the community recovers.

Organization

Lead Agencies:

Municipal team: including but not limited to, the Town Manager, Town Council, Municipal Recovery Manager (if appointed), Public Safety, Public Works, Economic Development Department, General Assistance, Planning Dept. lead, Health and Social Services, Historic Preservation, ADA Coordinator

County Recovery Manager

Support Agencies: Governmental

Cumberland County EMA

State Disaster Recovery Coordinator

Federal Disaster Recovery Coordinator

Support Agencies (Private/Non-profit)

United Way of Southern Maine

Southern Maine Agency on Aging/ Spectrum Generations

The Opportunity Alliance

American Red Cross

If needed, additional sub-groups of the Community Planning Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Partnership Development Group
- Community Engagement Group
- Data Assessment Group
- Others as needed

Activation:

This RSF will be activated when the recovery planning needs exceed the capability of the County Recovery Manager or when planning support is needed for local or State recovery efforts.

| Responsibilities | |
|------------------|---|
| Recovery Period | Objectives |
| Pre-Disaster | Provide information to local emergency agency directors about possible hazards and |
| | mitigation activities. |
| Pre-Disaster | Write a Pre-Disaster Recovery Plan specific to the municipality's needs and vision for the |
| | future. |
| Long-Term | Establish possible recovery priorities and develop strategies for achieving them. |
| Long-Term | Determine possible resource needs and develop relationships with multiple resource |
| | providers. |
| Short/Long-Term | Disseminate preparedness information through website, social media, outreach events, |
| | etc. |
| Long Term | Advocate with local EMA directors for updating building codes and zoning ordinances. |
| Pre-Disaster | Develop relationships with recovery partners on local and state levels. |
| Pre-Disaster | Establish partnerships with NGOs and define capabilities and roles in support of disaster |
| | recovery. |
| Pre-disaster | Test pre-disaster planning, preparation, and staff capabilities through recovery exercises. |
| Long-Term | Using whole community input, develop a post disaster recovery plan. |
| Long-Term | Using the Pre-Disaster plan as a guide, determine actual priorities and resource needs |
| | based on the specific disaster. |
| Long-Term | Get the appropriate approvals to put the plan into action. |
| Short/Long-Term | Act as a liaison to state and federal agencies as needed. |

| Indicators of Progress | |
|------------------------|--|
| Recovery Period | Indicator |
| Short/Long-Term | Public has been given clear situational awareness information in multiple formats and languages. |
| Long-Term | Public has been invited to contribute ideas and information concerning recovery objectives. |
| Long-Term | A recovery leadership team is developed in each affected municipality and is connected to other municipalities and County recovery partners. |
| Long term | Recovery objectives, developed using community input, are being implemented. |
| Long-Term | Whole community is actively engaged in recovery processes. |

RSF 2 ECONOMIC RECOVERY

Purpose:

The Economic Recovery Support Function (RSF) Branch is responsible for coordinating Cumberland County's public, private, and non-profit-sector efforts to sustain and/or rebuild businesses and employment, as well as develop economic opportunities that result in a sustainable and economically resilient county after large-scale and catastrophic incidents. The Economic RSF Branch will coordinate its efforts with those of the State of Maine and Federal agencies.

| Organization |
|---|
| Lead Agencies: |
| Cumberland County Recovery Manager and LDRM's |
| |
| Support Agencies: Governmental |
| Cumberland County Community Development Office (CDBG-DR grants) |
| Corporation for Community Service |
| MEMA/FEMA |
| US Economic Development Administration |
| Support Agencies (Private/Non-profit) |
| Banks and other financial institutions |
| Insurance companies |
| Greater Portland Council of Governments (GPCOG) |

If needed, additional sub-groups of the Economic Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Employment Recovery Group
- Business Restoration Recovery Group
- Business Retention and Recruitment Recovery Group
- Supply Chain Recovery Group
- Others as needed

To ensure scalability and flexibility in the mobilization of recovery operations, the Recovery Branch and subsequent sub-groups may be functionally or geographically subdivided at the discretion of the County Recovery Manager, as conditions dictate.

Activation:

This RSF will be activated when a disaster significantly disrupts the employment base of Cumberland County, the ability of the local economy to retain and recruit businesses and/or the ability to conduct normal economic operations. This RSF will only be activated if ongoing unmet or new needs exceed the community's normal capabilities, or require special coordination.

| | Responsibilities |
|-----------------|--|
| Time Period | Objectives |
| Long-Term | Communicate and promote the economic strength and recovery of the County. |
| Long-Term | Encourage the development of economic recovery priorities. |
| Pre-Disaster | Incentivize business and individual pre-disaster mitigation and preparedness |
| | activities. |
| Pre-Disaster | Encourages the establishment of disaster information networks for businesses |
| Short/Long-Term | Assist in identifying the impact of a disaster on the business sector. |
| Long-Term | Encourage the use of Business Recovery Centers to provide a central location for |
| | businesses to access information on insurance, financing, workforce and other |
| | sources of assistance. |

| Indicators of Progress | |
|------------------------|--|
| Recovery Period | Indicator |
| Short/Long | Businesses reopen. |
| Long-Term | Workforce development initiatives are in place; jobs are created and retained. |
| | Entrepreneurial and business development initiatives are in place. |
| Long-Term | Strategies for quickly adapting to changed market conditions, reopening |
| | businesses and/or establishing new businesses are in place. |
| Short/Long-Term | Private and public sector actors have information they need to make informed |
| | decisions about recovery. |

RSF 3 HEALTH AND SOCIAL SERVICES RECOVERY

Purpose:

The Health and Social Services Recovery Support Function (RSF) Branch is responsible for coordinating Cumberland County's public, private, and non-profit-sector efforts to sustain and/or rebuild services meant to serve the medical and mental health needs of the community. The Health and Social Services RSF Branch will coordinate its efforts with those of the State of Maine and Federal agencies.

| Organization | |
|---|--|
| Lead Agencies: | |
| County and Local Public Health | |
| | |
| Support Agencies: Governmental | |
| Cumberland County Recovery Manager | |
| US Department of Health and Human Services ASPR | |
| Maine Department of Health and Human Services | |
| Maine CDC | |
| Local public health departments and local health officers | |
| American Red Cross | |
| Department of Veterans' Affairs | |
| Support Agencies (Private/Non-profit) | |
| Accreditation organizations | |
| Transportation companies | |
| Springbrook Hospital | |

If needed, additional sub-groups of the Health and Social Services Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Hospital and Long-Term Care
- Specialty Practice Groups (primary care, dialysis, mental health, addiction treatment, etc.)
- Public Health
- Others as needed

Activation:

This RSF will be activated when a disaster significantly disrupts the health or social services/programs in the County. This could be due to the damage/destruction of a Health/Social facility or the incapacitation of health/service agencies due to staffing or financial losses.

| | Responsibilities |
|-----------------|---|
| Time Period | Objectives |
| Pre-Disaster | Work with health care organizations to exercise their mandated recovery plans. |
| Long-Term | Coordinate the restoration of health and mental health community services. |
| Long-Term | Work with local health entities such as hospitals, nursing homes, hospice care, |
| | medical practices, specialty practices (e.g., dialysis centers) to reestablish a |
| | sustainable medical care system for returning residents. |
| Short/Long-Term | Promote the dissemination of CDC public health social media messaging to provide |
| | accurate, appropriate and accessible information about current conditions and |
| | resources. |
| Short-Term | Provide logistical support for post disaster Medical Points of Dispensing if necessary. |
| Long-Term | Identify disaster-related and continuing social services needs that cannot be met with |
| | community resources due to the disaster (such as childcare, transportation, etc.) |
| Short/Long-Term | Coordinate with CDC on food and water safety issues. |

| Indicators of Progress | |
|------------------------|--|
| Recovery Period | Indicator |
| Short/Long Term | The capacity and resilience of essential health and social services to meet ongoing and emerging post-disaster community needs are restored. |
| Short/Long Term | Displaced populations are reconnected with essential health, mental health and social services. |
| Long-Term | Disaster related barriers to receiving health care are reduced and/or eliminated. |
| Long-Term | Facilities are rebuilt, repaired, retrofitted to provide adequate response to recovery needs. |

RSF 4 HOUSING RECOVERY

Purpose: To implement housing solutions that support the needs of the whole community and contribute to its sustainability and resilience. After a disaster, many years' worth of housing repair, rehabilitation, reconstruction and new construction often need to occur rapidly. Construction, labor, materials, logistics, inspection and financing issues must be managed in a coordinated way.

| Organization |
|---|
| Lead Agencies: |
| Municipal Recovery Managers |
| Cumberland County Recovery Manager |
| Support Agencies: Governmental |
| Cumberland County Community Development Office (CDBG grants) |
| MEMA/FEMA |
| USDA- Rural Development Agency |
| Maine Housing and Urban Development |
| U.S. Department of Housing and Urban Development |
| Local planning, building codes, zoning and land use personnel |
| Support Agencies (Private/Non-profit) |
| Community Housing of Maine (CHOM) |
| The Opportunity Alliance |
| Genesis Fund |
| Avesta Housing |
| Insurance Companies |

If needed, additional sub-groups of the Housing Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Building codes/zoning
- Rental/realtors
- Low income/accessible housing
- Housing development planning

Activation:

This RSF will be activated when a natural or technological disaster severely impacts the Communities ability to house its citizens. In practice, this means that the housing supply in the County has been significantly rendered unlivable.

| Responsibilities | |
|------------------|---|
| Time Period | Objectives |
| Long-Term | Work with local communities to identify strategies and options that address a |
| | broad range of disaster housing issues such as those dealing with planning, |
| | zoning, and building codes. |
| Pre-Disaster | Work with housing experts to develop and maintain working relationships before |
| | a disaster. |
| Long-Term | Share interagency knowledge and expertise with State-led housing task forces to |
| | address disaster housing issues. |
| Short/Long-Term | Support outreach efforts to connect vulnerable or underserved individuals to |
| | available services. |

| Indicators of Recovery | |
|------------------------|---|
| Recovery Period | Indicator |
| Short/Long Term | All survivors have moved out of emergency sheltering into interim or permanent |
| | housing, and the housing needs of individuals and communities are being |
| | addressed with other temporary solutions. |
| Long-Term | Timely construction of housing that complies with local, State and national model |
| | building codes, including accessibility standards, is facilitated. |
| Long-Term | Timely rebuilding or repair of damaged homes is facilitated. |
| Long-Term | Residents return to the municipality and to affordable, safe, permanent housing. |

RSF 5 INFRASTRUCTURE

Purpose: To efficiently facilitate the restoration of infrastructure systems and services to support a viable, sustainable community and improves resilience to and protection from future hazards, as well as to provide information on mitigation opportunities that leverage innovative and green technologies.

| Organization |
|---|
| Lead Agencies: |
| Cumberland County Recovery Manager |
| Municipal Recovery Managers |
| |
| Support Agencies: Governmental |
| Municipalities that own public infrastructure such as water and wastewater facilities |
| Maine DOT |
| Utility owners |
| Maine Public Utilities Commission |
| Public transportation service providers |
| Cybersecurity and Infrastructure Security (CISA) |
| |
| Support Agencies (Private/Non-profit) |
| Private transportation providers |

If needed, additional sub-groups of the Infrastructure Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Water/wastewater treatment facilities
- Electric power facilities
- Communications facilities
- Transportation agencies
- Others as needed

Activation:

This RSF will be activated in response to significant disruptions to the Electrical, Natural Gas/Oil, Communications, Road, Rail, Port, Airport, or Cyber infrastructure in the County.

| Responsibilities | | | | | | | | |
|------------------|---|--|--|--|--|--|--|--|
| Time Period | Objectives | | | | | | | |
| Short/Long-Term | Identify critical facilities and ensure considerations are made to reduce risk. | | | | | | | |
| Long-Term | Promote the implementation of mitigation measures during repairs. | | | | | | | |
| Pre-Disaster | Identify and build relationships with key response partners, especially local utility providers. | | | | | | | |
| Long-Term | Include private sector infrastructure owners and operators and related service providers in planning at all levels. | | | | | | | |
| Short-Term | Identify potential recovery projects and begin data collection and application processes. | | | | | | | |

| Short-Term | Assist State and private agencies in conducting infrastructure damage and needs |
|------------|---|
| | assessments if requested. |

| | Indicators of Progress |
|-----------------|--|
| Recovery Period | Indicator |
| Short/Long Term | Restoration of infrastructure can support the community's needs |
| | (water/wastewater, power, communications, transportation, food.) |
| Long-Term | Increased resiliency, backup capabilities, and redundancy are built into rebuilt |
| | infrastructure systems. |

RSF 6 NATURAL RESOURCES

Purpose: To integrate assets and capabilities to help affected communities address long-term environmental resource recovery needs after large-scale and catastrophic incidents.

| Organization |
|--|
| Lead Agencies: |
| Municipal Recovery Manager |
| County Recovery Manager |
| |
| Support Agencies: Governmental |
| US Department of Agriculture Natural Resources Conservation Service |
| Department of Commerce - National Oceanic and Atmospheric Administration |
| USDA Emergency Forest Restoration Program |
| Maine Department of Environmental Protection |
| |
| Support Agencies (Private/Non-profit) |
| National Fish and Wildlife Foundation |
| Land Trusts |
| Casco Bay Estuary Partnership |
| Maine Lakes Association |

If needed, additional sub-groups of the Natural Resources Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Land Trusts
- River Preservation
- Coastal preservation
- · Others as needed

Activation:

This RSF will be activated when a disaster has severely damaged the ecology of the County including forests, agricultural lands, coastal and marine areas (including inland rivers and lakes) as well as specialized habitats such as salt marshes. This RSF can also be activated when the restoration of critical functions, services and programs from disaster is likely to impact this ecology.

| | Responsibilities | | | | | | | | | | |
|--------------|---|--|--|--|--|--|--|--|--|--|--|
| Time Period | Objectives | | | | | | | | | | |
| Pre-Disaster | Develop working relationships with natural resource groups. | | | | | | | | | | |
| Long-Term | Coordinate and facilitate the sharing and integration of impact data to help | | | | | | | | | | |
| | understand the recovery needs and support good decision making for Natural | | | | | | | | | | |
| | Resource recovery stakeholders. | | | | | | | | | | |
| Long-Term | Maintain robust and accessible communications throughout the recovery process | | | | | | | | | | |
| | among local governments and natural resource subject matter experts. | | | | | | | | | | |

| Long-Term | Encourage the Identification of potential recovery projects and data collection | Ī |
|-----------|---|---|
| | and application processes for grants. | |

| Indicators of Recovery | | | | | | | | | |
|------------------------|---|--|--|--|--|--|--|--|--|
| Recovery Period | Indicator | | | | | | | | |
| Short/Long | Immediate threats are contained and cascading effects are limited through | | | | | | | | |
| | preservation, conservation and rehabilitation efforts. | | | | | | | | |
| Long-Term | Strategies for environmental restoration of affected areas are set and in progress. | | | | | | | | |

RSF 7 CULTURAL RESOURCES

Purpose: To integrate assets and capabilities to help affected communities address long-term cultural resource recovery needs after large-scale and catastrophic incidents.

| Organization | | | | | | | | |
|--|--|--|--|--|--|--|--|--|
| Lead Agencies: | | | | | | | | |
| Municipal Recovery Manager | | | | | | | | |
| | | | | | | | | |
| Support Agencies: Governmental | | | | | | | | |
| Maine State Archives | | | | | | | | |
| Maine Historical Society | | | | | | | | |
| Maine Historical Preservation Commission | | | | | | | | |
| | | | | | | | | |
| Support Agencies (Private/Non-profit) | | | | | | | | |
| Town Historical Societies | | | | | | | | |
| Town Libraries | | | | | | | | |
| Private and Public Organizations | | | | | | | | |
| | | | | | | | | |

If needed, additional sub-groups of the Cultural Resources Group may be activated based upon the needs of the recovery process. These sub-groups may include:

- Art preservation
- Document/book preservation
- Historic Building preservation
- Others as needed

Activation:

This RSF will be activated when a disaster has had a severe negative impact on a site or resource of great cultural value. This can include objects or sites of artistic, historical or ethnic/religious value. This RSF can also be activated when the restoration of critical functions, services and programs from disaster is likely to impact cultural resources.

| | Responsibilities |
|-------------|---|
| Time Period | Objectives |
| Long-Term | Information gathering on preservation techniques. |
| Long-Term | Identification of funding for repairs to facilities and collections. |
| Long-Term | Disaster Recovery staff/volunteers is trained in recovery operations. |

| | Indicators of Progress |
|-----------------|---|
| Recovery Period | Indicator |
| Long-Term | Funding sources have been secured. |
| Long-Term | Organizations with cultural items have, or are in process of preservation. |
| Long-Term | Cultural and historical buildings are in process or have completed repairs. |

ANNEX B RESOURCES

RSF 1 Community Recovery Planning

National Disaster Recovery Framework 2nd edition) June 2016

Community Engagement Toolkit version 2.2 March 2017

https://www.collectiveimpactforum.org/resources/community-engagement-toolkit

American Planning Association Planning for Post-Disaster Recovery Briefing Papers 1: Public Engagement in Recovery Planning 2014

https://planning-org-uploaded-media.s3.amazonaws.com/document/post-disaster-paper-1-public-engagement.pdf

Pre-Disaster Recovery Planning Guide for Local Governments February 2017 FEMA pub FD008-03 https://www.fema.gov/sites/default/files/2020-07/pre-disaster-recovery-planning-guide-local-governments.pdf

Roadmap to Federal Resources for Disaster Recovery June 2022 FEMA

https://www.fema.gov/sites/default/files/documents/fema_roadmap-federal-resources-for-disaster-recovery.pdf

Achieving Equitable Recovery – A Post Disaster Guide for Local Officials (draft) January 2023 FEMA https://www.fema.gov/sites/default/files/documents/fema_achieving-equitable-recovery-a-post-disaster-guide-local-officials-draft.pdf

RSF 2: Economic Recovery

Roadmap to Federal Resources for Disaster Recovery June 2022 FEMA

https://www.fema.gov/sites/default/files/documents/fema_roadmap-federal-resources-for-disaster-recovery.pdf

Achieving Equitable Recovery – A Post Disaster Guide for Local Officials (draft) January 2023 FEMA https://www.fema.gov/sites/default/files/documents/fema_achieving-equitable-recovery-a-post-disaster-guide-local-officials-draft.pdf

RSF 3: Health and Social Services

Achieving Equitable Recovery – A Post Disaster Guide for Local Officials (draft) January 2023 FEMA https://www.fema.gov/sites/default/files/documents/fema_achieving-equitable-recovery-a-post-disaster-guide-local-officials-draft.pdf

Roadmap to Federal Resources for Disaster Recovery June 2022 FEMA

https://www.fema.gov/sites/default/files/documents/fema_roadmap-federal-resources-for-disaster-recovery.pdf

RSF 4: Housing

Achieving Equitable Recovery – A Post Disaster Guide for Local Officials (draft) January 2023 FEMA https://www.fema.gov/sites/default/files/documents/fema achieving-equitable-recovery-a-post-

disaster-guide-local-officials-draft.pdf

Roadmap to Federal Resources for Disaster Recovery June 2022 FEMA

https://www.fema.gov/sites/default/files/documents/fema_roadmap-federal-resources-for-disaster-recovery.pdf

National Housing Coalition: Disaster Housing Recovery Policy 2023

https://nlihc.org/explore-issues/projects-campaigns/disaster-housing-recovery/policy

US Department of Housing and Urban Development: Disaster Recovery for Communities

https://www.hud.gov/disaster_resources/disaster_recovery_communities

RSF 5: Infrastructure

Critical Infrastructure and Key Resources Support Annex FEMA

https://www.fema.gov/pdf/emergency/nrf/nrf-support-cikr.pdf

FEMA National Disaster Recovery Framework: Infrastructure Systems Recovery Support Function

https://www.fema.gov/sites/default/files/2020-06/rsf infrastructure systems.pdf

RFS 6: Natural Resources

FEMA Environmental and Historic Preservation

https://www.fema.gov/emergency-managers/practitioners/environmental-historic

FEMA National Disaster Recovery Framework: Natural & Cultural Resources Recovery Support Function

https://www.fema.gov/sites/default/files/2020-06/rsf_natural_cultural.pdf

RSF 7: Cultural Resources

Maine Historic Preservation Commission

https://www.maine.gov/mhpc/programs/protection-and-community-resources

FEMA National Disaster Recovery Framework: Natural & Cultural Resources Recovery Support Function

https://www.fema.gov/sites/default/files/2020-06/rsf_natural_cultural.pdf

Maine Arts Commission https://mainearts.maine.gov/



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 23-101 Agenda Date: 11/13/2023 Agenda #:

Agenda Item Request:

Authorization for the County Manager to award a bid for the Cross Insurance Arena Exterior LED Marquee and enter into a contract with ANC Sports Enterprises, LLC using ARPA funds in amount of \$179,512.00.

Background and Purpose of Request:

Requestor: Mike LoConte, GM, Cross Insurance Arena

This memorandum is respectfully submitted to the Commissioners of Cumberland County requesting an award of bid to ANC for the acquisition of a new Exterior LED Marquee for the Cross Insurance Arena. The scope of work includes a turnkey solution that includes the design, manufacture, installation, and maintenance of the marquee.

Presentation:

Funding Amount and Source: ARPA Funding for \$197,512 Effective Date if Applicable:



MEMORANDUM

TO: James H. Gailey, CMM, County Manager

FROM: Mike LoConte, GM, Cross Insurance Arena

DATE: Tuesday - October 31, 2023

RE: Exterior LED Marquee Bid Recommendation

This memorandum is respectfully submitted to the Commissioners of Cumberland County requesting an award of bid to ANC for the acquisition of a new Exterior LED Marquee for the Cross Insurance Arena.

The bid process was launched on August 1, 2023 when a public notice was circulated in the Portland Press Herald and posted to the County's and Arena's websites. Of the (6) six respondents who requested a full version of the bid, we received responses from two (2) qualified vendors, being:

- ANC
- Metropolitan Interactive

Both vendors accommodated our bid request and filled out the federally required provisions pursuant to the American Rescue Plan Act (ARPA). The arena worked closely with the County Compliance & Audit Manager to ensure the mandated ARPA compliance was being fulfilled.

The main purpose of exterior signage is to advertise upcoming events to attract new customers, increase/promote brand awareness and broadcast emergency notifications impacting Cumberland County, the City of Portland and the Cross Insurance Arena. Prior to renovations in 2014 the Cumberland County Civic Center had a marquee on the Spring Street side of the facility. During renovations, the arena was approved for an exterior sign by the City of Portland. This project is the culmination of a coordinated effort between the arena, County and City to cross the finish line from what was started almost a decade ago.

SOME SIGNAGE CRITERIA REVIEWED

<u>Size and Placement</u>: The respondents needed to determine the size of the LED sign based on the viewing distance and the available space in the designated arena in the



SE Lobby glass window sections above the existing Cross Insurance sign (the entrance on the corner of Spring Street and Center Street).

<u>Pixel Pitch</u>: The pixel pitch (distance between individual pixels) affects the resolution and image quality. Smaller pixel pitch provides higher resolution, but it's also more expensive. We wanted to award the bid to the best pixel pitch that balances image quality with our budget and viewing distances.

<u>Brightness</u>: The respondents are required to ensure the LED sign is bright enough to be visible under various outdoor lighting conditions. The signage must also be able to work with the guidelines mandated by the City of Portland in order to fulfill the permit process.

<u>Content Management System</u>: We also considered the ease of content management and graphics publication to the LED board. A user-friendly content management system (CMS) is crucial for displaying real-time information, advertisements, and other event-related content.

<u>Connectivity</u>: The LED sign must connect to various sources, including computers, media players, and/or cameras. This versatility allows to display a wide range of content and graphics.

<u>Durability</u>: The LED sign should be built to withstand the rigors of a Portland Maine's environment, including temperature fluctuations, rain, snow and potential physical impacts. Must be have applicable standards for weatherproofed and ruggedized options.

<u>Service and Maintenance</u>: The vendor is required to offer maintenance and support services. LED signs can require ongoing maintenance, so it's essential to have a reliable partner for repairs and updates.

<u>Energy Efficiency</u>: Signage must maintain energy-efficient LED technology to reduce operational costs. LED signs with energy-saving features like automatic dimming and sleep modes can help cut down on electricity expenses.

<u>Warranty</u>: The arena needs to ensure that the LED sign comes with a comprehensive warranty that covers manufacturing defects and any unexpected issues.

<u>Content Creation</u>: Vendor must provide a solution for creating and managing content for the LED sign. This includes graphic design, video production, and scheduling of content.



The bid respondents must significantly impact the success, performance, and longevity of the LED sign installation. The major factors that were reviewed to determine the best solution for the Cross Insurance Arena were:

<u>Quality Assurance</u>: The vendor recommended must be able to provide high-quality LED signs and installations, ensuring that our arena's LED display meets industry standards and performs optimally.

<u>Warranty and Support</u>: The winning vendor is required to include comprehensive warranties for their products and installations, providing peace of mind in case of unexpected issues or defects.

<u>Vendor Reputation</u>: The chosen vendor must have a positive reputation and be able to deliver on their promises and provide excellent customer service.

<u>Cost-Efficiency</u>: While the initial cost of working with the best vendor may be higher than its competitors, it will result in long-term cost savings. High-quality installations are less likely to experience frequent breakdowns and costly repairs.

<u>Reduced Downtime</u>: The vendor chosen is able to minimize downtime during installation and maintenance, ensuring that the LED sign is operational for events and promotions.

<u>Timely Delivery</u>: The vendor should have the resources and capacity to deliver and install the LED sign on schedule. This is essential for arena events and promotions.

<u>Customer Support</u>: Excellent customer support is required. Vendor must be responsive to inquiries, provide training, and offer ongoing assistance as needed.



SUMMARY

- ANC offers the best visual display than its competitor (6MM)
- ANC's cabinet size is larger than the closest competitor
- ANC's recommendations and references are excellent
- ANC is our current scoreboard and ribbon board vendor; project management will be seamless
- Our team has worked with ANC since 2017 and has can attest to their superior customer service and products
- ANC is 12% more, however they surpass the competitor in the critical categories above

Recommend Award of Bid in the amount of \$179,512 to ANC Sports Enterprises LLC of Purchase, NY for the Cross Insurance Arena LED Marquee Sign.



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VISUALIZATION RENDER



August 18, 2023

PROJECT: Cross Insurance Arena - LED Exterior Marquee RFP

TO: Mike LoConte – GM - Michael.LoConte@oakviewgroup.com

Dear Project Team,

anc

Enclosed for your review is the submittal for the Cross Insurance Arena LED Exterior Marquee RFP. I hope you find our proposal to be the best suited for the Arena and the City of Portland. ANC is looking forward to extending our long-term relationship with the Arena that will result in unmatched technology and service for Cross Insurance Arena.

Please find the following business points to assist in your review of our proposal:

- ANC is the exclusive distributor and service partner of Lighthouse Displays in North America. The LED products we have proposed meet the latest professional venue specifications.
 - O ANC has included a comprehensive parts and labor package as part of this RFP to ensure the highest performance for your technology system. This includes 2-year parts & labor warranty.
- Regarding the Content Management System, ANC has provided our <u>LiveSync CMS</u> as part of the base bid. ANC
 has worked to development the platform into one of the leading CMS in the sports marketplace. We look forward to
 demonstrating the system to the broadcast team in the near future, however, should the Arena like to procure a
 system of their choice elsewhere, ANC will provide a deduct to our bid for the cost of LiveSync.
- Despite the uncertainties and market conditions with the electronics industry, ANC and Lighthouse have worked together to avoid manufacturing delays, while meeting all ex-factory dates on every project schedule to date. We have confirmed factory capacity and are able to provide and install all of the LED options.
- ANC vetted numerous contractors on multiple trades, from both local and national contractors. Based on the scope and pricing, we have selected the below contractor that we would utilize to complete the project.
 - o LED Manufacturer: ANC/Lighthouse
 - o LED Installer: RWA
 - o LED Control System Provider & Integrator: ANC LiveSync
- ANC has provided graphic design services for the first year at no cost to the Arena. These services are provided by
 ANC employees within our ANC Studios division at our Purchase, New York office. These services can include stat
 templates, player headshots, and team/game animations. The value of this package is \$75,000.
- ANC confirms receipt of all addendums. We have also reviewed the sample contract and confirm the sample contract contains no information that would prevent ANC from executing the contract as is.

Thank you again for the opportunity to submit this proposal. The hope is that as you review our proposal you will understand our project approach and the value we bring to the Cross Insurance Arena and the City of Portland. If you have any questions regarding our pricing or proposal, please feel free to reach out to me.

Sincerely

Jireh Billings, Jr.

Jbillings@anc.com

(802) 299-5689

Cc:

Matt Hobbs, Project Estimation

www/anc/com August 18, 2023

COMPANY BACKGROUND

THE FUTURE OF BRANDED ENTERTAINMENT

As a leader and innovator, ANC specializes in designing and installing audiovisual technology systems for high-profile sports arenas, iconic transit hubs, commercial destinations, retail locations, and major entertainment venues nationwide.

Since 1998, ANC has maintained a network of Manufacturer Partners to ensure our clients the best selection of proven performance, reliability, and extensive product variety. Working collaboratively with manufacturers, factories, architects, engineers, and general contractors, we successfully bring our client's vision to reality on time and on budget.

Our diversified suite of cohesive supporting services provides the ideal blend of corresponding multi-media advertising solutions, deep technical integration expertise, breakthrough control software, flawless support and operational execution to offer our partners a **trusted single-source solution**.







COMPANY **HIGHLIGHTS**

With over 50+ years of combined experience across venue services, ANC builds custom solutions that endure. We create partnerships that ensure our client's success for years to come.

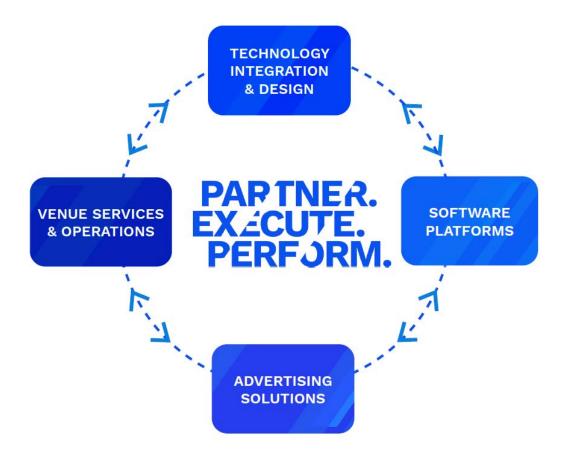


- Headquarted in Purchase, NY, Westchester County
- Offices in New York City and D.C.
- Next-Day Parts & Repairs Facility near Dallas, TX
- Expert Operation & Support Technicians Nationwide
- Global Product & Manufacturer Facility Partners



OUR TURNKEY BUSINESS MODEL

Delivering a cohesive blend of corresponding venue service divisions



TECHNOLOGY DESIGN & INTEGRATION

- Standard & custom large-format LED Technology & Digital Media Systems
- Design & Consultations
- 3D Models & Fly-through Rendering Visualizations
- ExpertInstallation&ProjectManagement Teams

ADVERTISING SOLUTIONS

- Strategic Multi-Media Solutions, High Impact, TV-visible Advertising Campaign **Placements**
- Agency of Record for Premier Brands
- Professional and Collegiate Partnerships: more

VENUE SERVICES & OPERATIONS

- On-site Maintenance
- Preventative Maintenance
- Game-day and Live Event Support and Operations
- Parts Repairs Services
- **ANC Studios Content**
- Dedicated Client Service Representation & Scheduling

SOFTWARE PLATFORMS

- Agnostic Software Integration Approach
- LiveSyncControlSoftwaretosynchronize and drive all the technologies within your live and scheduled display networks with ease
- MLB, NBA, NFL, MLS, NHL, NCAA and 24/7/365 Content Scheduling & Live Content Take-Overs

TECHNOLOGY DIVISION

ANC has a history of relationships and successful deployments with multiple proven manufacturers across video displays, broadcast systems, sound, and lighting hardwares, allowing us to choose the best solutions for each individual project objectives, period,

TECHNOLOGY APPLICATIONS

- LED Display Systems
- LCD Display Systems
- Digital Kiosks
- Content Management Systems
- IPTV Systems
- Broadcast & Video Production
- Audio Systems

- Indoor & Outdoor Scoreboards
- Digital Media Glass
- · Courtside Tables & Stanchions
- Scoring & Timing Systems
- Lighting Systems
- 3D Projection
- Interactive Technology and more...



CORNERSTONE TECHNOLOGY PARTNERSHIPS:





VENUE SERVICES DIVISION

ANC is not a set-it-and-forget-it installer or manufacturer - We are a long-term partner committed to your success through ongoing and cohesive venue support services.

Our diversified offering delivers the ideal blend of strategic solutions, innovative technologies, deep technical integration expertise, and flawless operational execution to offer our partners a trusted single-source solution for years to come.

COMPREHENSIVE SUPPORT:

- On-site Technicians
- Preventative Maintenance
- Game-day / Live Event Support
- Display Network Operations
- Parts Repairs Services & Warehouse
- ANC Studios In-House Design Team
- Content Creation Packages
- Dedicated Client Service Representation
- · Content Management & Scheduling
- Custom Support Additions



LONG-TERM SERVICE & SUPPORT PARTNERSHIPS:

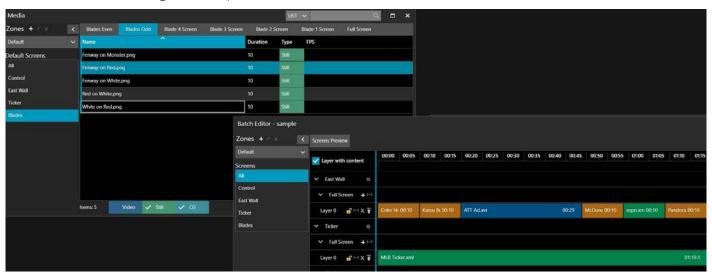


SOFTWARE DIVISION

ANC believes in an agnostic CMS platform approach depending on the deployment. However, serving as the nerve center of your venue, LiveSync operating software synchronizes and drives all aspects of your live or scheduled experience better than any other platform on the market.

LIVESYNC CAPABILITIES:

- Live Production & Schedule Automation
- Manage displays individually and as one cohesive canvas
- Locally or cloud-based
- Control Room build outs & customization
- · Seamless integration of other technologies to enable custom-built solutions & evergreen expansions
- Robust content cataloging and media library features
- Complex data capabilities: sports scoring, real-time feeds, social media, emergency messaging, and more
- Live Video / 3D Graphic Integration



LIVESYNC CMS PARTNERS:













Howard Hughes. NBCUniversal

ADVERTISING DIVISION

ANC provides our partners ith an unparalled network of leagues, teams, and facilities and a heritage of representing national advertisers. Our long and established relationships across sports and entertainment venue signage creates a level of service expertise, strategic efficiencies and pricing to advertisers that is unmatched. With ANC, you can expect added value to our teams and facilities by complementing their ad sales function with access to new revenue streams.

ADVERTISING OPPORTUNITIES:

- Traditional, Digital, & Virtual Media **Platforms**
- Hospitality Integration
- Live In-Game Advertising Exposure
- Strategic Media Plan Development
- Corporate Consulting
- Creative services support across all deliverables



PREMIER PARTNERSHIPS:























PROJECT MANAGEMENT

PROJECT MANAGEMENT PLAN

ANC will work with Cross Insurance Arena in the design and implementation of the new LED screen for the project.

Upon award of Contract, ANC will meet with the project team to review the project statement, including the scope of work and the schedule for services to be completed. Following this meeting, a detailed schedule will be developed, and coordination will begin on the project.

ANC will consult with the client team and develop the overall look and performance of the new LED screen to meet the expectations of the Cross Insurance Arena. Engineering design, submittals and implementation of the new systems will be executed in the following phases:

PHASE 1 - SITE SURVEY:

ANC engineering and project management teams will perform on-site inspection to evaluate existing conditions at the facility. During the site survey, ANC will evaluate and review equipment locations, cable pathways, conduit locations and infrastructure. This will help with the design unique for Cross Insurance Arena.

PHASE 2 - SUBMITTALS:

ANC will schedule a Phase 2 review with Cross Insurance Arena to discuss the proposed design concepts and obtain input and feedback from the project team. Upon feedback and revision, ANC will produce a complete construction-ready drawings package including the structural, electrical, and data elements.

PHASE 3 - ACCEPTANCE & PROCUREMENT:

Upon approval of the final system design, ANC will procure approved equipment as well as begin manufacturing the structures. Our crews will mobilize to the location for setup and begin any remedial work to structures and electrical/data requirements.

PHASE 4 - INSTALLATION & COMMISSIONING:

The onsite project work will begin with setting ground protection as needed. Equipment will be brought in to reach and complete the work.

Once setup is complete, the electrical contractor will do any remedial work needed. The subcontractor will start assembling the structure and video system. The design of the new structure includes assembling any secondary framing needed to attach the new video display. The video can be assembled onto that portion once completed. Once all video is assembled the crews will perform the internal wiring of data and power. The electrical subcontractor will connect all circuits, test, and then energize the system.

After the screen is displaying images the subcontractor will adjust any seams or issues with the display. Once all subcontractors are complete and the system powered up. ANC will work through any issues or concerns on the new video display.

PHASE 5 - SYSTEM TRAINING & PROJECT CLOSEOUT:

ANC will complete training of the facility staff on the powering on and functionality of the system at a time chosen by the customer. Training will include demonstration of system set-up and operations, review of initial equipment settings, and day to day trouble shooting steps to reduce end-user error or unnecessary service calls. System manuals including the troubleshooting, powering on/off directions, and service/ support contact information.

CONSTRUCTION SCHEDULE ADHERENCE

ANC has not missed any construction schedule dates on any project for the last three (3) years. Further projects and details can be provided as requested.

POST-INSTALLATION SERVICES:

24-HOUR HOTLINE

We are providing a 24-hour Technical Support Hotline to the Cross Insurance Arena. The hotline is staffed around-the-clock by senior technical support specialists with over 50 years of combined experience. Any call made to the 24-Hour hotline will be responded to within one (1) hour.

SUPPORT TICKET SYSTEM

We have developed a reporting procedure which ensures the company can react quickly to any required signage service at the stadium. Every service is documented in a web based ticketing system which complements the Toll Free Hotline. When service is required, an immediate email notification will be sent to you detailing the maintenance process. You will be kept abreast of the service until it is complete.

WARRANTY STATEMENT

Our proposal includes the required parts and labor warranty, meeting all the requirements of the RFP.

| Qtr 1, 2024 | Jan | | | | | | | | | | | | | | d Primary Structure | ation | ls, Conduit System, etc.) | (Fiber, Data, etc.) | Integration, Commissioning and Closeout | Control Rack Build-out and Integration | System Commissioning and Training | Substantial Completion |
|-------------|---|--------------------------|---------------------------------|--------------------------------|--|------------------------------------|---|--|---|---|----------------------------------|---------------------------|------------------------|--------------------|--|-------------------------|---|---|---|---|--|------------------------------|
| - | OVG - Cross Insurance Arena - LED Marquee | aire Arena - LED Marquee | | | | | | | | | | - | Ocean Freight Shipping | Marquee Display | Installation of LED Frame onto Owner provided Primary Structure | LED Cabinet Population | Infrastructure Install (Electrical Panels, Conduit System, ett.) | Low Voltage Connectivity (Fiber, Data, etc.) | Integrat | Control Ra | 8 | |
| Qtr 4, 2023 | Ogt | | Anticipated Contract Start Date | Design and Development | Design / Build On-Site Meeting with ANC | Engineering and Submittals | Secondary Structural Design Engineering | Electrical and Data Design Engineering | Control Room Design Engineering | Preparation and Completion of Submittals | Owner Review and Approval | LED Manufacturing | | | | | | | | | | |
| Finish | Aug Mon 1/15/24 | | | Mon 10/9/23 | Fri 9/15/23 | Mon 10/2/23 | Wed 9/20/23 | Wed 9/20/23 | Wed 9/20/23 | Fri 9/22/23 | Fri 9/29/23 | Mon 11/6/23 | Mon 12/11/23 | Fri 12/22/23 | Fri 12/15/23 | Wed 12/20/23 | Thu 12/21/23 | Fri 12/22/23 | Mon 1/15/24 | Mon 1/8/24 | Mon 1/15/24 | Mon 1/15/24 |
| stion | lays Tue 9/5/23 | | | Tue 9/5/23 | ys Mon 9/11/23 | Tue 9/5/23 | Tue 9/5/23 | lays Tue 9/5/23 | Tue 9/5/23 | wed 9/20/23 | Non 9/25/23 | lays Tue 9/5/23 | Tue 11/7/23 | Mon 12/11/23 | lys Mon 12/11/23 | Mon 12/18/23 | Tue 12/19/23 | rys Thu 12/21/23 | lays Tue 1/2/24 | rys Tue 1/2/24 | rys Tue 1/9/24 | y Mon 1/15/24 |
| Duration | OVG - Cross Insurance Arena - LED Marquee 95 days | | t Date | Design and Development 25 days | Design / Build On-Site Meeting with ANC 5 days | Engineering and Submittals 20 days | Secondary Structural Design Engineering 12 days | Electrical and Data Design Engineering 12 days | Control Room Design Engineering 12 days | Preparation and Completion of Submittals 3 days | Owner Review and Approval 5 days | LED Manufacturing 45 days | Ocean Freight Shipping | Display 10 days | Installation of LED Frame onto Owner provided 5 days Primary Structure | binet Population 3 days | Infrastructure Install (Electrical Panels, Conduit 3 days System, etc.) | Low Voltage Connectivity (Fiber, Data, etc.) 2 days | Integration, Commissioning and Closeout 10 days | Control Rack Build-out and Integration 5 days | System Commissioning and Training 5 days | Substantial Completion 1 day |
| Task Name | 1 OVG - Cross | | | 3 Design an | 4 Design | 5 Engine | e Seco | 7 Elect | 8 Cont | 9 Prep | 10 Own | 11 LED Manı | 12 Ocean Fre | 13 Marquee Display | | 15 LED Cal | 16 Infrastr System | 17 Low Vo | 18 Integratio | 19 Control | 20 System | 21 Substanti |



Serving as the nerve center of your venue, the ANC LiveSync suite of solutions (formerly known as $vSOFT^{TM}$) can synchronize and seamlessly drive all aspects of your display experiences.

Our software delivers a centralized media hub that manages digital signage and display content at events, venues and public places of all sizes and functions with the ability to offer both real time production and automation in the same interface. We employ the latest IP-enabled software technologies which make our solutions perfect for our partners' ever evolving delivery needs and negate the outdated and costly reliance on hardware-based solutions.

COMPLETE CONTROL

Dynamic interface to operate all your content playback.

USER-FRIENDLY EDITOR

Flexible editor designed to combine all your graphics and data.

ROBUST DATA INTEGRATION

Enhance your displays with live stats, social media, weather and more.

LIVESYNC CLOUD

Remote cloudbased or locally hosted content management.

FRAME ACCURATE SYNC

- · Auto sync multiple display playback.
- Introduces frame delay to ensure synchronization of all digital displays automatically.

ANALYTICS

- Exposure control allows users to set desired outcomes based on sponsorship exposure model.
- Security and auditing data smart reporting system – Create rules for intuitive audit reporting.

CONTROL OBJECT CREATOR

- Ability to trigger actions on external devices (CG, Switchers, Lights, Audio, DMX, And Custom hardware) and APIs.
- Easily Control the full show from one place.

COMPOSITION EDITOR

The Composition Editor is full of tools to help create media from simple text messages to more dynamic, databased video and still images. Once created, these files are automatically imported into the Media tab and ready to be used!

LIVESYNC SCORING

 VisionSTATS – ANC's proprietary scoring system for baseball that is approved to interact with official major or minor league analytics.

DATA INTEGRATION

- Ability to integrate data from any source (Scoring controllers, RSS, APIs).
- Uses data to control rules, change environments controls including AC, emergency functions, door controls, media servers, backups of data, and other data related triggers or events.
- Deep integration into sports stat systems including ANC's proprietary scoring systems

- and seamless data integrations with other third-party providers.
- Programming data fields in transportation to create wayfinding and smart outcomes.
- Text to speech through Amazon Web Services with customization for voice inflection.

OUTPUT

- Output Audio Devices (Any Windows Driver Model (WDM) device including Dante).
- · Output over HDMI, DVI and Display Port.
- Output over NDI Network Device Interface to other devices on the same network.
- Output Key and fill and Chromakey channels.
- All industry standard outputs supported and growing.

OVERLAY

- Overlay multiple layers of any media source including HTML content with alpha channel transparency.
- Support for NDI with Alpha.
- Flexibility to lock and unlock layers as needed.
- Enable forced to top layer behavior.

PLAYBACK (SCHEDULING)

- Automate playback of multiple displays.
- Set start time and duration for each item in the playback group.
- Schedule recurring playback for each item or playback group.
- Detailed scheduling of media to the second.
- Schedule screens that can blackout as needed.
- · Set it and forget it simplicity.

PROGRAM AND PREVIEW ALL DISPLAYS

- Program and preview all displays concurrently running resulting in the ability for Multiview output in many configurations.
- Screens can be setup to display split screens and PIP's.
- · Countdown clock for each piece of media.
- Preview Character Generator (CG) including real time data.
- · Program preview and swap capabilities.
- Create custom views to monitor displays.

PROFILES

- The ability to have multiply events supported at the same time by having separate profiles.
- Multiple operational setups allow for different events to be supported and allows for multiple operators working on the same event.
- Allows the support of multiple event facilities to support different setups.

REDUNDANCY

- Hot back up capability (i.e., matrix switcher) that allows failover in support of both hardware and software error.
 No human interaction required.
- Full automation with full redundancy builds.
- Active media backup

REMOTE FEED

- Using NDI with programs such as Skype or Zoom allows the user in a live production to add remote feed (guest) with high quality audio and up to HD video.
- · Remote wireless camera capable
- TVU integration +

SHORTCUTS AND MACROS

- Custom shortcuts to do everything from transitions to changing Title text (e.g. 10 key, Stream Deck)
- · Web API supporting 3rd party applications.

SECURITY

- Leverages Windows OS inherent security layer
- Closed loop hybrid VPN with two factor authentication











PROPOSED PROJECT TEAM

PROJECT OVERSIGHT:

JERRY CIFARELLI, JR | PRESIDENT & CEO

Jerry has more than a decade of experience of sales experience, beginning with internet ad sales, then moving into sports marketing and digital signage, before founding his own company, the sports entertainment agency C10 Media.

After a stint at Patch.com, Jerry broadened his sales experience in sports marketing as a member of the sponsorship sales department at Fenway Sports Management, whose portfolio of properties includes the Boston Red Sox, Liverpool FC, and NESN.



JERRY CIFARELLI, JR

In 2012, Jerry was invited by ANC's founder Jerry Cifarelli Sr., to join ANC and introduce the company's turnkey technology and service solution to the college market. Jerry is responsible for securing and managing many of ANC's high-profile partnerships with colleges and universities such as the University of Texas, University of South Carolina, West Virginia University, University of Louisville, University of California Berkley and Fresno, and professional sports teams including the Boston Red Sox and Tennessee Titans. During his career with ANC, Jerry held many roles within the company, including revenue generation, business operations and client management. In 2020, Jerry was promoted to Senior Vice President, Sports and Services, overseeing onsite operations, maintenance, client services and content teams to ensure seamless transition from deployment to post installation services. In conjunction with the dayto-day operations, he also managed all executive level relationships within the sports vertical and drove ANC's new and current partnerships.

Jerry founded C10 Media in 2021 and quickly established the company as a force in the industry, with the spectacular deployment of digital signage at the new MGM Grand Hall in Boston, coupled with a robust advertising and sponsorship sales division.

C10 Media announced the acquisition of ANC in January 2023. This acquisition will combine the two companies into a single industry leader, transforming sports, entertainment, and commercial spaces. It also returns ANC to its roots as a family owned and operated business which was integral in its identity from its inception and its growth throughout its history.



JOSEPH OCCHIPINTI

JOSEPH OCCHIPINTI | CHIEF OPERATING OFFICER

Joseph began his career in customer service, and over ten years later has expanded his experience to sales and business operations. This experience grants him a uniquely varied perspective and understanding of the many different functions that form the basis of the industry.

He joined ANC in 2012 as a client services account executive, eventually heading up the client services team. After five years in client services, he transitioned to the sales team in 2019, taking on the role of Vice President of Business Development, and helped extend ANC's relationships with key partners such as the Los Angeles Dodgers and Indiana Pacers. In 2021, Joseph took on the Venue Services department as Vice President of Service Operations where he led our Venue Solutions, Technical Support and Field Operations teams in fulfilling the company's service agreements.

At the start of 2022, once C10 had established its position in the industry, Joseph joined the Company as its Chief Operating Officer to expand its operations. With C10's acquisition of ANC, Joseph will once again lead ANC's Business Operations, bringing ANC's operations on to a greater stage as the company grows further.

JIREH BILLINGS, JR | SVP, REVENUE

Jireh has brought his extensive set of skills to multiple departments within ANC. In 2014, he joined ANC as an Account Coordinator in ANC's Client Services department. He quickly transitioned into Project Management and oversaw the install of new LED at historic Fenway Park. Due to his previous experience in finance at Brown Brothers Harriman, Jireh was promoted to a senior leadership role within ANC's Sales & Estimation Department.

Over the past four years, his combination of experience has helped him successfully grow the Estimation department and contributed to winning some of the most successful contracts in ANC's history. In 2020, Jireh was again transitioned into a newly created role within ANC's Sales Division. As Directors, Solution Sales, Jireh oversees new business for ANC's Places and Sports divisions.



JIREH BILLINGS, JR

ERIC GRUNER | EVP, DEPLOYMENTS

As a result of his tenures with ANC and C10, Eric possesses nearly twenty years' experience in project management. Since joining ANC in 2004, Eric has spent his entire career learning and developing within the organization and the industry. He has overseen the installation of the majority of ANC's high-profile LED deployments, including: Fenway Park, Dodger Stadium, Wells Fargo Center, JP Morgan Chase Flagship, Moynihan Train Hall, Pier 17 at the South Street Seaport, the University of Notre Dame, and more. Eric worked closely with the clients, display manufacturers, subcontractors, and suppliers to ensure that products arrived on schedule and that the installation ran smoothly, on time, and on budget.



ERIC GRUNER

Eric left ANC in 2021 to assist with his family's business. Shortly thereafter, he joined C10 as Executive Vice President of Deployments, heading up C10's estimation and project deployments. With C10's acquisition of ANC, Eric will again take charge of ANC's deployments, specifically leading the functions of project management, project operations and coordination, integration, and estimation.

DANIEL MARCHESANI | VP, PROJECT MANAGEMENT

Joining ANC in 2013, Daniel began his career as a Field Technician for the New York Yankees, New York Mets, and Madison Square Garden. He was promoted to Operations Manager, a role in which he managed all full-time and part-time technicians at partner venues throughout the US. In 2021, Daniel was promoted to Senior Project Manager, overseeing projects from design phase through final commissioning, coordinating structural and electrical engineering, installation, integration, and content creation.

Daniel has managed complex large-scale LED, audio/visual and lighting projects in high-profile professional and collegiate sports arenas and stadiums, including Wells Fargo Center, Los Angeles Dodgers, University of Nevada-Reno, University of Florida, University of Texas Football, University of South Carolina, West Virginia University, University of Missouri

TECHNICAL DEPLOYMENT:

MARK STROSS | CHIEF TECHNOLOGY OFFICER

As Chief Technology Officer, Mark will have direct oversight into the deployment of ANC's control systems, vSOFT & LiveSync, to ensure the displays are operating to their fullest potential. Mark joined ANC in 1999 and has spearheaded the creation of ANC's software systems, including the award winning vSOFT operating system which debuted in 2014. Currently serving as Chief Technology Officer, he oversees the Technology Department, responsible for the company's development of new technologies and innovative installations.



MARK STROSS

In addition to launching vSOFT, Mark's leadership has led to partnerships with the leading LED manufacturers in the world, while combining the intellectual properties of ScorePAD, StatusPro and Playable TV into one of the most advanced software application in the world.

Mark is a frequent contributor to the industry, serving on the Digital Signage Expo Advisory Board and speaking at events such as DSE, NAB and IDEA. A graduate of the Art Center in Pasadena, Mark is known as a pioneer of LED video systems. He has founded several media companies, such as Marmalade Media, specializing in video and production service for Disney, HBO and AT&T. He also founded Playable Television, which was real interactive TV that used touch screens in 1995.



MATTHEW HOBBS

MATTHEW HOBBS | SENIOR MANAGER, ESTIMATING

Matthew stepped into his role as the manager of estimation in August 202, bringing over 20 years of industry experience. He is responsible for supporting the creation and execution of ANC's new business pricing and budgeting proposals for fixed installations. He takes great pride in working closely with customers, consultants, architects, and designers to find exciting LED solutions.

Matthew has supplied LED solutions for projects in Times Square and LA Live, for universities such as Florida State University and the University of Michigan, and for projects ranging from high school stadiums to professional sports venues (MLB, NFL, NHL, NBA, MLS, NASCAR).

COST PROPOSAL

SPECIFICATIONS AND PRICING

| MARQUEE VIDEO DISPLAY | BASE OPTION | ALTERNATE 1 | ALTERNATE 2 |
|-----------------------------|-------------|-------------|-------------|
| MM Pitch | 6mm | 8mm | 10mm |
| Quantity | 1 | 1 | 1 |
| Active Display Height (ft.) | 3.28' | 3.28' | 3.28' |
| Active Display Width (ft.) | 36.09' | 36.09' | 36.09' |
| Pixel Resolution (H) | 168 p | 120 p | 96 p |
| Pixel Resolution (W) | 1848 p | 1320 p | 1056 p |

| MARQUEE VIDEO DISPLAY - 6MM | PRICING |
|---|-----------|
| Marquee Video Display: 3.28' h x 36.09' w - 6m | \$38,253 |
| Ocean Freight | \$6,659 |
| Installation, Engineering, and General Conditions | \$88,154 |
| Content Management System Requirements | \$33,947 |
| 2yr Parts and Service | \$12,500 |
| SUB TOTAL: | \$179,512 |

| DEDUCT COST FROM ABOVE SUBTOTAL | PRICING |
|---|------------|
| Alternate 1 - Change to 8mm Display in lieu of 6mm Display | \$(9,763) |
| Alternate 2 - Change to 10mm Display in lieu of 6mm Display | \$(13,461) |

RESPONSIBILITY MATRIX

| ADMINISTRATIVE | ANC | PURCHASER |
|--|-----|-----------|
| Provide accurate architectural, structural engineering, and electrical drawings or information, including exploratory surveys to confirm existing conditions if necessary. | | Х |
| Provide Payment and Performance Bond. | NA | |
| All required zoning , building, street or sidewalk closure permits, and associated costs, as required. | NA | |
| Shipping of all equipment to site. | X | |
| Receive, unload, and inspect all new equipment upon delivery. | Χ | |
| Provide safe storage of video equipment and control equipment in a safe, dry and secure location until installation, if required. | | X |
| Unobstructed access to equipment and control room throughout installation, until equipment is 100% operational. | | X |
| ENGINEERING & SUBMITTALS | ANC | PURCHASER |
| Customer is responsible to ensure the existing structure/building is adequate, including, but not limited to, providing sealed engineering and calculations, asbuilts, and other information, documentation, or enabling of exploratory work as may be required for ANC's Engineer to adequately design the display system and it's attachment to the base building. ANC assumes base building defined as plywood "backer" or similar condition. | | X |
| Provide mechanical drawings, electrical drawings, shop drawings, and equipment locations for new equipment. | X | |
| Engineering and certification for new equipment attachment design | X | |
| Provide approval of all mechanical drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts for new equipment. | | X |
| Responsible to ensure sufficient structural integrity at points of attachment, including any modifications, additions or alterations to base building construction, as required. | | X |
| DEMOLITION, REMOVAL & SITE CLEANUP | ANC | PURCHASER |
| Removal of existing equipment and structural components, as required. | NA | |
| Disposal of existing equipment and structural components, as required. | NA | |
| Post installation site clean-up. | X | |
| PHYSICAL INSTALLATION | ANC | PURCHASER |
| Fabricate, deliver, and install support structure and appropriate backing for all displays, including hardware, shims and miscellaneous materials as required. | X | |
| Provide & Install LED components. | X | |
| Provide all required Floor/Site Protection, if required. | | Χ |
| Provide camera ready artwork for ad panels, and logos at time of order, if required. | | X |

| ELECTRICAL & DATA INSTALLATION | ANC | PURCHASER |
|---|-----|-----------|
| Submit electrical engineering drawings | X | |
| Provide (and install, if required) primary power feed within 5' of the display location with sufficient amps for ANC proposed display(s); typically 208v 3-phase. | | X |
| Provide secondary electrical panels and/or remote power control, if required. | | X |
| Installation of secondary electrical panels and/or remote power control, if required. Including all conduit, wire, and low voltage conduit & wire as may be required for the remote power control. | | X |
| Provide & Install all branch circuits necessary to LED display(s) and 120V 1-phase servicing outlets in the vicinity of the display location (if necessary). Exact locations to be coordinated with ANC and electrical contractor. | | X |
| Furnish signal cables as specified by ANC. | X | |
| Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings. | | X |
| Labor to pull signal cable (and remove existing cable), if required. | X | |
| Terminate signal cable at control system equipment and display equipment, if required. | X | |
| Mount and install data patch panel in control location and display location, if required. | X | |
| Provide high speed internet connection to control room equipment. | | X |
| Power outlets on clean dedicated circuit(s) for all control equipment required per electrical engineering within control room location. | | X |
| CONTROL SYSTEM | ANC | PURCHASER |
| Provide climate controlled control room for all control equipment and processing. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non condensing. | | X |
| Supply static IP address five (5) days prior to installation. | | X |
| Provide and install signal cable conduit, with pull string, from production control location to display for LiveSync control, should remote location be desired. | | X |
| Labor to pull signal cable for LiveSync or other owner supplied control, if required. | X | |
| Third party application fees as required by the customer, i.e. RSS Feeds, etc. | | X |
| Provide computer(s) for control software. | X | |
| Set-up, and testing of all control equipment. | X | |
| TRAINING | ANC | PURCHASER |
| Provide list of personnel for training five (5) days in advance. | | X |
| Provide sign off list for all training to be distributed to all parties upon completion. | X | |
| Perform one (1) day of maintenance training. | X | |
| Perform two (2) days of control system operation. | | X |
| Perform final systems testing and commissioning. | X | |

| PROJECT CLOSE- OUT | ANC | PURCHASER |
|---|-----|-----------|
| Site walk thru to conduct final inspection of punch list items with ANC | | X |
| Completion of punch list items | X | |
| PROJECT SPECIFIC NOTES | | |

ANC has provided a (5) year warranty on all LED parts.

ANC has not provided on site labor during the warranty period as part of this proposal. ANC will train facility staff to perform basic troubleshooting and simple component replacement. ANC will deploy an authorized service technician to perform all escalated service needs at and invoice for costs incurred.

ANC has not included any tax in the proposal. Any and all sales and use taxes, including, but not limited to, any import or associated duties, fees, tariffs as well other excises and other charges, including without limitation VAT/Sales Tax, ("collectively referred to as Government Charges") now or henceforth levied on any date in connection with the sale of the LED System shall be the full responsibility of the Purchaser. Purchaser shall reimburse ANC for any and all Government Charges ANC may advance on Purchaser's behalf. Purchaser acknowledges that neither ANC nor Purchaser may have advance knowledge of such Government Charges. ANC has excluded any and all taxes from the pricing in the enclosed proposal.

Shipping (Ocean Freight Shipping) included in quote at current shipping pricing. Shipping pricing is subject to change due to continued global impacts of the Covid pandemic. Any increase in costs will be responsibility of Purchaser.

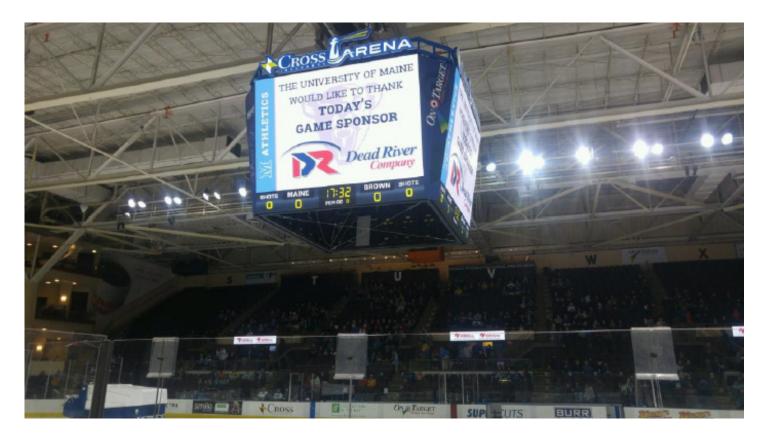
Current Ocean Freight timelines are approximately 6 weeks. Current Air Freight timelines are approximately 2 weeks.

The Purchaser acknowledges that amidst the duration of the Covid-19 pandemic ("Pandemic") and thereafter for some undefined period of time, there may be consequences of the Pandemic or adverse market conditions (whether or not sudden or unpredictable) that could render either party's performance. ANC shall not be responsible for any additional compensation hereunder or lost revenues or profits, damages, costs, or overhead incurred by the Purchaser relating to or arising out of (I) breakdowns in commercial negotiations with equipment or parts' suppliers; (ii) delays in shipping or manufacturing or the availability of LED or LCD equipment or parts during the Term (iii) delays in third-party contractor obligations not under ANC's control whose work precedes ANC's obligations hereunder; (iv) Pandemic related closures of facilities or factories or contractors, whether domestic or international, or (v) employee unavailability, staffing shortages, shutdowns, postponements, or cancellations relating to or arising out of the Pandemic, whether due to illness, travel restrictions or Events of Force Majeure.

OUR EXPERIENCE AND QUALIFICATION

CROSS INSURANCE ARENA

PROJECT CASE STUDY



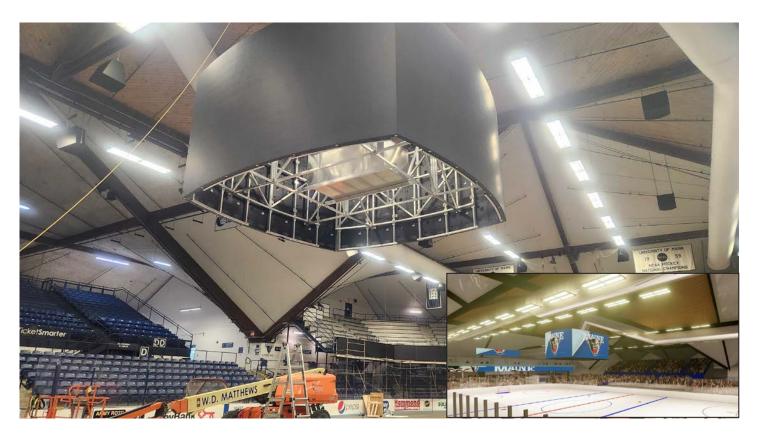
2016 INSTALL:

CENTER HUNG MAIN VIDEO SCREENS: FOUR (4) 6MM SMD 12.6' H X 15.75' W (640P X 800P) FASCIA RIBBON: EIGHT (8) 6MM SMD 1.89' H X 11.97' W (96P X 608P)

ANC Control System Driving All Displays

UNIVERSITY OF MAINE

HAROLD ALFOND SPORTS ARENA



The University of Maine and ANC will work together to complete the upgrades to the digital display network alongside many improvements to the NCAA Division I facility.

ANC and UMaine have begun design work on the upgraded new 4mm LED center hung focal point, each screen expanding from a little over 9' by 9' to 11.02' H by an extended 18.9'W The upgrade will increase the main displays beyond a standard HD aspect ratio to 840 x 1,440-pixel resolution for elevated content delivery.

2023 INSTALL:

CENTER-HUNG DISPLAYS (4): 11' H X 18.9' W - 4MM END DISPLAYS (2): 4.7' H X 25.2' W - 6MM RIBBON DISPLAY (1): 3.9' H X 166.9' W - 6MM

In addition to the main center hung display upgrades, the two 6mm suspended end zone displays will increase in size to 6.3' H by 25.2' W, and the existing north ribbon board display will also upgrade to an expanded 166.93'W for over 1 million pixels of crisp 6mm fascia content.

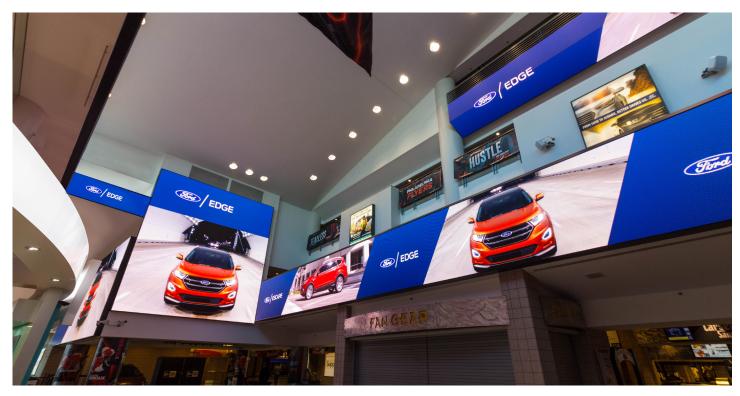
All displays will be driven by ANC's dynamic LiveSync content management software.

REFERENCE:

SETH WOODCOCK, SR. ASSOCIATE ATHLETIC DIRECTOR FOR DEVELOPMENT AND CAPITAL PLANNING UNIVERSITY OF MAINE ATHLETICS
SETH.WOODCOCK@MAINE.EDU
T: (207) 318-5910

WELLS FARGO CENTER

PROJECT CASE STUDY



ANC and the Wells Fargo Center have been partners since 2000, with ANC helping Wells Fargo Center transform into one of the most technologically advanced arenas in the country.

ANC has deployed more than 800 LCD displays and 60 LED displays throughout the venue, including integrating the massive digital signage network with a comprehensive content management and IPTV system. This proprietary content management system, blends the in-bowl experience with the concourse. suites, concessions, concourse entertainment, club bars and lounges and other Arena locations.

BROAD STREET ATRIUM:

VERTICAL MAIN DISPLAY - 10mm, 32.02'x19.95'
2ND FLOOR DISPLAY - 10mm, 6.30' x 91.34'
2ND FLOOR ENTRANCE - 10mm, 6.82' x 23.15'
4TH FLOOR FASCIA - 10mm, 3.15' x 133.35'
4TH FLOOR CEILING DISPLAY - 10mm, 3.15' x 133.35'
DOUBLE-SIDED BANNER - 10mm, 3.15' x 24.15'

11TH STREET ATRIUM:

VERTICAL DISPLAY – 10mm, 13.12' x 49.34' HORIZONTAL DISPLAY – 10mm, 13.12' x 49.34' 2ND FLOOR DISPLAY – 10mm, 6.30'x 92.39' GLASS SIDE DISPLAY – 10mm, 3.15'x 103.94' 4TH FL. FASCIA – 10mm, 3.15' x 98.69' 4TH FL. CEILING DISPLAY – 10mm, 3.15' 98.69' DOUBLE-SIDED BANNER – 10mm, 3.15' x 24.15' ANC and the Wells Fargo Center also designed and engineered a new center-hung display with exciting kinetic display technology. The new first of its kind Kinetic 4K system features an unprecedented ability to transform and be configured in a variety of formats to best highlight the action below. Complementing the center-hung display are two massive crown trusses designed to create a captivating experience with multi-directional movement.

CONCOURSES & BARS:

FINE PITCH MEZZANINE | 4mm - QTY 2 - 32.' H x 19.95' W EAST & WEST BARS | 1.5mm - QTY 2 - 7.38' H x 50.85' W LEVEL 2 | 2.6mm - QTY 4 - 11.99' H x 1.64' W LEVEL 2 | 2.6mm - QTY 2 - 1.85' H x 108.27' W IPTV | 800+ LCD, TV, MENU-BOARDS INTEGRATIONS + NEW

4K KINETIC CENTER-HUNG DISPLAY:

ENDLINE SCREENS | 4mm - QTY 2 - 28.56' H x 21.84' W SIDELINE EXTENDED | 4mm - QTY 2 - 28.56' H x 62.47' W CENTER-HUNG HALO RIBBON | 10mm - 3.15' H x 90.3' W MOBILE LED CROWNS | 4mm - QTY 2 - 5' H x 67' W

ALL DISPLAYS RUN BY ANC CONTROL SYSTEM SOFTWARE

OUTDOOR MARQUEE

JACK CASINO (FORMERLY HORSESHOE CASINO)

12MM SMD - 34.02' H X 60.48' W BUDGET | \$749,281

ROCK AND ROLL HOF

EXTERIOR MARQUEE: 10MM - 21' H X 31.5' W BUDGET | \$187,623

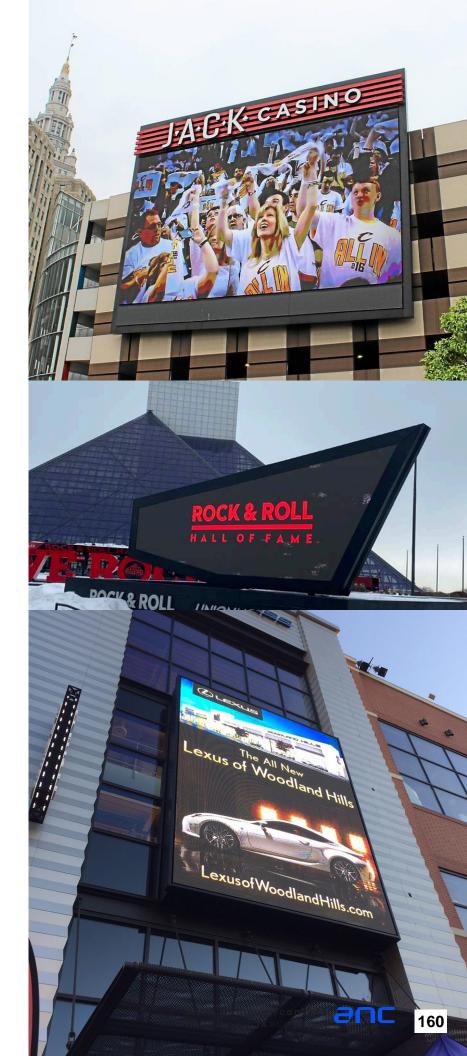
WESTFIELD TOPANGA

10MM SMD- 10.00' H X 17.70' W BUDGET | \$158,144

WESTFIELD THE VILLAGE

10MM SMD- 96.00' H X 64' W

BUDGET | \$109,600



OAKLAND UNIVERSITY

OUTDOOR MARQUEES | 12MM - QTY 3 - 11.34' H X 18.90' BUDGET | \$392,971

UNIVERSITY OF NOTRE DAME

LOCKER ROOM | 2.5MM - 7.87'H X 14.17'W
INTERVIEW ROOM | 1.9MM - 6.30'H X 11.02'W
STUDENT CENTER | 2.5MM - 11.02' H X 22.05' W
DIGITAL MEDIA CENTER | 1.875MM 7.87' H X
12.60' W
SCHIVARELLI LOUNGE | 2.5MM - 6.30'h x
11.02'W



SECTION 06
FORMS



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. <u>All bidders' submissions</u> 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. \(\Bigsi \) Certification of the Bidder regarding conflict of interest
- 3. \(\Sigma\) 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

Maine

COMPLIANCE AND AUDITING MANAGER

CONTRACTOR DISBARRED OR SUSPENSION Applicable to bidder

| Contractor:ANC Sports Enterprises, LLC | Telephone: 914-696-2100 Ext |
|--|--|
| Contact Person:Jireh Billings | Fax:914-696-2101 |
| E-mail:jbillings@anc.com | Tax ID:13-3930790 |
| BID PRICE: S | BID DATE:08/18/2023 |
| PROJECT LOCATION: Portland, ME | PROJECT # |
| THIS CERTIFICATION IS REQUIRED BY THE REGULATIONS IMPLE DEBARMENT AND SUSPENSION, 29 CFR PART 98, SECTION 98.510 WERE PUBLISHED AS PART VII OF THE MAY 26, 1988 FEDERAL R | 0, PARTICIPANTS' RESPONSIBILITIES. THE REGULATIONS |
| 1. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE PRINCIPALS: | BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS |
| a) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PRO | OPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR SACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY; |
| b) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEING JUDGMENT RENDERED AGAINST THEM FOR COMMINITH OBTAINING, ATTEMPTING TO OBTAIN, OR PETRANSACTION OR CONTRACT UNDER A PUBLIC TRESTATUTES OR COMMISSION OF EMBEZZLEMENT, TO DESTRUCTION OF RECORDS, MAKING FALSE STATI | DING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL HISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION ERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) HANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST THEFT, FORGERY, BRIBERY, FALSIFICATION OR |
| ENTITY (FEDERAL, STATE OR LOCAL) WITH COMM | MISSION OF ANY OF THE OFFENSES ENUMERATED IN |
| PARAGRAPH 1.B OF THIS CERTIFICATION; AND d) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEI PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOC | DING THIS APPLICATION/PROPOSAL HAD ONE OR MORE CAL) TERMINATED FOR CAUSE OR DEFAULT. |
| 2. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATT | TACH AN EXPLANATION TO THIS PROPOSAL. |
| NAME AND TITLE, AUTHORIZED REPRESENTATIVE | Justine & BATE SIGNATURE & BATE |

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



ANC SPORTS ENTERPRISES, L.L.C.

Unique Entity ID CAGE / NCAGE Purpose of Registration

WHJ5ALDH46D7 9N9H0 All Awards

Registration Status Expiration Date
Active Registration Aug 6, 2024

Physical Address Mailing Address

2 Manhattanville RD STE 402 2 Manhattanville RD STE 402 Purchase, New York 10577-2118 Purchase, New York 10577-2118

United States United States

Business Information

Doing Business as Division Name Division Number

(blank)(blank)(blank)Congressional DistrictState / Country of IncorporationURLNew York 16Delaware / United States(blank)

Registration Dates

Activation Date Submission Date Initial Registration Date

Aug 17, 2023 Aug 7, 2023 Aug 7, 2023

Entity Dates

Entity Start Date Fiscal Year End Close Date

Jan 22, 1997 Dec 31

Immediate Owner

CAGE Legal Business Name

(blank) (blank)

Highest Level Owner

CAGE Legal Business Name

(blank) (blank)

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Entity Type Organization Factors

Corporate Entity (Not Tax Exempt) Business or Organization Limited Liability Company

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

| Financial Information | |
|---------------------------------|----------------------------|
| Accepts Credit Card Payments No | Debt Subject To Offset No |
| EFT Indicator 0000 | CAGE Code 9N9H0 |

Points of Contact

Electronic Business

Sk2 Manhattanville RD STE 402Kyle Piper, ManagerPurchase, New York 10577

United States

Government Business

X2 Manhattanville RD STE 402Kyle Piper, ManagerPurchase, New York 10577

United States

Service Classifications

NAICS Codes

Primary NAICS Codes NAICS Title

Yes 541519 Other Computer Related Services

449210 Electronics And Appliance Retailers

713990 All Other Amusement And Recreation Industries

Disaster Response

Yes, this entity appears in the disaster response registry.

| Bonding Levels | Dollars |
|----------------|---------|
| (blank) | (blank) |

States Counties Metropolitan Statistical Areas
Any (blank) (blank)

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COMPLIANCE AND AUDITING MANAGER

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

COMPLIANCE AND AUDITING MANAGER

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 <u>whom they have business or immediate family ties</u>, 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
- 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.

COMPLIANCE AND AUDITING MANAGER

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.
 - o 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.

COMPLIANCE AND AUDITING MANAGER

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, subgrantee 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.

<u>Non-disclosure Policy</u> 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.

Maine

COMPLIANCE AND AUDITING MANAGER

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

Agent Acknowledgment

ANC Sports Enterprises, LLC

Entity/Organization Name

Print or type Name and Position/Title

Date

Leny Cifarelli, CEO

Maine

COMPLIANCE AND AUDITING MANAGER

CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Certification by Bidders

| Name of prime contractor: | ANC Sports Enterprises, LLC |
|---|---|
| Address of prime contractor: | 2 Manhattanville Road, Suite #402 Purchase, NY 10577 |
| Tax ID # of prime contractor. | 13-3930790 |
| - | ted in a previous contract or subcontract subject to the EEO Clause. |
| Yes | X_No |
| 2. Compliance reports | were required to be filed in connection with such contract or subcontract. |
| Yes | <u>X_No</u> |
| 3. Bidder has filed all o | compliance reports due under applicable instructions, including SF-100. |
| Yes | X_No |
| amended? | or are you being considered for sanction due to violation of Executive Order 11246, as $\frac{X}{X}$ No |
| rules and regulations prov subcontractors, shall state participated in any previous whether it has filed all com Where the certification indinstructions, such bidder s | ed pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing ide that any bidder or prospective contractor, or any other of their proposed as an initial part of the bid or negotiations of the contract whether it has as contract or subcontract subject to the equal opportunity clause, and if so, apliance reports due under applicable instructions. licates that the bidder has not filed a compliance report due under applicable hall be required to submit a compliance report within seven (7) calendar days ract shall be awarded unless such report is submitted. |
| By signing be | low, you are certifying your answers to the four questions above were truthful: |
| J | Name and Title of Authorized Representative (print or type) |
| Juny 1 | Jule 8/10/23 |
| Signature of Author | Zed/Representative Date of Signature |

COMPLIANCE AND AUDITING MANAGER

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.

Maine

COMPLIANCE AND AUDITING MANAGER

- 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 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.

General Contractor Signature

Jerry Ciferell:

General Contractor Printed Name

8/10/23

COMPLIANCE AND AUDITING MANAGER

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. REHABILATATION 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.
 - 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

Maine

COMPLIANCE AND AUDITING MANAGER

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 <u>2 CFR 180.220</u>) 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 <u>2 CFR 180</u> 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.

COMPLIANCE AND AUDITING MANAGER

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 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 Safely 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

COMPLIANCE AND AUDITING MANAGER

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 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 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.

Maine

COMPLIANCE AND AUDITING MANAGER

- 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 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.

COMPLIANCE AND AUDITING MANAGER

- 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 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

CUMBERLAND COUNTY

Maine

COMPLIANCE AND AUDITING MANAGER

- 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 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.

General Contractor Signature

Jerry Ciferell:

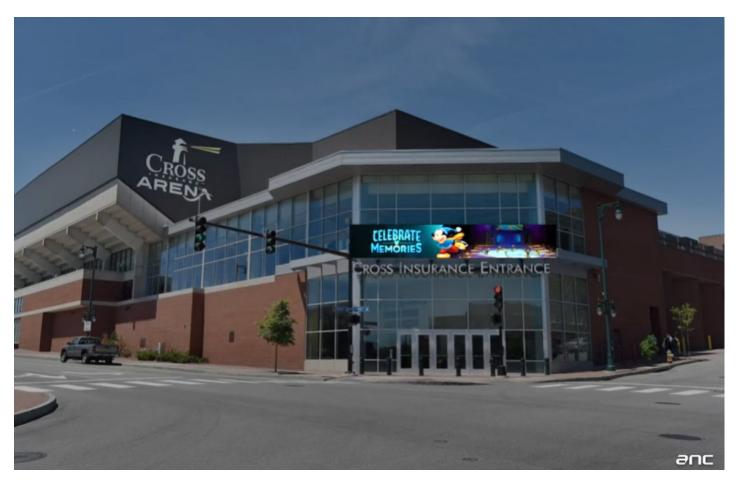
General Contractor Printed Name

8/10/23

ADDITIONAL INFORMATION

OUTDOOR MARQUEE VISUALIZATION RENDER

CLICK HERE TO VIEW











| LED MARQUEE SIGNAGE CROSS INSURANCE ARENA - BID TAB CAPITAL IMPROVEMENT PROJECT 2023 | | | | | | | | | | | | |
|--|-------------------------|----------------|-----------------------------|----------------|---------------|-------------|-------------|--------------|----------------|--------------------|------------|--|
| Description | Vendor | Contact | Email | Phone | ARPA/SAMS Y/N | Parts | Labor | Total | Cabinet Size | Content Management | Resolution | Notes |
| SE Exterior LED Signage | ANC | Jireh Billings | jbillings@anc.com | (802) 299-5689 | Υ | \$91,358.00 | \$88,154.00 | \$179,512.00 | 3.28' X 36.09' | ANC LiveSync | 6MM | Current scoreboard and ribbon boards |
| | Metropolitan Interative | Deborah Patten | dpatten@metinteractive | (860) 483-1037 | Υ | \$87,815.00 | \$69,364.74 | \$157,179.74 | 2.40' X 33.60' | Storyteller | 6.67 MM | Current vendor for live event broadcasting |
| | Bailey Signs | Deanna Emery | demery@bileysign.com | (207) 774-2843 | N | \$ - | \$ - | \$ - | | | | Did not submit required paperwork |
| | Sign Services | Michael Hands | ssi@signservicesofmaine.com | (207)296-2400 | N | \$ - | \$ - | \$ - | | | | Did not submit required paperwork |
| | Blink Signs | Jawad Bhurgri | jawad@blinksigns.com | (406) 858-0536 | N | \$ - | \$ - | \$ - | | | | Did not submit required paperwork |
| | Watchfire Signs | Ed Kenney | ed.kenney@watchfire.com | (603) 260-7654 | N | \$ - | \$ - | \$ - | | | | Did not submit required paperwork |



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 23-102 Agenda Date: 11/13/2023

Agenda Item Request:

Authorization for the County Manager to award the bid of Design and Renovation Proposal to WSP USA Environment & Infrastructure, Inc. for the building design services at the New Unified County Office Building, 27 Northport Dr, Portland, Maine.

Background and Purpose of Request:

Requestor: William Trufant, Director, Facilities Department

Cumberland County released an RFQ for Professional design firms to assist the County with its plan to design and renovate the newly acquired 27 Northport Drive Property. The County sought firms that have experience with design, construction management, administrative support and traditional project delivery methods.

Funding Amount and Source:

Cumberland County will use Funding from the American Request Plan under the Revenue Loss Category. The Revenue Loss Category allows Cumberland County to spend ARPA dollars on Government Services, which includes administrative facilities so long as funds are not used in a way that would conflict with or contravenes the purpose of the American Rescue Plan Act Statute.

Effective Date if Applicable:

11/14/2023



| TO: | Cumberland County Commissioners | | | |
|----------|---|--|--|--|
| FROM: | Bill Trufant, Facilities Director | | | |
| DATE: | November 6, 2023 | | | |
| SUBJECT: | TECT: New Unified County Office Building Design Award | | | |

Requested Action:

Award the Design and Renovation proposal for the New Unified County Office Building located at 27 Northport Drive in Portland to Professional design firm WSP

Background & Purpose of Request:

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 seeks to redesign 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, the Emergency Management Agency 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.

Cumberland County released an RFQ for Professional design firms to assist the County with its plan to design and renovate the newly acquired 27 Northport Drive Property. The County sought firms that have experience with design, construction management, administrative support and traditional project delivery methods.

The County received five proposals from the following firms: Gawron/Turgeon, Oakpoint Associates, Dirigo Architecture, WSP, and CHA. The selection team consisted of Sandra Warren, Compliance & Audit Manager, Travis Kennedy, Director of Public Affairs, and Bill Trufant, Facilities Director. The group evaluated all firms based on qualifications, overall experience with this type of project, along with cost control and corresponding references outlined within the proposals presented to the team. Upon review of all submissions, the team selected two firms to move forward for in person interviews and presentations. Those firms were WSP and CHA.

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Upon meeting with the firms noted above, both reflected significant insight into the County's needs and outlined their desire to work with the County. CHA has completed a number of projects that were comparable in size and highlighted their unique modern office design model. WSP, on the other hand, demonstrated extensive experience with designing and renovating existing government buildings and highlighted their ability to work with public funding constraints. They also have provided examples of a number of recent design and renovation projects that closely resembled what the County is trying to conduct at our Northport Drive building.

Funding Amount and Source:

Cumberland County will use Funding from the American Request Plan under the Revenue Loss Category. The Revenue Loss Category allows Cumberland County to spend ARPA dollars on Government Services, which includes administrative facilities so long as funds are not used in a way that would conflict with or contravenes the purpose of the American Rescue Plan Act Statute.

Effective Date: 11/14/23

Attachments:

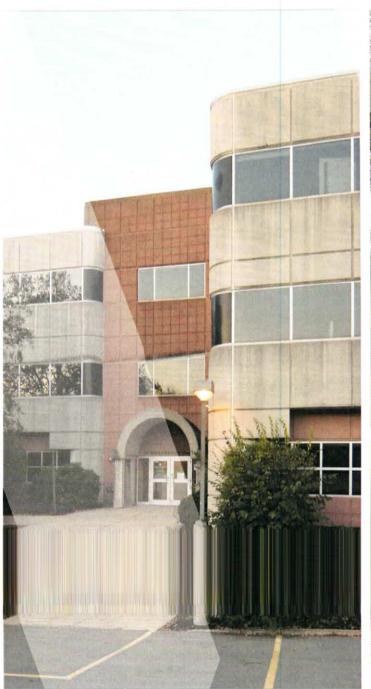
(Please list out any Attachments you're including)

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CUMBERLAND COUNTY Maine

Design and Renovation of a New Unified County Office Building









Letter of Interest

October 10, 2023

William Trufant, Facilities Director Cumberland County 142 Federal St., Ste 1 Portland, ME 04101 WSP USA Environment & Infrastructure Inc. 511 Congress Street Portland, ME 04101

wsp.com

(207) 910-1047

Subject: Design and Renovation of a New Unified County Office Building

Mr. Trufant:

WSP USA Environment & Infrastructure Inc. (WSP) has prepared this Statement of Qualifications (SOQ) to Cumberland County to provide architectural and engineering services for the Design and Renovation of a New Unified County Office Building. Our SOQ is in response to the "Request for Qualifications" and our understanding of the requirements for this project.

WSP brings to Cumberland County our commitment to creativity, functional efficiency, safety, and sustainability. Our work for Maine government agencies has included innovative space planning, renovation and new construction designs, and energy analysis across the State of Maine Bureau of Ceneral Services' and Maine Army National Guard's building portfolios. We have provided programming and space planning services for over 300,000 SF for the State of Maine and major renovation design for 220,000 SF at the Cultural Building and the DEP's office space in the Ray Building in Augusta.

This SOQ describes WSP's capabilities to assist clients with project planning and construction, assess and understand their building needs, perform office programming, conduct energy analyses, and provide detailed design for office renovation projects. We are fully qualified based on the key points below:

- We have local, recent, and relevant project experience with multiple Maine government agencies for developing and implementing programming and space planning for office building designs.
- We bring the expertise of a dedicated energy team with local subject matter experts to optimize building systems as part of renovation design.
- We have experience planning, designing, and executing complex renovation projects using a variety of project and construction delivery methods.

We appreciate your consideration of WSP's services and look forward to your response. If you have any questions regarding our SOQ, please contact Alissa Camire at (207) 910-1047 or alissa.camire@wsp.com.

Sincerely,

WSP USA Environment & Infrastructure Inc.

Alissa Camire, RA

Project Manager

alissa.camire@wsp.com

Elizabeth Huckins, NCARB, NCIDQ
Project Architect & Interior Designer
elizabeth.huckins@wsp.com

elizabeth.Huckins@wsp.com

Statement of Qualifications

WSP's architectural and engineering design team is experienced in working with - Maine government agencies and understands the complexities of completing renovation design projects.

WSP has prepared this Statement of Qualifications (SOQ) for Cumberland County's Design and Renovation of a New Unified County Office Building at 27 Northport Drive, Portland, Maine based on the provided "Request for Qualifications" and our understanding of the requirements for this project.

The project scope includes:

- Renovation design of a newly acquired County-owned office building.
- Programming and design of a modern, safe, efficient office building layout for 30,000+ square feet.
- Creating enough physical space across County-owned properties for all employees to work safely, also allowing County employees to be sited more effectively.
- Designing the space and building systems to reduce the spread of airborne pathogens.
- Bidding and construction phase architectural and engineering (A/E) services to support successful construction of the final approved design.
- Coordinating between Cumberland County and other pertinent parties throughout the design process and construction.

Key Qualifications

- The WSP Process
- Office Programming & Renovation Experience
- COVID-19 Related Office Design Expertise
- Dedicated Energy Team
- Quality Control & Integrated Design

A. Qualifications to Undertake this Project

WSP provides complete A/E services from assessment, planning and initial concept through final design, construction, and post-construction consultation. Our project experience covers a broad range of new construction and renovation projects, especially for administrative office space and state and federal government projects. Our most notable qualifications to undertake this project are our proven office programming and design process, renovation planning and design expertise, dedicated energy team, quality control (QC) review process, and integrated design.

The WSP Process

Our team has a reputation for tackling complex problems and being a partner for our clients throughout the design and construction process, helping them successfully execute projects. We understand every client has unique requirements and priorities for a specific project. We have a proven process for developing projects with frequent, open communication, and collaboration throughout design, including:

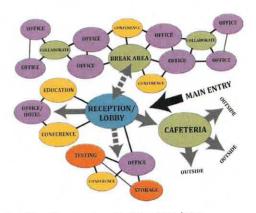
- Conducting site investigations and interviews.
- Identifying project goals and priorities and balancing them with project budgets.
- Evaluating alternatives and energy conservation measures, including life cycle cost analyses.



- Programming and space planning for optimizing space utilization and functionality and implementing client's space requirements for multiple agencies in one building.
- Developing and integrating fast track and/or phasing plans into the design and cost estimate.
- Developing detailed designs to achieve the project goals.
- Performing QC and constructability reviews throughout design to mitigate risk and reduce unforeseen conditions and delays during construction.

An interactive, collaborative, and integrated design process is critical for a project's success, and we recognize the need for and

benefit of regular progress touchpoints among the project team and with clients, in addition to key stakeholder meetings. Our practices of open communication and QC reviews carry forward from design into construction.



The WSP Team

Our Portland, Maine office has its roots as the former E.C. Jordan Company, founded in 1873; our current corporate identity as WSP began in 2022. Over the past 15 years, our local Maine architects, interior designers, engineers (including MEP, energy, fire protection, structural, and civil) and cost estimators have provided A/E design services for numerous Maine government projects. Our location in downtown Portland will allow us to quickly respond to this project's needs if an on-site presence or in-person meeting is required. Most of the team proposed for this project has been working together for more than eight years, including on Maine government projects.

As a large firm, WSP brings together a highly accomplished team of specialists in Maine, Boston and throughout the northeast that covers the entire spectrum of building design and engineering should additional expertise or resources be needed. We provide an integrated service offering nationwide experience and resources with a local presence. Our Maine team regularly collaborates on projects with staff across the country in a remote, virtual environment, which has developed a network of trusted partners for seamlessly executing projects if additional resources are needed.

An added benefit of WSP's size and diversity of services is our ability to leverage specialty consulting expertise and technical review for unique project requirements and supplement our local experience. Within WSP's northeast offices, our A/E team has access to specialized teams of building security, technology, and acoustic professionals who research and implement current technology trends and the latest, best-in-practice solutions. They are available to Cumberland County and our local team to support the Design and Renovation of a New Unified County Office Building.

An organizational chart of our team is provided below. Refer to **Section E** for additional information on our project team, and **Attachment A** for staff resumes.

CUMBERLAND COUNTY WSP Leadership Quality Control Manager Wendy Bruss, PE Michael Deletetsky, PE Principal-in-Charge Alissa Camire, RA Project Manager Elizabeth Huckins, NCARB, NCIDQ Project Architect **WSP Architectural Team** Elizabeth Huckins, NCARB, NCIDQ Interior Designer Dennis Hallissey, RA Functional Programming & Space Programming Jim Hoy, CPE Cost Estimator **WSP Engineering & Specialty Disciplines** Senase Kinti, PE Structural Engineer Andy Hebert, PE, LEED AP Mechanical Engineer Daniel Hurley, PE, LEED AP Electrical Engineer Jonathan Graham, CEM **Energy Engineer** Manisha Wadekar, CPP, PSP Security Design Tim Lehotsky Technology Design Cassey Stypowany Acoustic Design



Specialized Experience

Renovation Planning & Design

WSP's team specializes in existing building investigation, renovation, and repair design. Every renovation project begins with a site investigation to understand the existing building and systems impacted by the scope of work, as well as to identify critical life safety, accessibility, or performance concerns to bring to the client's attention. Our team regularly conducts comprehensive building condition assessments with prioritized repair recommendations and implementation plans as standalone projects to support clients' facility asset management planning. We bring the thoroughness of this process and the knowledge gained from assessing many different building types and systems to the investigation and pre-design planning phase of renovation projects.

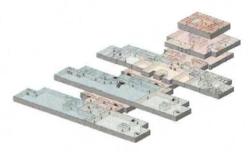
Leading our team is project architect and interior designer, Elizabeth Huckins, who specializes in office renovation design and has been recognized for her expertise, most recently for her hybrid office planning related to the COVID-19 pandemic. She has recorded a podcast on the Future workplace: humanising the office of tomorrow and presented at a Society of American Military Engineers' (SAME) conference in October 2022 on the Benefits and Strategies of a Hybrid Office Environment. Elizabeth is passionate about reusing existing buildings, and she embraces office design as an opportunity to promote employee health and wellness, attract and retain employees, and reduce individuals' and an organization's carbon footprint.

Elizabeth capitalizes on her qualifications as both an architect and interior designer to lead clients and multidiscipline teams in comprehensive planning for renovations and provides consistent understanding of the project history, goals, and priorities through design development, construction, furniture selection and procurement, and move-in. Along with key personnel identified for this project, Elizabeth has designed full office building renovations and interior office tenant improvements for commercial and government clients in Maine and nationwide.

WSP's team is also experienced in developing and implementing phased renovation projects due to funding limitations, to accommodate client occupancy requirements, and to accelerate construction timelines. We regularly collaborate with construction contractors as members of a design build team.

Refer to **Section C** for additional information on how WSP's specialized renovation planning and experience will be employed in the design of this project.











Building System & Energy Upgrades

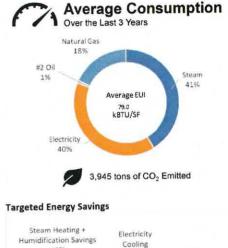
Office renovation projects typically impact building systems due to space reconfiguration, change in use of spaces, capacity and age of the systems, client energy efficiency goals, and current energy code requirements. The key staff assembled for this project understand the process for evaluating alternatives for building systems, performing energy and life cycle cost analyses, and developing designs to implement recommended improvements at facilities in Maine, and similar cold weather climates.

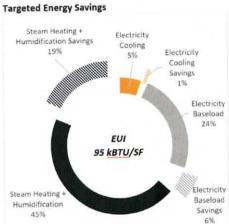
We recently designed a full office building renovation for the Maine Department of Environmental Protection's (DEP) Ray Building in Augusta. The Ray Building had limited renovations completed since the 1970s and required extensive building system repairs to meet current code and energy requirements, including adding a new fire suppression system to the four-story historic building. Our team uses three-dimensional Building Information Modeling (BIM) to coordinate system upgrades within the often-limited space in existing buildings.

Along with electrical system and lighting upgrades, building envelope repairs can have a significant impact on loads for HVAC systems and energy efficiency, especially if they include improvements for thermal performance. WSP performs energy audits and modeling as a standard part of our renovation design process to evaluate design alternatives and develop design solutions. Our lead energy engineer, Jonathan Graham, is a member

of our nationwide energy planning team, which has been providing energy auditing services for more than 25 years. Jonathan recently led a 2021 Installation Energy and Water Plan (IEWP) project for Maine Army National Guard facilities statewide as part of a federal resiliency planning program.

Refer to **Section C** for additional information on how WSP's specialized energy experience will be employed in the design of this project.





Quality Control (QC) & Integrated Design

Quality of our services is integral to the success of WSP's design projects. Quality review is an ongoing process throughout the performance of services to our clients that is facilitated by our integrated design approach. With standard A/E and specialty services all being offered internally, our team is experienced in taking a holistic design approach to delivering projects. The quality of our designs is further improved by WSP's corporate requirement for all submissions to clients to be independently discipline peer reviewed, followed by a coordination review for completeness and a constructability review.

- Peer review by senior technical professionals independent of day-to-day production.
- Overall coordination and constructability review by the QC Manager.
- Project management review for deliverable completeness in addressing project scope and any previous client comments.

Coordinated by quality control manager Michael Deletetsky, the WSP QC review process and integrated design approach results in a direct benefit to our clients in the reduction of unplanned costs to projects.





It is critical for the Cumberland County to have project costs accurately defined through all phases of the project. Your projects have funding limitations that cannot be exceeded, and it is crucial to continually review projected costs throughout design so potential areas of concern can be identified quickly and addressed. We will provide cost estimates at major design milestones of your project, in a level of detail appropriate to the project phase. The basis of the estimate will be developed during the schematic design phase and will be updated throughout the process of design development and contract documents.

The chart below provides some examples of our estimates for projects completed in the last five years.

Select WSP Projects - Estimate vs Bid Construction Costs

| Project Name | Estimate | Bid Amount | Difference | |
|--|----------|------------|------------|--|
| Maine Riverview Psychiatric Center Attic Sprinkler Extension, Augusta, ME (2019) | \$123.5K | \$89.9K | -27.2% | |
| Maine Columbia St. Fire Alarm Upgrades, Augusta, ME (2021) | \$91.1K | \$96.8K | +6.3% | |
| DLA Building 01846 Renovation, Naval Air Station Corpus Christi, TX (2021) | \$10.3M | \$9.9M | -3.9% | |
| Maine Cultural Building Phase 1: Early Abatement, Augusta, ME (2021) | \$2.8M | \$2.7M | -3.6% | |
| Maine Cultural Building Phase 2: Mechanical Upgrades & Museum Abatement, Augusta, ME (2022) | \$9.1M | \$17.1M* | +87.9% | |
| Maine DEP Ray Building Renovation, Augusta, ME (2022) | \$12.6M | \$14.5M* | +15.1% | |
| Maine Army National Guard, Field Maintenance Shop #1, Saco, ME (2022) | \$18.6M | \$24.6M* | +32.2% | |
| Georgia-Pacific Terminal Warf Repairs, Long Beach, CA (2023) | \$3.9M | \$3.6M | -7.7% | |

*Project was issued for bid in the first half of 2022 and was subject to the volatility of the bidding environment at the time due to geopolitical and economic events, including supply chain problems. The design-phase cost estimate could anticipate some of these factors but not their combined effect on the additional costs and risks reflected in construction bids.

The chart below provides some examples of cost per square foot for construction projects completed in the past two years, excluding site costs and professional fees:

Select WSP Projects - Construction Costs per Square Foot

| Project Name | Project Type | Cost per SF |
|--|--|-----------------------------------|
| DLA Building 01846 Renovation, Naval Air Station Corpus Christi, TX | Office/Warehouse Renovation | \$65/SF (\$225/SF Office Only) |
| Maine Cultural Building Phase 1 & 2: Asbestos Abatement & Mechanical Upgrades, Augusta, ME | Museum/Library/ Archives Renovation | \$185/SF |
| Maine DEP Ray Building Renovation, Augusta, ME | Office Renovation | \$246/SF |
| Maine Army National Guard, Field Maintenance Shop #1, Saco, ME | New Construction | \$485/SF |

WSP believes it is critical to define accurate estimates at schematic design, providing the cost basis during the project design to review costs and trends and assist in decision making. During the design process we can identify alternate bid items for pricing, giving you control over the actual contract award amount and maintaining your budget. We recognize the importance of accurate cost control and estimating, and our cost estimators are fully integrated into our A/E design process, from initial planning through project development, design, and construction.

Our estimators work with our A/E team to design within the project budget and funding limitations, including:



- Discussing cost saving alternative design and detailing solutions, including phasing if needed.
- Comparing the overall design and components against actual construction costs of past projects.
- Assessing impacts of the current bidding environment, including contacting local subcontractors and vendors to anonymously discuss budgetary costs.
- Providing appropriate contingency and mark-ups.

Our cost estimators are active members of the American Society of Professional Estimators (ASPE) and meet the GSA requirements for Ethics and Due Diligence Expectations.

"There were very few requests for information from the contractor during construction. The completeness and clarity of the documentation resulted in a very successful construction project that was completed ahead of schedule." Justin Zagorski, Contracting Officer US General Services Administration



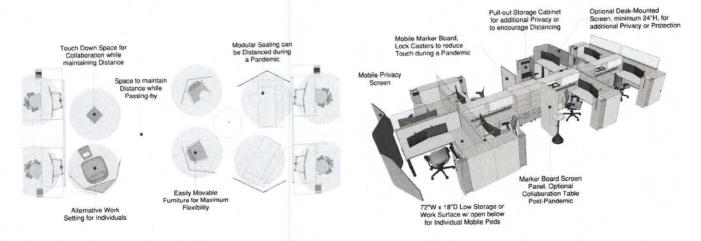
C. Questions that Demonstrate WSP's Capabilities

1. How have the recent challenges with COVID 19 changed the way you plan to design the physical layout?

Project architect and interior designer, Elizabeth Huckins, has led WSP's team in partnering with multiple clients over the past three and a half years to help them address public health concerns through the physical design of their office spaces. In the early stages of the COVID-19 pandemic, Elizabeth led a study for the State of Maine Bureau of General Services to identify potential impacts of how a pandemic may affect office space needs and configuration. Refer to Part D for an overview of the programming and space planning project for two State agencies that included this study. Some information from the study is included below to address this question.

The U.S. Center for Disease Control refers to The National Institute for Occupational Safety and Health's (NIOSH) framework for the "hierarchy of controls" to reduce the likelihood of virus transmission among office workers. Engineering controls to isolate staff from a hazard are the most effective and appropriate control measure to apply to office settings during a pandemic, in combination with administrative controls (rules and behaviors) and personal protective equipment, when necessary. Some strategies for incorporating engineering controls into office design include:

- Increasing the distance between people through larger circulation paths and gathering areas.
 - These spaces also facilitate casual interactions among coworkers and alleviate the congestion felt in traditional/historic open office layouts as density has increased overtime.
- Creating a flow of spaces that naturally lends itself to one-way or distanced circulation habits.
- Providing physical and perceived barriers to separate individuals for public health and personal comfort, which can be partitions or functional furniture such as storage components.
 - These barriers should not compromise human comfort and connectivity or the long-term functionality and aesthetics of the workplace (such as the clear plastic barriers that were prevalent during the height of the COVID-19 pandemic).
- Orienting workspaces so individuals do not face each other.
- Providing flexible furniture, such as movable partitions, screens, and panels, that can easily be moved and reconfigured to allow individuals or groups to separate themselves.
 - Flexibility can be facilitated using modular, free-standing furniture components that can be easily modified and rearranged.
- Configuring mechanical systems and distribution to control air flow patterns and achieving a greater standard of ventilation.
- Providing higher levels of filtration, and potentially ultraviolet treatment, in mechanical systems.





While the physical space can be designed and configured to mitigate the impact of a public health emergency and reduce the likelihood of disease transmission, planning for long-term adaptability and flexibility will reduce the cost impact during transition periods and future reconfigurations.

The prevalence and acceptance of working remotely during the COVID-19 pandemic also has had an impact on physical space design and patterns of workplace use. A hybrid office considers how individuals interact at work; it is a space designed to accommodate flexibility and provide choice in where and how people work. The contemporary office space must incorporate easy-to-use technology to facilitate collaboration. The features of a hybrid office benefit all users even if remote work is not widely practiced, providing a variety of spaces with different levels of privacy, collaboration, and ergonomics. Design for offices today recognizes the need for enclosed breakout and private spaces. The resulting program requirements can result in the need for expanded space beyond historic rules of thumb rather than reducing space, with the added benefit of alleviating congestion and noise in the office.

When considering the physical office from a public health or hybrid work viewpoint, individuals should be made aware of and be mindful of the intent of the space configuration and follow established protocols and expected behaviors for the space to be successful and support productive activities. Experience gained from these planning exercises has become part of our design toolbox and are often best practice. These concepts and strategies continue to be considered during our programming and space planning efforts, and they inform our approach to office design as appropriate.

2. What are some lessons learned on past projects, which you would incorporate in projects of this type?

- Engage with compliance and regulatory agencies early in the process. Clear definition and understanding of the process and concerns will make things go more smoothly as the project continues.
- Develop an in-depth knowledge and understanding of the site, including its history and development. This can aid in due diligence reviews to anticipate potential unforeseen conditions that are part of renovation projects.
- Evaluate the project budget at the beginning of the project to determine a general approach to meeting it. If it does not appear to be realistic, have open and honest discussions to resolve the issue before moving further into the design process.
- Communicate clearly with the client on out-of-scope items, regardless of budgetary constraints, that may impact the project or future work at a facility, such as code or construction issues based on due diligence review.
- Include furniture design and layout in the space planning and conceptual design process even if detailed furniture design and specifications are not part of the team's design scope. This will ensure the built space is designed to work with and accommodate the furniture requirements, and the design team and client have a mutual understanding of how the space will be used.

3. How do you design acoustics, low noise levels, and quiet building systems?

Acoustic design is essential to a successful office design and must be addressed through multiple aspects of a project, from built elements and equipment and distribution systems to furnishings. WSP's acoustic design services focus on maximizing the intelligibility of speech, ensuring privacy and confidentiality, as well as reducing the negative impact of equipment noise, sound transmission between spaces, and overall background noise. Our specialists advise on the type and level of acoustic construction needed depending on the function of the space and type of noise expected to be encountered, such as how to control noise and vibration from mechanical equipment rooms and adjacent noise-sensitive spaces. Four key factors affect the overall acoustic design of a building:



- Interior Sound Isolation reducing noise transmission between interior spaces.
- Exterior Sound Isolation reducing noise ingress from the surrounding environment.
- Interior Room Acoustics designing a space to have appropriate levels of sound absorption (soaking up sound), sound reflection (sound reflecting off hard surfaces back into the room), and/or diffusion (scattering of reflected sound).
- Background Noise controlling airborne and structure-borne noise from mechanical-electricalplumbing (MEP) systems inside the building, as well as noise projected out to adjacent properties.

Sound-rated wall and floor construction are commonly used in acoustic design for spaces such as equipment rooms, private offices, and conference rooms. Noise from building systems can be further reduced through duct insulation, equipment isolation pads, and correct system balancing. An open office

layout requires a different approach to limit noise and allow for focus work. Some strategies for acoustic design for open offices include:

- Ceilings with a higher noise reduction coefficient (NRC) than commonly installed in older offices.
- Electronic sound masking systems.
- Soft, sound absorbing finishes beyond carpet, such as wall panels, furnishings, and area dividers.
- Desk-mounted privacy screens that raise and lower with height adjustable desks.
- Easily moveable screens to serve as area dividers or enclose an individual or group of workstations.
- Break-away work settings for group collaboration that may be noisier and distracting.
- Enclosed huddle spaces, call-rooms, privacy nook-type furnishings, and phone booth-style spaces for louder conversations, virtual meetings, or tasks requiring deeper focus than typical.



4. Please describe unique aspects your firm may employ in the design of this project.

Proven Programming Process & Tools for Government Agencies

The WSP programming, architecture, and interior design team proposed for this project has been working together and specializing in office programming and space planning since 2016. Our team has programmed over 500,000 SF of office space in seven years, including across eight space planning projects for State of Maine government office space. Through these projects, we have developed a proven, effective, and efficient process and tools to facilitate and execute programming and space planning for government agencies as the initial step of the renovation design process. Project architect and interior designer, Elizabeth Huckins, is skilled in leading successful planning charrettes and stakeholder meetings, capable of addressing and diffusing conflicting opinions from different agencies or user groups.

Elizabeth worked with functional and space programmer, Dennis Hallissey, on developing an approach to implementing a hybrid office design, which included studying how to optimize space utilization and functionality for redesign of State of Maine agencies' office spaces. This experience is directly related to the planned office renovation at 27 Northport Drive; it will benefit Cumberland County by providing a proven approach to implement multiple County agencies' programming and space requirements efficiently in the new space.



Pre-Design Planning & Budget Analysis

WSP's general design process and specialized renovation design experience are described in **Section A**. While conducting initial site investigations for this project, we will employ our extensive experience conducting facility condition assessments to develop an in-depth knowledge and understanding of the site, including its history and development. This will provide our team with the information needed for the next steps in pre-design as well as form the basis of design development.

The pre-design planning process sets project up for success by clearly defining the extents of renovation scope and establishing mutual understanding of scope and expectations across the project team. Our cost estimators are involved in every step of the planning process, helping the design team develop alternatives with associated rough order of magnitude costs for evaluation. Our team has successfully employed this process on multiple renovation projects, establishing a clear path forward for the design:

- Workshops and stakeholder meetings.
- Functional and space programming.
- Conceptual floor plans with preliminary furniture layouts.
- Energy modeling and analyses.
- Life cycle cost analyses.
- Evaluation of alternative solutions for building systems.
- Overall project budget analysis with prioritized recommendations to finalize renovation scope.
- Establish project milestones and schedule through design and construction.
- Evaluate alternative project and construction delivery methods, if appropriate.

Project Delivery & Construction Approach

WSP understands Cumberland County is pursuing an aggressive timeline for design, construction, and move-in for this project. Members of our cost estimating and project management teams have backgrounds in the construction industry and regularly develop estimated construction schedules as part of our design-phase deliverables. This helps our team have early and on-going conversations with clients about critical path, long lead-time items, and impact of different design decisions. We can also identify opportunities for fast tracking or phasing portions of the project to accelerate the construction timeline.

Our design team is experienced renovating government buildings where building systems and design are often approached as core and shell components versus tenant space components. A similar approach could be employed for this project to accelerate design and delivery for major equipment that can have long lead times. Fit and finish of the office spaces could further be design and delivered on a floor-by-floor basis, allowing a contractor to systematically move through the renovation. These are just a few examples of options for accelerating the overall project timeline that WSP can help the County evaluate during the pre-design planning process.

Our team is also experienced and comfortable working collaboratively with contractors in a traditional A/E construction administration capacity and as part of design-build teams. We have developed design-build requests for proposals for renovation projects, which may be useful in issuing early bid packages where the design is not yet fully detailed but construction requirements must be clearly articulated for bidding. We also have a dedicated construction management team available to advise on constructability.

Project manager, Alissa Camire, has assisted the State of Maine in navigating the construction phase of the complex renovation project at the Cultural Building in Augusta. Based on availability of funding, additional design scope was added during construction, and Alissa managed coordinating the design and construction administration efforts of the A/E team. She worked with the client and contractor to understand construction critical path and managed WSP's response to support the needs of the project



on a day-to-day basis. This demonstrates WSP's commitment to being a partner for County from design through construction for successful implementation of design and project requirements.

Energy Planning & Design

WSP performs energy audits and modeling as a standard part of our renovation design process to evaluate design alternatives and develop design solutions. Our specialized energy expertise described in in **Section A** will have the following benefits to Cumberland County and this renovation project.:

- Using our proprietary energy analysis and calculation tools, we can quickly evaluate the impact and savings for implementing energy conservation measures, such as exterior wall insulation, window replacement, lighting replacement and HVAC equipment and control upgrades.
- Our methods and tools have been proven to work through measurement and verification of designs resulting from many of our energy audits; this data has been incorporated into our system for continuous improvement of our energy analyses.
- We will use relevant energy audit and analysis tools to inform the design for this project and help Cumberland County contribute to the State of Maine's mandate to reduce greenhouse gas emissions and achieve carbon neutrality by 2045.

Quality Control Reviews

WSP understands the quality of our designs and deliverables is crucial to the successful execution of resulting construction projects. Our QC review process outlined in **Section A** is unique in its rigor and how consistently it is applied across our projects. It is engrained in our team and our design and construction administration processes, and it will be employed throughout the course of this project.





D. General Project Experience

WSP has broad experience providing A/E services for preliminary project programming and planning, integrated multi-discipline office renovation design, and construction administration. Representative A/E projects demonstrating our team's planning and design, accessibility and energy upgrades, and local Maine government design capabilities are provided on the following pages.



Maine DEP Ray Building Renovation, August, ME



Project Relevance

- Full Renovation Design
- Programming and space planning
- Stakeholder Meetings
- Workshops to Review Goals & Objectives
- Space Layouts for Offices
- Energy Efficiency Goals
- ► Furniture Specifications
- HVAC, Controls, & Lighting Replacement
- Telecommunications & Security Design

Client/Customer: Maine Bureau of General Services

Project Value \$15.2M (\$246/SF) 4% Change Orders

Project Size: 60.000 SF

Completion Date: 2022 (Design Phase) Est. Feb. 2024 (Construction)

Client Contact: Maine BGS, Jill Instasi, Project Manager (207) 624-734 WSP designed a full renovation to the 60,000 SF Ray Building for the Maine Department of Environmental Protection (DEP). The scope included assessing existing conditions, functional programming to develop space requirements, space planning, and developing a conceptual layout for the full renovation design. Our team led a series of goal setting and planning workshops to gather end-user feedback and form the basis of the space program. Discussions of a hybrid workplace, occupant comfort, and air quality were integral to the design process, which occurred during the COVID-19 pandemic while DEP staff were working remotely.

Following programming exercises with stakeholders, WSP developed a conceptual layout for the extensive renovation, which included spatial reconfigurations, building systems, fire protection, envelope upgrades, accessibility upgrades, finishes, and furnishings. The team evaluated

building system alternatives, conducted a budget analysis, and reviewed prioritized recommendations with the client to establish a renovation scope within the available funds.

The interior spaces included private and open office space; conference and collaboration rooms; ADA compliant restrooms; break rooms; storage, file, and utilities rooms; and lab space. The scope included building envelope enhancements to improve energy efficiency while considering historic features and thermal comfort. WSP designed a full replacement of the building's mechanical systems. Electrical scope included complete replacement of the building's lighting, power, telecommunications, security, access control, and audio/visual systems.

WSP is supporting this project during construction, working with the contractor to cost effectively resolve unforeseen conditions









Ocean Gate Plaza Office Renovation, Portland, Maine



Project Relevance

- Full Office Renovation
- Programming and space planning
- Review Space Utilization
- Furniture Specifications
- HVAC, Controls, & Lighting Replacement
- Building Energy Upgrades
- Sound Masking Acoustic Design

Client/Customer: Wood E&I

Project Value: \$850,000 (\$77/SF) Change Orders N/A

Project Size: 44,000 SF Programmed 11,000 SF Renovation

Completion Dates: 2019

Client Contact: Jayme Connolly (207) 205-3155 For this three-story tenant improvement, the WSP team developed programming and concept layouts including furnishings, followed by detailed design for permitting and construction documents. Renovated spaces included office areas, break rooms on each floor, and a variety of meeting spaces accommodating two to three individuals up to 100.

WSP led planning charrettes for 140 staff and conducted occupancy studies for offices, meeting rooms, and common space. Conceptual alternatives for space layouts and furnishings were developed, evaluated, and refined into a preferred alternative. The detailed design included finish selections, and furniture design, selection, and procurement. WSP facilitated the permitting submissions, and during construction, the team worked with the contractor and landlord to control costs and value engineer while maintaining a high level of quality and performance for the finished space.

The office was designed as a prototype, exploring alternative work environments

and workstation configurations. Furnishings were selected to maximize flexibility and future reconfiguration to accommodate growth. Common areas were designed for multi-purpose and offered a variety of seating and worksurface options. Operable partitions allowed for meeting rooms to be reconfigured for larger groups.

Separate mechanical systems were provided for independent control of larger meeting spaces, consisting of heat pumps and a heat recovery ventilator to improve energy efficiency. Lighting was replaced throughout with LED fixtures that qualified for Efficiency Maine rebates. The fixtures are wirelessly controlled and incorporate daylight harvesting and occupancy sensors on each fixture.

This project established the office planning process and programming tools our team has successfully implemented for numerous projects since and continues to use today.







DLA Building-01846 Renovation, Naval Air Station (NAS) Corpus Christi, TX



Project Relevance

- Full Renovation Design
- Programming and space planning
- Conceptual Test Fit Plans
 Space Layouts for Offices
- Condition Assessment
- Scope & Budget
 Development for Funding
- HVAC, Controls, & Lighting Replacement
- Telecommunications & Security Design
- Integrated Design

Client/Customer:

U.S. Air Force Civil Engineer Center & DLA Distribution

Project Value

\$11.8M (\$225/SF Office Only) 6% Change Orders (Bldg)

Project Size:

20,000 SF (Office Only) 163,000 SF (Whole Bldg)

Completion Date:

2021 (Design Phase) Est. Jan. 2024 (Construction)

Client Contact:

DLA, Mayank Shah Project Manager mayank.shah@dla.mil Building-01846 houses the Defense Logistics Agency (DLA) Distribution command and administration offices for operations at NAS Corpus Christi within a larger conditioned warehouse building. Initially WSP was contracted to conduct facility condition assessments following Hurricane Harvey and design repairs related to storm damage, primarily due to flooding in the office areas. Damage was extensive, so WSP worked with DLA to reprogram their two-story office space and develop concept layout options for consideration prior to proceeding with the renovation design.

During the assessment, the design team identified critical life safety deficiencies relating to fire-resistance-rated separation of building occupancies, accessible means of egress, and unenclosed egress stairwells. DLA expanded WSP's scope of work to include a full renovation design of the administrative offices to address the life safety concerns and provide complete electrical, mechanical, and plumbing system upgrades. The design relocated restrooms stacks to provide an accessible configuration and improve access from both the offices and the warehouse space. The office space was configured to optimize flow and security between the offices and warehouse. Mechanical equipment was located on a new

elevated platform in the warehouse due to limited ceiling space and to avoid risk of damage on the roof from windborne debris. The office design also included IT and security upgrades.

The multi-discipline renovation design scope also included replacement of warehouse air handling units on new equipment platforms suspended from the roof; complete replacement of the building fire sprinkler and alarm systems; a building addition to house a fire pump; site utility work to increase water

service and electric supply to the building; and temporary office trailers on-site to serve as swing space during construction.

WSP developed cost estimates and prepared federal funding request documentation, DD Form 1391. The team coordinated with DLA Headquarters' project management staff, local DLA staff, and Navy facilities to phase construction to limit impact on the warehouse operations and command mission. WSP provided full construction administration services, including onsite observation.





Maine DOE & OAG Planning Charrettes, Cross Office Building, Augusta, Maine



Project Relevance

- Pre-Design Planning
- Review Space Utilization
- Stakeholder Meetings
- Programming and space planning
- Conceptual Test Fit Plans
- Office Space Layouts
- Hybrid Office Design
- Public Health Guidelines for Office Design

Client/Customer: Maine Bureau of General Services

Project Value: N/A, Furniture cost unknown

Project Size: 25,800 SF (DOE office) 37,000 SF (OAG Office)

Completion Dates: 2020

Client Contact: Maine BGS Marsha Alexander Project Manager (207) 624-7356 WSP provided programming and space planning for two agencies in the Cross Office Building, the Department of Education (DOE, on the fifth floor) and the Office of the Attorney General (OAG, on the sixth and seventh floors). The spaces had reached capacity in their current configuration.

WSP documented the current space utilization and led planning charrettes with representatives from each agency to identify goals, objectives, challenges, opportunities, and key functional and spatial programmatic requirements. Using our proven process and tools, we developed a detailed space program for each agency, identifying spatial efficiencies in the existing office layouts. The programs included requirements and adjacencies for each division as well as shared spaces.

As space programs were being finalized, the COVID-19 pandemic began. The client requested additional planning services to develop a telework model for each agency and identify resulting changes in programming requirements and space needs for a hybrid workplace. The study included identifying potential impacts of how

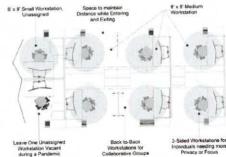
Section in the COVID-19 pandemic began.

The client requested additional planning services to develop a telework model for each agency and identifying changes in programming requirements and space needs for a hybrid workplace. The study included identifying potential impacts of how

Section in the coving pandemic began.

a pandemic may affect office space needs and configuration. The team researched relevant public health and industry guidelines for pandemic response as they pertain to space planning. The findings were documented in the program reports, including the specific implications for the DOE and OAG's spaces.

WSP prepared typical layouts for workstations, private offices, and conference rooms to provide multi-purpose functionality and a flexible, long-term solution to furniture needs and space planning. Furniture components were selected to provide a flexible, functional, and welcoming office space while addressing safety concerns. We developed test-fit layouts demonstrating how the DOE office could be reconfigured within their existing space, with an approximate 20 percent reduction in required space. This made space available on the fifth floor to meet the OAG's additional space needs. The team also developed conceptual layouts to improve spatial efficiency within the OAG's existing offices spaces.





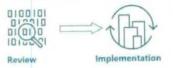


Maine Telework Hybrid Office Pilot Project, Augusta, Maine









Project Relevance

- Programming and space planning
- Stakeholder Meetings
- Space Layouts for Offices
- Hybrid Office Design
- Review Space Utilization
- Pre-Design Planning
- Public Health Guidelines for Office Design
- Implementation for Government Agencies

Client/Customer: Maine Bureau of General Services

Project Value: N/A, Furniture cost unknown

Project Size: 6,200 SF (BHR office) 35,000 SF (IFW office)

Completion Dates:

Client Contact: Maine BGS Marsha Alexander Project Manager (207) 624-7356 WSP provided programming and space planning services for a pilot project to establish a process for determining the types and quantity of spaces a State agency needs when implementing staff teleworking plans. We prepared an introductory pamphlet on Space Planning for the Hybrid Workplace for communication with Department Commissioners and their agencies. The pamphlet included definitions of the hybrid office, a summary of the State's telework policy, an explanation of the planning process, public health guidance, and examples of types of office space.

For the pilot project, WSP assisted two State agencies in determining an appropriate telework approach and hybrid office model for their staff, workflow, and spaces. The design team led kick-off meetings with each agency, Bureau of Human Resources (BHR) and Department of Inland Fisheries and Wildlife (IFW), sharing the introductory pamphlet and

orienting stakeholders to the space planning process. The kick-off was followed by an on-site meeting and tour of each agency's existing office space to discuss

relevant options for a telework hybrid office approach and to gather preliminary information to inform programming.

WSP developed detailed space programs for the two agencies, identifying required spaces, usage, occupant capacity, square footage, and circulation. The resulting space programs served as a basis for identifying the extent of modifications needed to the space. We compiled an executive summary documenting the total space needs and critical requirements. WSP went on to develop a conceptual layout for BHR's office space on the fourth floor of the Cross Office Building in Augusta.

We applied our proven office programming process and tools to this project, resulting in clear information and consistent, useful deliverables for the client. We led organized meetings, listening to stakeholder feedback throughout the planning process, which led to an actionable final space program.







E. Profiles of Key Personnel

Organization of Team & Profiles of Key Personnel

The organization of our proposed A/E team and qualifications of key project personnel as they relate to this project are highlighted below. Resumes for our key staff further demonstrating their qualifications, training, and experience are provided as Attachment A.

| Role/Discipline | Name | Experience | Relevant Qualifications & Responsibilities | | |
|---|------------------------------------|------------|--|--|--|
| Principal in Charge | Wendy Bruss, PE | 23 years | Experience in engineering design and leading multi-discipline design teams in successful project execution Responsible for contractual oversight and overall performance of project team | | |
| Project Manager | Alissa Camire, RA | 17 years | Experience managing design development and team coordination, including on Maine government projects Responsible for management of project team | | |
| Project Architect & Interior Designer | Elizabeth Huckins, NCARB, NCIDQ | 17 years | Expertise in space planning and office design including pandemic mitigation measures and 7 years working with Maine government agencies Experience on multiple ADA, energy efficiency, office renovation projects, including furniture design Responsible for overall design, discipline coordination, and interior design | | |
| Functional Programming & Space Programming | Dennis Hallissey, RA | 14 years | Experience in programming and space planning for office spaces, including 5 State of Maine agencies Responsible for functional and space programming | | |
| Cost Estimator Jim Hoy, CPE | | 37 years | Developed cost estimates for more than 15 Maine government projects in the past 8 years Responsible for estimating probable cost to construct and assisting team in aligning design with budget | | |
| Quality Control Manager Michael Deletetsky, PE | | 42 years | More than 35 years involvement in construction oversight including project quality control reviews for Maine state and municipal governments for 25 years Army Corps of Engineers Construction Quality Management training Responsible for project quality reviews | | |
| Structural Engineer Senase Kinti, PE | | 24 years | Expertise in structural design and reinforcement for government and State of Maine projects Responsible for all elements of structural design | | |
| Mechanical Engineer Andy Hebert, PE, LEED AP | | 42 years | Expertise in energy efficient mechanical and plumbing design for government projects Responsible for the mechanical and plumbing design | | |
| Electrical Engineer Daniel Hurley, PE, LEED AP | | 34 years | Expertise in electrical engineering for government renovation and new construction projects Responsible for lighting and electrical design | | |
| Energy Engineer Jonathan Graham, CEM | | 11 years | Experience on energy audit, energy planning, controls, and mechanical design projects for Maine projects Responsible for energy modeling and analyses | | |

| Role/Discipline | Name | Experience | Relevant Qualifications & Responsibilities |
|----------------------------------|------------------------------|------------|--|
| Security Design | Manisha Wadekar, CPP, PSP | 20 years | Expertise in physical and technological security design focused on integrated, future-ready solutions Responsible for security design |
| Technology Design | Tim Lehotsky | 30 years | Experience in building information technology, IT Infrastructure design, and project management. Responsible for low-voltage, information technology, and audio-visual design |
| Acoustic Design Cassey Stypowany | | 11 years | Experienced in developing cost-effective strategies for minimizing noise and vibration impacts. Responsible for acoustic design consulting |

WSP has full A/E resources located in New England if additional technical resources are needed to support this project design. The key personnel identified above will be supported by technical design staff experienced in renovation projects, as well as registered architects and engineers providing independent technical reviews as part of our quality control program. Additional team members, such as a WSP fire protection engineer or civil engineer, will be included on the project team depending on the project requirements.



F. Workload Projection

WSP understands that this project is expected to begin the fourth quarter of 2023. The WSP team is prepared to begin the project promptly upon contract award.

Current Workload of our Team

The staff members assigned to this project have been selected based not only on their technical abilities and experience, but also on their availability and ability to respond quickly to client needs. Their project commitments and availability are regularly reviewed as part of our resource management. Our team's current design workload includes various projects for the USPS, US Fish and Wildlife Service, and US Air Force. Several of our larger projects have transitioned into construction phase, resulting in a lower workload and availability of the design team selected for this project.

Ability to Absorb this Project

With more than 200 A/E professional staff in our Portland and Boston offices, WSP has the technical ability and staff availability to handle multiple projects concurrently. Our New England offices have been increasingly collaborating on local projects, facilitated by seamless digital connectivity and proximity for easy in-person teamwork. The WSP team is committed to providing the necessary staff and resources to expeditiously complete each phase of this project. Based on our current resource management projections, we have the capacity and staff available to support the services requested for the duration of the project.



Attachment A - Resumes of Key Personnel

Resumes for the following key staff are provided after this page:

Architectural Team

- Principal in Charge Wendy Bruss, PE
- Project Manager Alissa Camire, RA
- Project Architect & Interior Designer Elizabeth Huckins, NCARB, NCIDQ
- Functional Programming & Space Programming Dennis Hallissey, RA
- Cost Estimator Jim Hoy, CPE
- Quality Control Manager Michael Deletetsky, PE

Engineering & Specialty Disciplines

- Structural Engineer Senase Kinti, PE
- Mechanical Engineer Andy Hebert, PE, LEED AP
- Electrical Engineer Daniel Hurley, PE, LEED AP
- Energy Engineer Jonathan Graham, CEM
- Security Design Manisha Wadekar, CPP, PSP
- Technology Design Tim Lehotsky
- Acoustic Design Cassey Stypowany



Wendy Bruss, PE

Principal-in-Charge

Experience

Industry: 23 years

WSP: 10 years

Education

MS, Civil Engineering, University of South Carolina, 1998

BS. Civil Engineering, University of South Carolina, 1995

Professional Qualifications

Professional Engineer, Civil Engineering, NC No. 036005, SC No. 30675, SD No. 7753

Professional Memberships

American Institute of Steel Construction (AISC)

Trainings

Society of Professional Rope Access Technicians (SPRAT), Level I Certification

Areas of Expertise

Project Management Design Management Schedule & Budget Management Structural Engineering Facility Assessment **Technical Specifications**

Office Location

Portland, Maine

Phone & Email

(704) 357-5533

Wendy.Bruss@wsp.com

Career Summary

Wendy leads WSP's Portland, Maine Design Center. She is a structural engineer with 23 years of industry experience including new construction and building remediation, project management, and consulting on a variety of commercial, institutional, and residential structures for both public and private sector clients. In her engineering role, Wendy evaluates and designs repairs for existing structural systems of buildings and other structures showing signs of material degradation, overloading, excessive deflections, improper construction, inadequate design, and structures requiring change of occupancy or building code updates. As Design Center lead, she oversees project contract execution and manages staffing and resources for projects.

Project Experience

Principal-in-Charge

State of Maine - Ray Building Renovation, Augusta, ME

Oversaw financial management and resources during construction. WSP designed a full renovation of the 60,000 SF historic building that houses the Maine DEP's office spaces, public access file room, and biology lab. Design included historic window replacement, brick repair, and site drainage repairs.

Principal-in-Charge

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Oversaw financial management and resources during construction. The project is for the renovation of the 160,000 SF building that houses the Maine State Museum, Library and Archives.

Project Manager / Structural Engineer

National Park Service - Perry's Victory & International Peace Memorial, Put-In-Bay, OH

Served as primary client contact and managed design team's effort. Provided structural investigations and repair recommendations. WSP performed an existing conditions assessment of this 352-foot tall column, underground support spaces, associated plazas and walkways, and landscaped grounds. WSP's multi-discipline team is designing repairs to rehabilitate the plaza and underlying structure.

Structural Engineer

DLA Building-01846 Renovation, Naval Air Station (NAS) Corpus Christi, TX Conducted structural facility conditions assessment and prepared recommendations for repairs. Developed structural design for replacement of non-code compliant metal pan stairs. WSP's design team identified critical life safety deficiencies relating to fire-resistance-rated separation of building occupancies, accessible means of egress, and unenclosed egress stairwells. DLA expanded WSP's scope of work to include a full renovation design of the administrative offices to address the life safety concerns and provide complete electrical, mechanical, and plumbing system upgrades. The design included replacement of warehouse mechanical units on equipment platforms suspended from the roof framing.



Alissa Camire, RA

Project Manager

Experience

Industry: 18 years WSP: 16 years

Education

Bachelor of Architectural Engineering Technology, Wentworth Institute of Technology

Professional Qualifications

Registered Architect, ME, ARC4352

Areas of Expertise

Project Management
Design Management
Schedule & Budget
Management
Facility Assessment
Architectural Design
Technical Specifications
Cost Estimating
Office Location
Portland, Maine
Phone & Email
(207) 910-1047
Alissa.Camire@wsp.com

Career Summary

Alissa leads Portland's Project Management and Delivery Team. She has 17 years of architectural experience ranging from historic preservation to heavy industrial, with a more recent focus on Federal multi-discipline projects. Her involvement in design includes site investigations, code studies, programming and schematic design, contract documents, specifications, report writing, 3D renderings and presentation materials. Alissa is a capable project manager and design manager with a focus on projects that require multi-discipline coordination and attention to technical detail. She has strong written and verbal communications skills both with her team and clients and is committed to executing projects that deliver on scope, on schedule and on budget.

Project Experience

Project Manager

State of Maine - Ray Building Renovation, Augusta, ME

Managed design team's effort during construction. WSP designed a full renovation of the 60,000 SF historic building that houses the Maine DEP's office spaces, public access file room, and biology lab. Design included historic window replacement, brick repair, and site drainage repairs.

Project Manager

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Managed design team's effort and served as primary client point of contact during construction. Assisted client in resolving construction phase challenges and managed over \$7 million of client-requested scope additions during construction for this complex multi-discipline renovation. The project is for the renovation of the 160,000 SF building that houses the Maine State Museum, Library and Archives.

Project Manager / Lead Designer

Milton CAT - Sales, Service and Warehouse Facility, Londonderry, NH Worked directly with the Project Architect from site selection through construction documents to design a new showroom, sales and service facility for Milton CAT. Responsible for leading the design charrette and guiding the client through major project decisions. Transitioned to project manager during construction and led the project through completion.

Project Manager

US General Services Administration, Alares, LLC, Federal Building Program Development Study, Burlington, VT

Managed design team in developing the Program Development Study (PDS). Coordinated site investigation and accessibility review. Oversaw finalizing the PDS and addressing government comments. WSP provided architectural, structural, and civil investigation and design for the study of building envelope, site, and common spaces at the six-story, 169,000 SF building. Estimated construction cost was \$111M



Elizabeth Huckins, NCARB, NCIDQ

Project Architect & Interior Designer

Experience

Industry: 17 years WSP: 11 years

Education

Bachelor of Architecture, Carnegie Mellon University, 2005

Professional Qualifications

Registered Architect, ME, ARC4338 Registered Architect, RI, MA, NY, PA, GA, IL, OR,

NCARB Certificate, 70717

HI. AK

NCIDQ Certificate, 30600

Areas of Expertise

Architectural Design Interior Design Office Renovations Hybrid Office Planning Programming / Space Planning

Technical Specifications

Furniture Specifications

Facility Assessment

Code Reviews and Accessibility

Design Team Coordination

Office Location

Portland, Maine

Phone & Email

(207) 910-1033

Elizabeth.Huckins @wsp.com

Career Summary

Elizabeth has 17 years of architectural experience with a focus on comprehensive interior design in both public and private sector, including space planning and office renovations for the State of Maine, Federal agencies, and commercial clients. Her experience includes programming, design and production of contract documents, design team management, and construction administration. Elizabeth has developed an expertise in office renovation design, having programmed more than 350,000 SF of office and storage space across seven facilities over a five-year period. Her work includes building code review, life safety code analysis, and barrier free design. She has a strong understanding of whole building design through extensive building systems coordination and diverse CA experience.

Project Experience

Project Architect / Interior Designer

State of Maine - Ray Building Renovation, Augusta, ME

Led bi-weekly client design progress meetings. Facilitated design team's predesign planning, development of scope alternatives, ROM cost estimating, and prioritization of scope within client's budget. Developed programming, space planning, and concept layouts. Oversaw preparation of architectural, interior design, and furniture design documents for full renovation of the 60,000 SF building that houses the Maine Department of Environmental Protection agency's office spaces, public access file room, and biology lab.

Project Manager / Project Architect / Interior Designer

State of Maine - DOE & OAG Planning Charrettes, Augusta, ME
Provided architectural and interior design services for this programming and space planning study for 62,000 SF of office space across three floors of the Cross Office Building for the Department of Education and Office of the Attorney General. Led planning charrettes with user representatives and developed programming and conceptual layouts for a hybrid office space.

Conducted COVID-19 pandemic related study for impacts on office design.

Architect / Interior Designer

Ocean Gate Plaza Office Renovations, Portland, ME

Led planning charrettes, conducted occupancy studies, and developed programming and concept layouts for renovation to the 44,000 SF office space across three floors and a basement level. Developed detailed renovation construction documents; coordinated furniture design, selection and procurement; and managed the project through construction.

Project Architect / Interior Designer

DLA Building-01846 Renovation, Naval Air Station (NAS) Corpus Christi, TX Provided space planning and furniture layout for office space and temporary trailers. The 20,000 SF office renovation included office spaces, conference rooms, classroom, break room, reception and security office, and related support spaces. Provided building code and accessibility review. Prepared detailed construction documents. Coordinated multidiscipline team's efforts and provided construction phase services including on-site observations.



Dennis Hallissey, RA

Functional Programming & Space Programming

Experience

Industry: 15 Years WSP: 8 Years

Education

Master of Architecture, Wentworth Institute of Technology, 2010

Bachelor of Architecture, Wentworth Institute of Technology, 2008

Professional Qualifications

Registered Architect, MA

Areas of Expertise

Architectural Design
Office Renovations

Programming / Space Planning

Facility Assessment

Evaluation of Alternatives

Code Reviews and Accessibility

Office Location

Portland, Maine

Phone & Email

(617) 543-3218

Dennis.Hallissey @wsp.com

Career Summary

Dennis is an architect with over 15 years of experience. He has participated in stakeholder meetings and developed programming and space planning for State of Maine office spaces for four State agencies. He has developed conceptual test fit layouts for office and library spaces for Maine State and Municipal government agencies. He has prepared furniture specifications and procurement drawings for office spaces. Dennis is also experienced in assessing envelope design for various types of projects including office buildings, post offices, and residential projects. His experience includes taking the findings from assessments and developing options with costs for evaluation and determination of the project scope. Additionally, he has provided assessments of projects have involved the evaluation and design of improvements to USPS building facades and envelopes.

Project Experience

Designer

State of Maine - Telework Hybrid Office Pilot Project, Augusta, ME
Performed onsite assessments and programming and space planning for the pilot project to establish a process for determining the types and quantity of spaces a State agency needs when implementing staff teleworking plans and a hybrid office design. Participated in stakeholder meetings. Prepared conceptual test-fit layouts. The pilot project includes space programming for two State agencies, Bureau of Human Resources (approx. 6,200 SF) and Department of Inland Fisheries and Wildlife (approx. 35,000 SF).

Designer

State of Maine - Ray Building Renovation, Augusta, ME

Participated in planning interviews with five major user groups to identify specific space requirements and analyzed resulting programming information and data. WSP design a full renovation of the 60,000 SF building that houses the Maine Department of Environmental Protection agency's office spaces, public access file room, and biology lab.

Designer

State of Maine - Telework Hybrid Office Planning for Library & Archives, Augusta, ME

Developed programming and space planning for the Maine State Library and Maine State Archives administrative offices spaces. Determined the types and quantity of spaces each agency needed when implementing staff teleworking plans and a hybrid office design. Prepared conceptual furniture layouts for each agency.

Designer

Ocean Gate Plaza Office Renovations, Portland, ME

Participated in planning charrettes and conducted occupancy studies to support programming and space planning for renovation to the 44,000 SF office space across three floors. The renovations focused on updating the image for the office, improving meeting spaces, promoting employee engagement, and providing more views to the exterior.



Jim Hoy, CPE

Cost Estimator

Experience

Industry: 37 Years

WSP: 13 Years

Education

Bachelor of Accounting and Finance, Southern New Hampshire University, 1980

Professional Qualifications

Certified Professional Estimator, #1.4-799-0711

Professional Memberships

Member, American Society of Professional Estimators

Corporate, Society of American Military Engineers

Areas of Expertise

Cost Estimating

Budget & Rough Order of Magnitude Estimates

Integrated Design

Federal Agency-Specific Cost Estimate Formats

Construction Scheduling

Construction Phase Estimates

Office Location

Portland, Maine

Phone & Email

(207) 450-7961

Jim.Hoy@wsp.com

Career Summary

Jim leads the development cost estimates on design projects, from rough order of magnitude (ROM) cost estimates based on existing condition assessments, to highly detailed final project cost estimates. Jim's 16 years of construction experience in the field and 10 years of bid estimating for local Maine general contractors complement his work for WSP as a senior cost estimator. He has provided WSP design teams accurate budgets and estimates for our projects over the last 13 years.

Project Experience

Cost Estimator

State of Maine - Ray Building Renovation, Augusta, ME

Developed ROM estimates based on building assessments to assist with predesign planning and project scoping. Prepared detailed cost estimates with each design milestone. WSP designed a full renovation and reconfiguration of the 60,000 SF building that houses the Maine DEP's office spaces and labs. Design included HVAC, electrical, lighting, and fire protection upgrades.

Cost Estimator

State of Maine – Army National Guard Field Maintenance Shop #1, Saco, ME Prepared detailed cost estimates with each design milestone to support the design team and client in design making and value engineering. The project was for a new joint 34,100 SF field maintenance shop, including vehicle maintenance bays, a wash bay, training and physical fitness areas, supply storage, and administration office space.

Cost Estimator

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Developed ROM cost estimates for pre-design options based on condition assessments. Assisted in prioritizing upgrades within project budget. Prepared detailed cost estimates throughout design, tracking costs against the project budget. Provided input on constructability and phasing plans for executing the project. The project was for renovation of the 160,000 SF building that houses the Maine State Museum, Library, and Archives.

Cost Estimator

DLA Building-01846 Renovation, Naval Air Station (NAS) Corpus Christi, TX Prepared detailed cost estimates with each design milestone. The 20,000 SF office renovation included office spaces, conference rooms, classroom, break room, reception and security office, and related support spaces. WSP's design team identified critical life safety deficiencies relating to fire-resistance-rated separation of building occupancies, accessible means of egress, and unenclosed egress stairwells. DLA expanded WSP's scope of work to include a full renovation design of the administrative offices to address the life safety concerns and provide complete electrical, mechanical, and plumbing system upgrades. The office space was configured to optimize flow and security between the offices and warehouse. and security upgrades.



Michael Deletetsky, PE

Quality Control Manager

Experience

Industry: 42 Years WSP: 33 Years

Education

BS, Civil Engineering, University of Maine at Orono, 1979

Professional Qualifications

MA, NH, VT

Professional Engineer, ME, 5023 Professional Engineer,

Areas of Expertise

Design Quality Control
Project Management
Design Management
Stakeholder Issues
Management & Conflict
Resolution

Facilities Design & Construction

Renovation Design

Mechanical Engineering

Office Location

Portland, Maine

Phone & Email

(207) 650-9336

Michael.Deletetsky @wsp.com

Career Summary

Michael has more than 40 years of experience, and his roles include project management and quality assurance/quality control reviewer. He has managed a wide variety of clients for WSP such as governmental agencies, telecommunication firms, and private clients such as Milton Caterpillar. He has been involved in construction oversight for more than 35 years. Michael ensures that all deliverables are reviewed prior to submission to a client, including independent discipline technical reviews. As quality control reviewer, he conducts a technical review and an overall coordination review of reports, specifications, and drawings before delivery. This comprehensive assessment requires a deep knowledgebase of all building design and engineering disciplines and how they integrate with each other.

Project Experience

Quality Control Manager

State of Maine - Ray Building Renovation, Augusta, ME

Responsible for performing the design review and review of technical documents before submission to client. Reviewed responses to contractor's requests for information during the construction phase. WSP designed a full renovation of the 60,000 SF historic building that houses the Maine DEP's office spaces, public access file room, and biology lab. Design included historic window replacement, brick repair, and site drainage repairs.

Quality Control Manager

State of Maine - Army National Guard Field Maintenance Shop #1, Saco, ME Responsible for performing the design review and review of technical documents before submission to client. Participated in value engineering. Led site permitting presentations with municipal officials and the local community. The project was for a new joint 34,100 SF field maintenance shop, including vehicle maintenance bays, a wash bay, training and physical fitness areas, supply storage, and administration office space.

Quality Control Manager

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Responsible for performing the design review and review of technical documents before submission to client. Assisted in resolving unforeseen conditions and construction phase challenges for this complex multidiscipline renovation. The project is for the renovation of the 160,000 SF building that houses the Maine State Museum, Library and Archives.

Quality Control Manager

DLA Building-01846 Renovation, Naval Air Station (NAS) Corpus Christi, TX Responsible for performing the design review and review of technical documents before submission to client. The 20,000 SF office renovation included office spaces, conference rooms, classroom, break room, reception and security office, and related support spaces. WSP's design team identified critical life safety deficiencies relating to fire-resistance-rated separation of occupancies, accessible means of egress, and unenclosed egress stairwells.



Senase Kinti. PE

Structural Engineer

Experience

Industry: 25 Years WSP: 8 Years

Education

BS, Civil Engineering, University of Abomey-Calavi (National University of Benin), 1998

MS. Infrastructure Planning, University of Stuttgart, Germany, 2003

MS, Civil Engineering, Structural, North Carolina State University, 2013

Professional Qualifications

Professional Engineer, ME. 13615

Professional Associations

Structural Engineers Association of Maine (SEAM)

Areas of Expertise

Structural Engineering Structural assessments Foundation/Geotechnical Engineering Seismic Engineering **Technical Specifications** Value Engineering Construction Inspection Office Location

Portland, Maine

Phone & Email

(207) 321-8817

Senase.Kinti@wsp.com

Career Summary

Senase is a Civil/Structural Engineer with broad-based experience in the heavy industrial sector (power plants, pulp and paper, processing plants), commercial sector, institutional sector, and residential sector. His experience includes structural concept development, structural analysis, design and inspection, foundation design (oil and water tanks and other equipment), dynamic analysis of machine foundations, project engineering, construction quality control, project management, and supervisory roles. He is proficient in STAAD.Pro, RISA-3D, AutoCAD, and Microsoft Office, and is familiar with RAM Structural System, Autodesk® Robot™ Structural Analysis, and ANSYS. Senase is a team lead for the Portland, Maine Design Center.

Project Experience

Structural Engineer

State of Maine - Ray Building Renovation, Augusta, ME

Oversaw structural design for repairs and structural reinforcement related to found deficiencies and equipment support requirements. WSP designed a full renovation of the 60,000 SF historic building that houses the Maine DEP's office spaces, public access file room, and biology lab. Design included historic window replacement, brick repair, and site drainage repairs.

Structural Engineer

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Oversaw structural design for masonry repairs, equipment support structures, and museum exhibit support systems. The project is for the renovation of the 160,000 SF building that houses the Maine State Museum, Library and Archives and renovation of the third floor Museum galleries.

Structural Engineer

Project Black Bear Svcs, AMEC PPA Maine ECI HFM2060, ME

Performed structural analysis and design for structural steel and foundations; conducted a dynamic analysis of machine foundation; reviewed structural calculations; supervised "For Construction" drawings development; reviewed and approved construction drawings; and provided construction engineering support.

Structural Engineer

State of Maine - Army National Guard Field Maintenance Shop #1, Saco, ME Provided senior technical review of structural design. Oversaw development of detailed design, drawings, and specifications for the new joint 34,100 SF field maintenance shop. Spaces included vehicle maintenance bays, a wash bay, training and fitness areas, storage, and offices.



Andy Hebert, PE, LEED AP

Mechanical Engineer

Experience

Industry: 42 Years

WSP: 1 Year

Education

MBA, Bryant College, Smithfield, RI, 1986

BS, Mechanical Engineering, College of Engineering, Cornell University, 1981

Professional Qualifications

Professional Engineer: ME, AR, CO, GA, IA, IN, MD, MI, MN, NH, PA, RI, VA

LEED Accredited Professional

Building Energy Modeling Professional (BEMP), ASHRAE

Areas of Expertise

Mechanical Engineering Plumbing Engineering Energy Improvements Commissioning

Controls

Construction Administration

Technical Specifications

Cost Estimating

Office Location

Boston, Massachusetts

Phone & Email

(781) 707 7428

Andre.Hebert@wsp.com

Career Summary

Andy is an engineering professional with over 40 years of experience and expertise in all phases of facility design and construction including project management, programming, planning, cost estimating, scheduling, design, engineering, and construction administration. Diverse background provides extensive knowledge of mechanical, plumbing, and electrical system design and commissioning, and the ability to interface with utility companies, contractors, building officials and other consultants. Enthusiastic mentor for junior staff and focused team leader with outstanding record of achievement on numerous successful projects.

Project Experience

Mechanical Engineer / Project Manager

CVS Store Support Center, Woonsocket, RI

\$41M, 216,000-sf, 4-story office building incorporating an on-line expandable 1200-ton central plant, conference center and kitchen/dining facility. Project included N+1 design for the 40,000-sf data center's mechanical and electrical infrastructure systems.

Mechanical Engineer

City of Providence - Providence Public Safety Complex, Providence, RI \$32 million, 130,000-sf municipal facility that is home to the City's police and fire departments as well as its Emergency Management Agency, Communications Department and Municipal Courts. Building includes police officer and firefighter locker and training areas, 32-cell detention area, crime scene evidence collection, drying and storage rooms, ballistics rooms, forensic laboratories, fire battalion dormitory and apparatus bays, a 100-seat auditorium, and below-grade parking and sally ports.

Mechanical Engineer

Progressive Insurance Company, Cleveland, OH

Lead mechanical engineer for 550,000-sf multi-building office complex. Project included a kitchen/dining facility, fitness center, and 2700-ton central chilled water plant to serve the new complex as well as the adjacent 22,000-sf data center

Mechanical Engineer

National Park Service - Federal Hall National Monument, New York, NY Design of comprehensive historic restoration, repair, and stabilization of the 1842 structure starting with replacing outdated MEP and life safety systems.

Mechanical Engineer

City of Manchester - Manchester Airport, Manchester, NH

\$20 million, 170,000-SF terminal building that includes 14 jetways/gates, airport authority offices, ticketing and baggage handling facilities, passenger services (food court, lounges, retail shops) and a conference/business center. Mechanical systems incorporated custom VAV air handlers providing 540 tons of cooling, a 500-hp central heating plant, and various smoke control systems.



Daniel Hurley, PE, LEED, AP

Electrical Engineer

Experience

Industry: 34 Years

WSP: 10 Years

Education

National Certificate in Electrical Engineering (with Honors) 1987, Cork Institute of Technology, Cork City, Ireland

City and Guilds of London Institute -Power, Engineering Science

Northeastern University - Design of Building Electrical Systems 1990

Professional Oualifications

Professional Electrical Engineer in ME, MA, CT, RI, VT, DC

LEED Accredited Professional

Areas of Expertise

Electrical Engineering Lighting Design

Renovation Design

Technical Specifications

Construction Administration

Project Management

Office Location

Boston, Massachusetts

Phone & Email

(617) 210-1624

Daniel.Hurley@wsp.com

Career Summary

Daniel is a senior electrical engineer at WSP with experience in the design of new and renovation projects. Dan has been responsible for the project management and the electrical engineering design, system upgrades and feasibility studies on a broad range of projects, including numerous higher education, healthcare, corporate office, government, science and research facilities.

Project Experience

Electrical Engineer

Nuance Communications - 675 Massachusetts Avenue, Boston, MA Electrical engineer for 26,800 SF office tenant fit-up in existing building.

Electrical Engineer

101 Seaport Boulevard, Boston, MA

Electrical engineer for design of core and shell office tower with a major focus on sustainability. Project achieved LEED Platinum certification.

Electrical Engineer

Subaru New England - New Facility, Norwood, MA

Electrical engineer for new construction 120,000 sf headquarters facility that houses office space, conference rooms, training facilities, and a distribution center.

Electrical Engineer

City of Dover - Dover Police Station, Dover, NH

This was a new ground up 28,000 sf police station with crime scene lab, facility gym/locker rooms, operations, records, rooftop garden and more, plus 1st floor parking garage. Project was completed in 2016 at a cost of \$9 million.

Electrical Engineer

City of Boston - EMS River Moor, Boston, MA

Renovations to an existing 12,000 sf warehouse facility into a new EMS training facility located in West Roxbury. Project is currently in construction and is scheduled to be completed in 2023. Construction costs are \$4 million.

Electrical Engineer

Massachusetts Port Authority - Logan International Airport, Terminal B,

Electrical engineer for multiple renovation projects within this facility. Projects were completed in 2018.

Electrical Engineer

Massachusetts Port Authority - Logan International Airport, Terminal C, Boston, MA

Electrical engineer for multiple renovation projects within this facility. Projects were completed in 2017.



Jonathan Graham, CEM

Energy Engineer

Experience

Industry: 8 Years

WSP: 8 Years

Education

Bachelor of Science, Mechanical Engineering, Georgia Institute of Technology, 2013

Professional Qualifications

Certified Energy Manager (CEM) No. 26696

Professional Memberships

Member, American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)

Areas of Expertise

Mechanical Engineering
Plumbing Engineering
Energy Audits & Studies
Energy Improvements
Facility Condition
Assessments
HVAC Decarbonization
Geothermal Design
Construction
Administration
Technical Specifications

Office Location

Portland, Maine

Phone & Email

(207) 828-3401

Jonathan.Graham @wsp.com

Career Summary

Jonathan's experience has been focused on Heating Ventilating and Air Conditioning (HVAC) and plumbing engineering with an emphasis on sustainability and resiliency. This includes existing system assessment, greenhouse gas (GHG) inventories, energy audits, and equipment selection and specification. He has prepared energy models and performs energy audits on more than two million square feet. Jonathan has experience with a variety of building types including government, laboratory, military, healthcare, industrial, commercial, and multi-family residential. He has expertise in assessing facility energy consumption as part of an Energy Performance Contract (EPC) and recommending ECMs to reduce energy and GHG emissions. His experience with EPCs has implemented a variety of unique ECMs including combined heat and power (CHP), off grid solar PV with battery backup, HVAC decarbonization, and geothermal.

Project Experience

Energy / Mechanical Engineer

State of Maine - Army National Guard Field Maintenance Shop #1, Saco, ME Led mechanical and plumbing design, including energy modeling and evaluating system alternatives to meet sustainability goals and functional requirements. Developed detailed design, drawings, and specifications for the new joint 34,100 SF field maintenance shop. Spaces included vehicle maintenance bays, a wash bay, training and fitness areas, storage, and offices.

Energy / Mechanical Engineer

State of Maine - Army National Guard Installation Energy & Water Plan, ME Prepared an IEWP for the MEARNG, which assessed 54 facilities located throughout the State of Maine. The scope of work included assimilating existing available utility usage records, previous reports, and other data to determine the baseline energy and water use for each critical mission.

Energy / Mechanical Engineer

State of Maine - Nash Building Assessment, Augusta, ME

Reviewed and evaluated energy usage at the historic Nash School as part of a multidiscipline team. Created a building energy model of the site, developed energy conservation measures, analyzed utility data, performed code analysis, and wrote a technical report of the findings and recommendations of the condition assessment and energy audit.

Energy Engineer

State of Maine - Cultural Building Asbestos Abatement & Mechanical Upgrades, Augusta, ME

Assisted with energy modeling, mechanical design, and on-site construction administration. Assisted with and provided technical review of plumbing design for accessible restroom upgrades. The project was for renovation of the 160,000-square-foot building that houses the Maine State Museum, Library, and Archives, including 20,000 SF climate-controlled storage space.



Manisha Wadekar, CPP, PSP

Security Design

Experience

Industry: 20 Years

WSP: 5 Years

Education

Bachelor's Degree, Mechanical Engineering, VIT, University of Pune, India

Professional Qualifications

Certified Practice Professional (CPP)

Physical Security Professional (PSP)

Professional Memberships

ASIS International

Areas of expertise

Access Control

Video Surveillance

Intrusion system

Security communication system

Network Design

System integration

Analytics

Perimeter Protection

System

Command Center

design

Office Location

New York, New York

Phone & Email

(212) 760-5622

Mainsha.Wadekar @wsp.com

Career Summary

Manisha is a Building Technology Leader for WSP's Specialty Services. She leads a team of low voltage engineers for trades such as security, telecom, network, and audio visual. She is a security subject matter expert for the northeast region, with over 20 years of experience in the technology industry focused on business integration and security consulting. Manisha also leads WSP's security QA/QC nationally with the help of qualified security professionals across the US. She is on a Specifications and Technical Committee for drawing standards representing low voltage technology.

Manisha is also a technical project manager, experienced with management of clients, project delivery, and coordination and development of drawings and specifications. She works with multiple trades to deliver an integrated project design, creating future ready security systems engaging her deep knowledge of integrated solutions. Manisha provides site surveys, physical security design, implementation, and commissioning for private and public sector projects.

Project Experience

Government

- Land Port of Entry, MA
- Shattuck Hospital, MA
- NYPA Emergency Control Center, New York
- NYPA St Lawrence Power and Substation, New York
- United Nations, New York, NY*
- Turkish Consulate, New York, NY*
- WTC China Center, New York, NY*

Cultural

- Louis Armstrong Museum, NY
- Apollo Theatre, NY
- Studio Museum of Harlem, NY
- 9/11 Memorial Museum, New York, NY*

Commercial, Sports, & Mixed-use

- Winthrop Square, MA
- New Balance Track, Boston, MA
- Polar Park, MA
- Mohegan Sun Convention & Exposition Center, Uncasville, CT
- 50 Hudson Yards, New York, NY
- MSG Training Center, New York, NY
- Javits Center Expo Transformer Yard, New York, NY

*Project experience from previous employer



Tim Lehotsky

Technology Design

Experience

Industry: 30 Years

WSP: 6 Years

Areas of Expertise

Commercial

Corporate Interiors

Healthcare

Residential

Education

Government

Hospitality

Retail

Pharmaceutical

Museum/Cultural

Office Location

New York, New York

Phone & Email

(212) 951-2754

Tim.Lehotsky@wsp.com

Career Summary

Tim brings has 30 years of experience in Building Information Technology, with 20 years in IT Infrastructure design and project management experience. His strong attention to detail and accuracy, and a proven ability to develop formidable and effective relationships with clients makes him an asset to every project design team. Tim's project experience spans across multiple industries, including many Fortune 100 Companies. His job responsibilities include performing site surveys and interviewing clients to assess needs and develop scope, coordinating with architects and MEP engineers, preparing construction specifications and detailed drawings, attending project meetings and visiting the site during implementation.

Project Experience

Technology Designer

Philadelphia Family Court House, Philadelphia, PA*

This is a 14-story family court building in Philadelphia with tight budgetary constraints. Every design aspect of the telecommunications cabling and infrastructure system was scrutinized for the most efficient and cost-effective approach. The Philadelphia and Pennsylvania court system has no published standards for courthouse IT infrastructure and therefore a large part of this project is developing those standards for this and all future projects.

Technology Designer

Joint Operations center, New York, NY *

This project includes the renovation of an existing 2 story above grade, 3 story below grade concrete structure for Command and Control operations for the NYPD. The physical constraints of the structure required careful attention to all slab penetrations due to the unique 'Waffle' construction of the floor slab. Another significant challenge was the design of a 100 watts/sf data center space totaling 2000sf on a floor with only 8'4" slab to slab distance.

Project Manager / Technology Designer

Public Safety Awareness Center II (PSAC II), Bronx, NY *

Provided IT, Data Center, AV, and Security design services. \$500M project, approximately 450,000 square feet. Prominently located along the Hutchinson River Parkway and Pelham Parkway in the Bronx, this facility augmented existing 911 services in New York, strengthening the city's ability to maintain communication in the event of a natural disaster or large-scale emergency. The center is designed to operate continually under adverse conditions and provide redundancy to the city's primary call center.

Other Government Projects

- FBI San Juan, Purt Rico
- National Park Services Valley Forge Visitor's Center, Valley Forge PA
- United Nations, New York, NY*

*Project experience from previous employer



Cassey Stypowany

Acoustic Design

Experience

Industry: 11 Years

WSP: 2 Years

Education

BS, Engineering, University of Hartford, 2012

BS, Acoustical Engineering, University of Hartford, 2012

Areas of Expertise

Acoustic Design

Office Acoustics

Equipment Noise Reduction

Sound Isolation

Office Location

New York, New York

Phone & Email

(716) 348-0269

Cassey.Stypowany @wsp.com

Career Summary

Cassey Stypowany is a lead building technology systems consultant with more than 11 years of experience as an acoustical consultant for architects, mechanical engineers, structural engineers, developers, and owners. Cassey is experienced in multiple market sectors, including residential, commercial, education, healthcare, and cultural. She manages projects of various sizes while maintaining project deliverables and a high level of client satisfaction.

Project Experience

Acoustic Designer

Trilith LIVE Entertainment Complex, Fayetteville, GA

Acoustic designer for the mixed-use entertainment complex. The project is part of an eight-acre multi-faceted development where WSP was lead acoustical designer for the office building, cinema, large atrium, and educational facility. The educational facility included youth music spaces and sound stages to support singing or learning to play an instrument with hands-on lessons in small groups and practice spaces. The team also provided base building coordination for the 1,800-seat auditorium.

Acoustic Designer*

SUNY Purchase - Center for Media, Film, and Theatre, Purchase, NY Acoustic designer for five acoustically complex spaces including a performance room, screening room, studio classrooms and a performance studio, several of which have recording capabilities. While the interior room acoustics were immeasurably important, it was also a complex practice in sound isolation as the rooms were adjacent to one another with some horizontally abutted against one another and some of the other spaces directly above.

Other Project Experience

- ▶ *185 Broadway, New York
- *450 West Thirty-third Street, New York
- *610 Lexington, New York
- *626 First Avenue, New York
- *662 Pacific Avenue, Brooklyn, New York
- *All Saints Church, Yale University, New Haven, Connecticut
- *American Museum of Natural History, New York
- *Barnard Women's College, New York
- *Bronx Animal Clinic, New York
- *Brookfield Place, New York
- *Brooklyn Friends School, Brooklyn, New York
- *Children's Aid Society, New York
- *City Harvest, New York

*Project experience from previous employer



Attachment B - American Rescue Plan Act Materials





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. X Certification of the Bidder regarding conflict of interest
- 3. X Certification of the Bidder regarding EEO and signed EEO Statement
- 4. X Certification of the bidder regarding Federal Provisions

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

CONTRACTOR DISBARRED OR SUSPENSION Applicable to bidder

| Contractor: WSP USA Environment & Inf | rastructure Inc. Telephone: (704) 357-5533 Ext. | |
|--|---|------|
| Contact Person: Wendy Bruss | Fax:E-m | iail |
| Wendy.Bruss@wsp.com | Tax ID:91-1641772 | BIL |
| PRICE: \$ N/A | BID DATE: 10 / 10 / 2023 PROJE | CT |
| LOCATION: 27 Northport Drive, Portland | , ME_PROJECT#_TBD | |

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
- 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.

Donna J. Aucoin Asst Vice President, Contracts
NAME AND TITLE, AUTHORIZED REPRESENTATIVE

Dj Aucoin

10/5/2023
SIGNATURE & DATE

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



WSP USA ENVIRONMENT & INFRASTRUCTURE, INC. • Active Registration

Unique Entity ID

CAGE/NCAGE

Purpose of Registration

MZQ8YJKMLQ94

1SVL3

All Awards

Physical Address

1075 Big Shanty RD NW

1075 Big Shanty RD NW

Suite 100

Suite 100

Mailing Address

Kennesaw, Georgia 30144-3652

Kennesaw, Georgia 30144-3652

United States

United States

EXCLUSIONS

There may be instances when an individual or firm has the same or similar name as your search criteria, but is actually a different party. Therefore, it is important that you verify a potential match with the excluding agency identified in the exclusion's details. To confirm or obtain additional information, contact the federal agency that took the action against the listed party. Agency points of contact, including name and telephone number, may be found by navigating to the Agency Exclusion POCs page within Help.

Active Exclusions

There are no active exclusion records associated to this entity by its Unique Entity ID.

PROCEEDINGS

There are no proceedings associated to this entity by its Unique Entity ID.

OTHER RESPONSIBILITY & INTEGRITY INFORMATION

There are no other responsibility information records associated to this entity by its unique entity ID.

CORPORATE RELATIONSHIPS

| Legal Business Name | CAGE | Responsibility & Integrity Record |
|---------------------|--------|-----------------------------------|
| Highest Owner | | |
| WSP GLOBAL INC | LOAN6 | No |
| Immediate Owner | | |
| WSP USA INC. | 5D213 | No |
| Predecessors | | |
| (none) | (none) | N/A |



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

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:

- 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 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 conflict 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.

<u>Non-disclosure Policy</u> 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.

<u>Personal Interest</u> 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.

Alissa Camire, RA Asst. VP, Project Manager

alimo 2 Campe Oct 9, 2023

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE

CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Certification by Bidders

| Tax ID # of prime contractor: 91-1641772 1. Bidder has participated in a previous contract or subcontract subject to to the EEO Clause. X Yes No 2. Compliance reports were required to be filed in connection with such contract or subcontract. X Yes No 3. Bidder has filed all compliance reports due under applicable instruction including SF-100. X 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 report due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted. ing below, you are certifying your answers to the four questions above were truthful: 13. Aucoin Asst Vice President, Contracts | | Address of prime contractor: |
|--|----|--|
| 1. Bidder has participated in a previous contract or subcontract subject to to the EEO Clause. X Yes No 2. Compliance reports were required to be filed in connection with such contract or subcontract. X Yes No 3. Bidder has filed all compliance reports due under applicable instruction including SF-100. X Yes No 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes X 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 due under (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted. In Bidder 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, 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. In Bidder has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance report due under applicable instructions, such bidder shall be required to submit a compliance report submitted. | £ | 1075 Big Shanty Road NW STE 100 Kennesaw GA 30144-3652 |
| EEO Clause. X Yes No 2. Compliance reports were required to be filed in connection with such contract or subcontract. X_ Yes No 3. Bidder has filed all compliance reports due under applicable instruction including SF-100. X_ 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. ing below, you are certifying your answers to the four questions above were truthful: a J. Aucoin Asst Vice President, Contracts | | |
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| X Yes No 2. Compliance reports were required to be filed in connection with such contract or subcontract. X Yes No 3. Bidder has filed all compliance reports due under applicable instruction including SF-100. X 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. In Below, you are certifying your answers to the four questions above were truthful: a L. Aucoin Asst Vice President, Contracts | | |
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| 3. Bidder has filed all compliance reports due under applicable instruction including SF-100. X 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. In Below, you are certifying your answers to the four questions above were truthful: a J. Aucoin Asst Vice President, Contracts | - | Compliance reports were required to be filed in connection with such |
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| 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes _XNo 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. In Below, you are certifying your answers to the four questions above were truthful: A L Aucoin Asst Vice President, Contracts | | Bidder has filed all compliance reports due under applicable instruction |
| Yes _X 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. In Below, you are certifying your answers to the four questions above were truthful: A. Aucoin Asst Vice President, Contracts | , | X Yes No |
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| 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. In a Laucoin Asst Vice President, Contracts | | Yes _ x No |
| 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. ing below, you are certifying your answers to the four questions above were truthful: a.I. Aucoin Asst Vice President, Contracts | | Fragutive Order 11246 (30 F.R. 12319-25), The |
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| a J. Aucoin Asst Vice President, Contracts Assert Vice President, Contracts | | where the certification indicates that the bidder has not filed a compliance report due under |
| to or 12 de la | ir | ng below, you are certifying your answers to the four questions above were truthful: Alcoin Asst Vice President, Contracts |
| Authorized Representative (print of type) | II | nd Title of Authorized Representative (print or type) |



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.
- 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.
- 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 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.

Alissa Camire, RA Asst. VP, Project Manager

alime 2 Camere Oct 9, 2023

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. REHABILATATION 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.
 - 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 <u>2 CFR 180.220</u>) 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 <u>2 CFR 180</u> 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 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-inconstruction 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 Safely 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 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. <u>Copeland Anti-Kickback Act</u> 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 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 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 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
- 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
- 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, 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.

Alissa Camire, RA Asst. VP, Project Manager

aline 2 Campe Oct 9, 2023

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE



RFQ Submittals Received

Project: DESIGN & RENOVATION 27 NORTHPORT ST, 2023

| Company | Chosen for Presentation | Selected for Award |
|---------------------------|----------------------------|-----------------------|
| Dirigo Architectural | | |
| CHA | Yes | |
| WSP USA | Yes | Yes |
| Oak Point Associates | | |
| Gawron Turgeon Architects | | |