



Cross Insurance Arena

REQUEST FOR BID
LED EXTERIOR ARENA MARQUEE

AUGUST 18, 2023

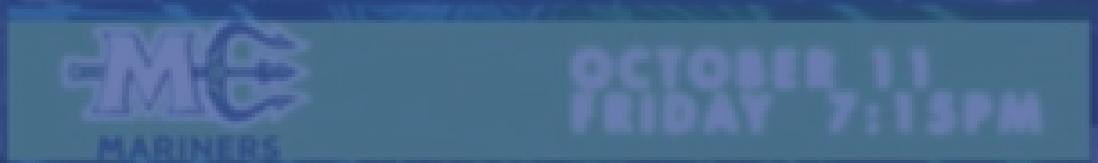


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August 18, 2023

PROJECT: Cross Insurance Arena - LED Exterior Marquee RFP

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

Dear Project Team,

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.
 - 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 [LiveSync CMS](#) 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.
 - LED Manufacturer: ANC/Lighthouse
 - LED Installer: RWA
 - 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

SECTION 02

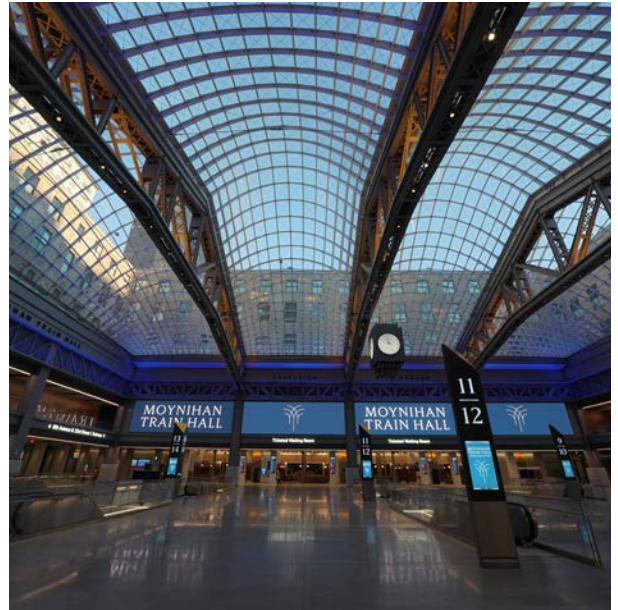
COMPANY BACKGROUND

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.

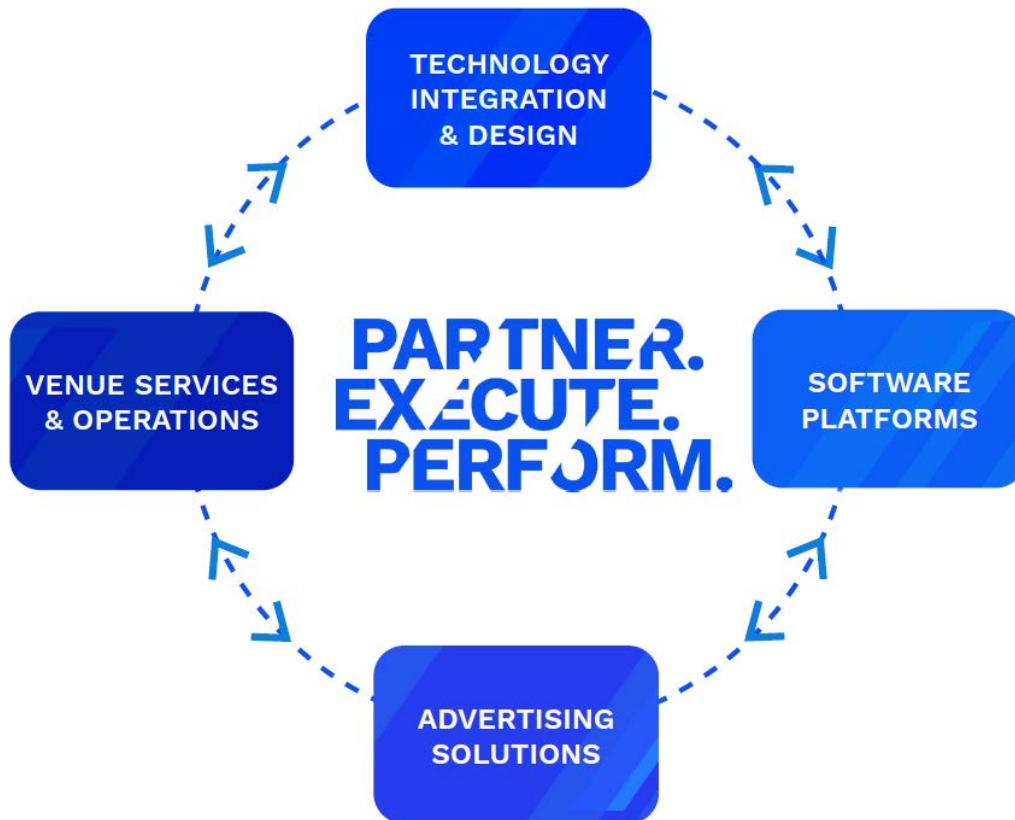
1997 ANC founded to provide venue solutions	45 of our clients commit to 5-10+ year contracts	60 LED deployments on average per year
200 Full-time Employees & Venue Technicians	65k SQ-FT RMA Facility for multiple manufacturers	10k life events per year support & operations

- Headquartered 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
- Expert Installation & Project Management Teams

ADVERTISING SOLUTIONS

- Strategic Multi-Media Solutions, High Impact, TV-visible Advertising Campaign Placements
- Agency of Record for Premier Brands
- Professional and Collegiate Partnerships: MLB, NBA, NFL, MLS, NHL, NCAA and 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
- LiveSyncControl Software to synchronize and drive all the technologies within your live and scheduled display networks with ease
- 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:



*ANC partners include but are not limited to the brands represented above.***

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:



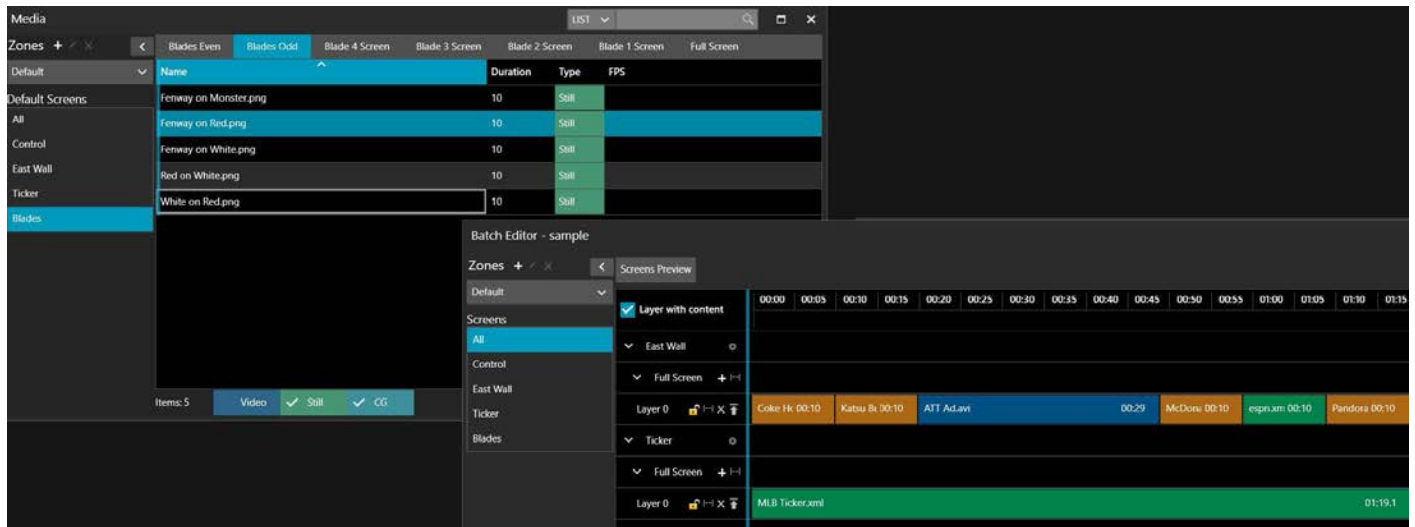
*ANC partners include but are not limited to the brands represented above.***

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:



*ANC partners include but are not limited to the brands represented above.***

ADVERTISING DIVISION

ANC provides our partners with an unparalleled 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:



*ANC partners include but are not limited to the brands represented above.***

SECTION 03

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

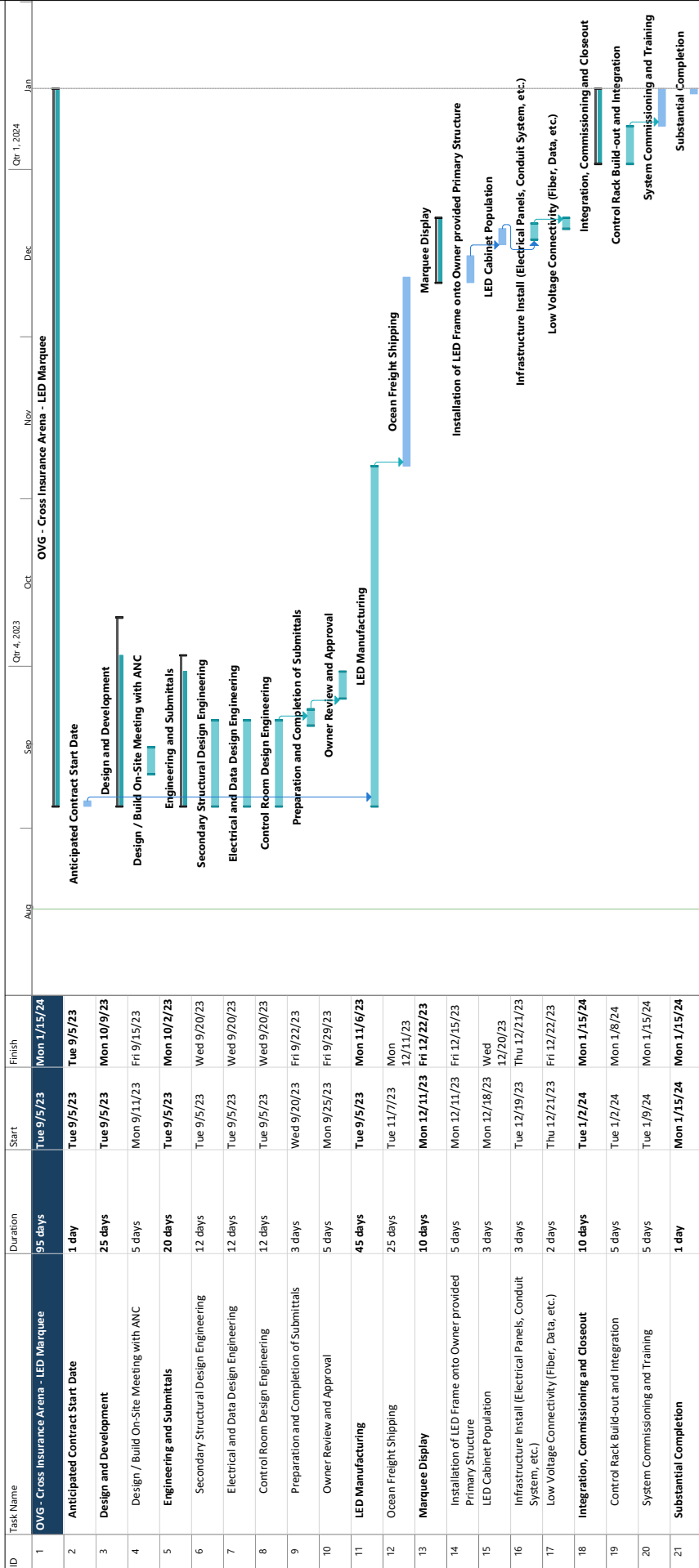
We have developed a reporting procedure which ensures the company can react quickly to any required signage service at the stadium. Every service is documented in a web based ticketing system which complements the Toll Free Hotline. When service is required, an immediate email notification will be sent 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.

CROSS INSURANCE ARENA

Portland, ME
Construction Schedule



Project: Cross Insurance Arena
Date: Thu 8/17/23

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress

ANC
Page 1



Rocket Mortgage Field House
Power Portal LED Tunnel



Serving as the nerve center of your venue, the ANC LiveSync suite of solutions (formerly known as vSOFT™) 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 cloud-
based 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

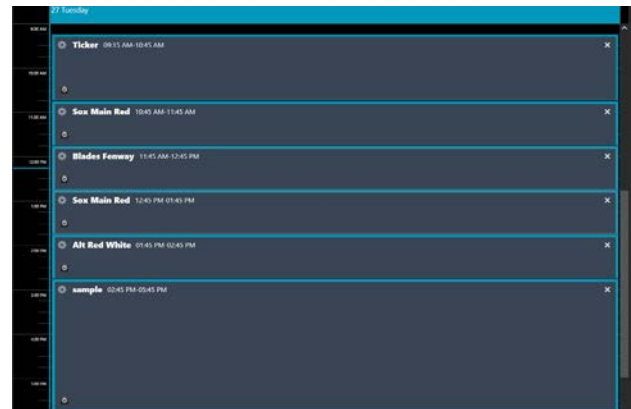
- Using NDI with programs such as Skype or Zoom allows the user in a live production to add remote feed (guest) with high quality audio and up to HD video.
- Remote wireless camera capable
- TVU integration +

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 day-to-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

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).

SECTION 04

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.		X
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.	X	
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, as-builts, 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.		X
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.

SECTION 05

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

REFERENCE:

SETH WOODCOCK, SR. ASSOCIATE ATHLETIC DIRECTOR FOR DEVELOPMENT AND CAPITAL PLANNING

UNIVERSITY OF MAINE ATHLETICS

SETH.WOODCOCK@MAINE.EDU

T: (207) 318-5910

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.

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. **All bidders' submissions** must contain all of the following documents, signed and completed.

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

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

CUMBERLAND COUNTY

COMPLIANCE AND AUDITING MANAGER

CONTRACTOR DISBARRED OR SUSPENSION

Applicable to bidder

Contractor: _____ANC Sports Enterprises, LLC_____

Contact Person: _____Jireh Billings_____

E-mail: _____jbillings@anc.com_____

BID PRICE: \$ _____

PROJECT LOCATION: _____Portland, ME_____

Telephone: 914-696-2100 Ext. _____

Fax: _____914-696-2101_____

Tax ID: _____13-3930790_____

BID DATE: __08__ / __18__ / 2023

PROJECT # _____

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

1. THE PROSPECTIVE PRIMARY PARTICIPANT CERTIFIES TO THE BEST OF ITS KNOWLEDGE AND BELIEF THAT IT AND ITS PRINCIPALS:

- a) ARE NOT PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM COVERED TRANSACTIONS BY ANY FEDERAL DEPARTMENT OR AGENCY;
- b) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS PROPOSAL BEEN CONVICTED OF OR HAD A CIVIL JUDGMENT RENDERED AGAINST THEM FOR COMMISSION OF FRAUD OR A CRIMINAL OFFENSE IN CONNECTION WITH OBTAINING, ATTEMPTING TO OBTAIN, OR PERFORMING A PUBLIC (FEDERAL, STATE OR LOCAL) TRANSACTION OR CONTRACT UNDER A PUBLIC TRANSACTION, VIOLATION OF FEDERAL OR STATE ANTI-TRUST STATUTES OR COMMISSION OF EMBEZZLEMENT, THEFT, FORGERY, BRIBERY, FALSIFICATION OR DESTRUCTION OF RECORDS, MAKING FALSE STATEMENTS, OR RECEIVING STOLEN PROPERTY;
- c) ARE NOT PRESENTLY INDICTED FOR OR OTHERWISE CRIMINALLY OR CIVILLY CHARGED BY A GOVERNMENT ENTITY (FEDERAL, STATE OR LOCAL) WITH COMMISSION OF ANY OF THE OFFENSES ENUMERATED IN PARAGRAPH 1.B OF THIS CERTIFICATION; AND
- d) HAVE NOT WITHIN A THREE-YEAR PERIOD PRECEDING THIS APPLICATION/PROPOSAL HAD ONE OR MORE PUBLIC TRANSACTIONS (FEDERAL, STATE OR LOCAL) TERMINATED FOR CAUSE OR DEFAULT.

2. WHERE THE PROSPECTIVE PRIMARY PARTICIPANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, SUCH PROSPECTIVE PARTICIPANT SHALL ATTACH AN EXPLANATION TO THIS PROPOSAL.

Terry Cifarelli, CEO
NAME AND TITLE, AUTHORIZED REPRESENTATIVE

Jay Cipoll 8/10/23
SIGNATURE & DATE

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



ANC SPORTS ENTERPRISES, L.L.C.

Unique Entity ID WHJ5ALDH46D7	CAGE / NCAGE 9N9H0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 6, 2024	
Physical Address 2 Manhattanville RD STE 402 Purchase, New York 10577-2118 United States	Mailing Address 2 Manhattanville RD STE 402 Purchase, New York 10577-2118 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District New York 16	State / Country of Incorporation Delaware / United States	URL (blank)

Registration Dates

Activation Date Aug 17, 2023	Submission Date Aug 7, 2023	Initial Registration Date Aug 7, 2023
--	---------------------------------------	---

Entity Dates

Entity Start Date Jan 22, 1997	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (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 Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors 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

 Kyle Piper, Manager	2 Manhattanville RD STE 402 Purchase, New York 10577 United States
--	--

Government Business

 Kyle Piper, Manager	2 Manhattanville RD STE 402 Purchase, 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)

CUMBERLAND COUNTY
Maine
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

CUMBERLAND COUNTY
Maine
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 ***whom they have business or immediate family ties***, during their tenure or for one year thereafter.

EXCEPTIONS

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

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

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

CUMBERLAND COUNTY
Maine
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.
 - Exception will permit such person to receive same benefits as the class.
- Person affected has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the assisted activity.
- Interest or benefit was present *before* affected person was in the conflicting position.
- Undue hardship to subrecipient or person affected which weighed against public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

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

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

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

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

CUMBERLAND COUNTY
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

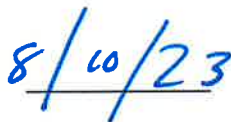


Print or type Name and Position/Title

Agent Acknowledgment

ANC Sports Enterprises, LLC

Entity/Organization Name



Date

CUMBERLAND COUNTY
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

1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
☐ Yes ☒ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ Yes ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
☐ Yes ☒ No
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
☐ Yes ☒ No

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

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

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

Terry Cifarelli, CEO

Name and Title of Authorized Representative (print or type)

Terry Cifarelli

Signature of Authorized Representative

8/10/23

Date of Signature

CUMBERLAND COUNTY
Maine

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.

CUMBERLAND COUNTY
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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



General Contractor Printed Name



Date

CUMBERLAND COUNTY
Maine
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. REHABILITATION ACT OF 1973

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

3. SECTION 202 OF EXECUTIVE ORDER 11246 Applicable to Federally assisted construction contracts and related subcontracts. During the performance of this contract, the contractor agrees as follows:

- A. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of Compensation; and selection for training, including apprenticeship.
- B. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. Contractors shall incorporate foregoing requirements in all subcontracts.
- D. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- 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

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

- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
 - J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (b)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.
4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Nonsegregated Facilities Forms for him/herself and all subcontractors.
6. **THE AGE DISCRIMINATION ACT OF 1975**
No person in the United States shall, on the basis of age, be excluded from participation or be denied the benefits of, or be subjected to discrimination under, any program or activity undertaken with federal funds.

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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 Safety Standards Act (40 U.S.C. 327-333)**. All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis

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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 or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

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.S.A 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

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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.

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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

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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



General Contractor Printed Name



Date

ADDITIONAL INFORMATION

OUTDOOR MARQUEE VISUALIZATION RENDER

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CROSS INSURANCE ENTRANCE