142 Federal St Portland, ME 04101

Cumberland County

Agenda - Final

Monday, February 12, 2024

5:30 PM

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

CALL TO ORDER

ATTENDANCE

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 24-002 Approval of the minutes, January 8, 2024, meeting of the Board of

Commissioners

Attachments: 2024 January 8 Meeting Minutes

INFORMATIONAL REPORT/PRESENTATIONS

CD 24-003 2023 Recruitment and Hiring Update, Informational Update on Correctional

Officers Hiring

Attachments: CD 24-003 - Position Paper

Jail Staffing February 2024 Presentation

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to three (3) minutes per speaker.

CONSENT AGENDA

24-009 Authorization for the County Manager to remit \$61,232.00 from Cumberland

County to Portland Hockey LLC.

Attachments: 24-009 - Position Paper

ARPA BUSINESS

24-010 Authorization for the County Manager to award the bid of Office Furniture RFP

and enter into a contract between Cumberland County and Creative Office Resources for the design, delivery and installation of new office furniture for the

27 Northport Building.

Attachments: 24-010 - Position Paper

24-010 - Tabulation and Scoring NorthPort Office Furniture

24-010 - Creative Office Resources Proposals January 2024

24-010 - RFP-Furniture Northport

NEW BUSINESS

24-011

Authorization for the Jail Major to negotiate the services of the Cumberland County Jail with the Oxford County Jail to house ten (10) of their residents for a daily border rate of \$85 per day for one year beginning March 2024 to March 2025.

Attachments: 24-011 - Memo - CCJ Oxford County Inmate Request

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE EXECUTIVE STAFF

COMMENTS FROM THE COUNTY COMMISSIONERS

EXECUTIVE SESSION

24-012

To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the further discussion and/or consideration of the compensation request of the Probate Judge.

Next Meeting: March 11, 2024

ADJOURNMENT



142 Federal St Portland, ME 04101

Position Paper

File #: CD 24-002 Agenda Date: 2/12/2024

Title:

Approval of the minutes, January 8, 2024, 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 - Final

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

Monday, January 8, 2024

5:30 PM

The Meeting Will Be Held On Zoom
www.cumberlandcounty.org/live
Instructions to participate are on the agenda.
Send public comments to gailey@cumberlandcounty.org

CALL TO ORDER

The Board of Commissioners met for their regularly scheduled meeting via Zoom, the meeting was called to Order by Chair James Cloutier at 5:35 pm.

ATTENDANCE

County Staff:

James Gailey, County Manager Alex Kimball, Deputy Manager Travis Kennedy, Director of Public Affairs Jacqueline Sartoris, District Attorney Paul Aranson, Judge of Probate Katharine Cahoon, Admin and Special Projects

Present:

5 - Commissioner Neil Jamieson, Commissioner Susan Witonis,
 Commissioner Stephen Gorden, Commissioner Patricia Smith, and Chair James Cloutier

PLEDGE OF ALLEGIANCE

APPROVAL OF THE MINUTES

CD 24-001 Approval of the minutes, December 11, 2023, meeting of the Board of

Commissioners

A motion was made by Commissioner Jamieson, seconded by Commissioner Gorden, that the Minutes Report be APPROVED. The motion carried by the following vote:

Yes:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

INFORMATIONAL REPORT/PRESENTATIONS

COMMENTS FROM THE PUBLIC

There were no comments from the public.

CONSENT AGENDA

24-001

Re-appoint Sam Surprise to the Cross Insurance Arena Board of Trustees for a term of 2024-2027.

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

Yes:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

ARPA BUSINESS

NEW BUSINESS

<u>24-002</u>

Authorization to dedicate the Cumberland County's new Victim Witness Waiting Room as the "Lois Galgay Reckitt Victim Witness Waiting Room."

District Attorney Jacqueline Sartoris spoke about the County's new Victim Waiting Room. Nationally courtrooms are adding waiting rooms for Victim Witnesses and it is now considered a best practice. The waiting room provides a space for victim-witnesses who are testifying in trials or waiting to be called back. As the space for the new waiting room was being completed, Lois Reckitt passed away. Lois was an advocate for justice for victims and supporter of survivors for domestic violence. To commemorate the Victim Waiting Room it is being designed in shades of green which was Lois's favorite color.

Commissioner Jamieson stated that he knew Lois for many years and it's fitting to name the space reserved for Victim Witnesses after Lois. He stated that his time at the Courthouse he has seen the need for a separate space especially for people who are less fortunate.

Commissioner Smith supported the item and glad to know that it was a best practice and good use of space. It's a nice way to honor Lois's legacy who contributed to the betterment of society and dedication of public spaces helps further the civic knowledge of the community.

Commissioner Gorden supported the motion and noted that when working with her in the legislature she was always very kind toward everyone.

Commissioner Cloutier supported the motion and that he knew her for decades and was a legislature for South Portland. She was a stellar and thoughtful induvial. He stated that while he usually believes that public spaces should not be named after individuals until five years after their passing, he felt that the dedication is appropriate and supports the concept. He thanked District Attorney

Sartoris and her staff for facilitating the project.

District Attorney Sartoris thanked the Board of Commissioners for their support and invited them to the dedication ceremony in February.

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

Yes:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No:

0

24-003

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System and Provide MainePERS Special Plan 3C to the following non-union Law Enforcement Officers who regularly work more than 20 hours per week and who are not seasonal or temporary: Sheriff, Chief Deputy, Captains of CID/Patrol and Support Services Captain for service rendered after January 31, 2024. Service rendered from July 1, 2008 and January 31, 2024 for these officers remains under Special Plan 2C and service rendered before July 1, 2008 remains under Regular Plan AC.

Commissioner Witonis asked if the item had to be a consistency of over 20 hours worked or up to 20 hours worked? County Manger Gailey stated that it is over 20 hours and does not pertain to per diem staff.

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

Yes:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

24-004

Authorization for the County Manager to enter into a contract amendment between Cumberland County and Maine Public Employees Retirement System to provide MainePERS Special Plan 2C to certain non-union Cumberland County Regional Communications Center (CCRCC) employees who regularly work more than 20 hours per week and who are not seasonal or temporary: Director of the CCRCC and Deputy Director of the CCRCC for service rendered after January 31, 2024. Service rendered by these CCRCC employees before February 1, 2024 remains under Regular Plan AC.

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

Yes:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

COMMENTS FROM THE COUNTY MANAGER

County Manager Gailey gave an update on the Cross Insurance Arena. There was basketball game; boys basketball with Monteverde Academy. It was standing room only and the game was phenomenal. Other shows with high attendance included Disney on Ice and Maine Mariners Hockey games. An RFP for furniture at the new admin building in 27 Northport Dr is being released and will go before Commissioners for approval at the February Board Meeting. Other updates included that the structural engineers determined that the roof for 27 Northport cannot support solar panels. The contract for the Community Corrections building to be used by the State D.O.C. is close to being finalized. The one outstanding item is that the showers will need to be modified so that they are ADA accessible and he is proposing that the cost be split with the State of Maine.

COMMENTS FROM THE EXECUTIVE STAFF

Deputy Manager Alex Kimball stated that the audit is still continuing.

Finance Director Theresa Grover stated that she is also wrapping up the end of the year and finalizing W-2s and W-9s.

Public Affairs Director Travis Kennedy gave an update on the Legislature and their work. Commissioner Cloutier asked about the proposal for enhanced rural patrol, does that relate to the County. Public Affairs Director Kennedy stated that it is being monitored. Commissioner Gorden commented that there was an original proposal to have Maine State Police authorized positions unfilled for rural patrol to fill them or contract with the County for a deputy patrol. At the last minutes that proposal was changed as a result of lobbying. The new proposal is that it goes before the taxation committee and increase property transfer fees that would support the costs. It was ultimately denied and went to square one. He commented that the issue does not pertain to Cumberland County. But it could based on the information provided by the Cumberland County Sheriff regarding community contracts that there are areas that need more patrol but communities are not interested.

At 6:04 p.m. Commissioner Jamieson lost service and exited the meeting.

COMMENTS FROM THE COUNTY COMMISSIONERS

There were no comments from County Commissioners.

EXECUTIVE SESSION

During Executive Session Commissioner Jamieson returned to the meeting.

24-005

For the Board of County Commissioners to enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the discussion of compensation of the Cumberland County Probate Judge.

Time Into Executive Session: 6:10PM

A motion was made by Commissioner Gorden, seconded by Commissioner Witonis, that the Executive Session be APPROVED. The motion carried by the following vote:

Yes:

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

Yes:

No: 0

Absent: 1 - Commissioner Jamieson

Time Out of Executive Session: 7:29PM

A motion was made by Commissioner Jamieson, seconded by Commissioner Witonis, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Tollowing vote

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

24-006 Enter into Executive Session pursuant to 1 MRSA §405(6)(A) and (D) to discuss the evaluation of Arena Management in accordance with the Management Agreement; and update on the Portland Hockey LLC contract.

Time Into Executive Session: 6:10PM

A motion was made by Commissioner Gorden, seconded by Commissioner Witonis, that the Executive Session be APPROVED. The motion carried by the following vote:

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

No: 0

Absent: 1 - Commissioner Jamieson

Time Out of Executive Session: 7:29PM

A motion was made by Commissioner Jamieson, seconded by Commissioner Witonis, that the Executive Session be CONCLUDED. The motion carried by the following vote:

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith, and Chair Cloutier

No: 0

ADDED IN SESSION

Yes:

24-007 Accept the 2022-2023 Financial Incentive Calculation in accordance with the contract between OVG360 and the Cumberland County Commissioners in the amount of \$114,916.61. (Added in Session)

A motion was made by Commissioner Witonis, seconded by Commissioner Gorden, that the New Business - Added in Session be APPROVED. The motion carried by the following vote:

5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden, Commissioner Smith. and Chair Cloutier

No:

24-008 Accept the recommendation of the Cross Insurance Arena Trustees and submit

payment in the amount of \$296,794.00 in accordance with the financial subsidy agreement between the Portland Hockey LLC and the Cumberland County

Commissioners. (Added In Session)

A motion was made by Commissioner Witonis, seconded by Commissioner Gorden, that the New Business - Added in Session be APPROVED. The motion

carried by the following vote:

Yes: 5 - Commissioner Jamieson, Commissioner Witonis, Commissioner Gorden,

Commissioner Smith, and Chair Cloutier

No: 0

Next Meeting: Monday, February 12, 2024

ADJOURNMENT

A motion was made by Commissioner Jamieson, seconded by Commissioner Witonis, that this meeting be ADJOURNED. The motion carried by a unanimous vote.



142 Federal St Portland, ME 04101

Position Paper

Agenda Item Request:

2023 Recruitment and Hiring Update, Informational Update on Correctional Officers Hiring

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources

It has been one-year since staff presented the hiring program to the County Commissioners. This update will give an overview on hiring progress and highlight successes and struggles of the program.

Presentation: Yes



142 Federal St Portland, ME 04101

Position Paper

File #: CD 24-003 Agenda Date: 2/12/2024

Agenda Item Request:

2023 Recruitment and Hiring Update, Informational Update on Correctional Officers Hiring

Background and Purpose of Request:

Requestor: Amy Jennings, Human Resources

It has been one-year since staff presented the hiring program to the County Commissioners. This update will give an overview on hiring progress and highlight successes and struggles of the program.

Presentation: Yes

Cumberland County JailStaffing Challenges



Presented by Cumberland County Human Resources Department

February 2024

Current Hiring Process

9/1/2022 - 2/11/2023



The good news:

Between January 1, 2023 and December 31, 2023 we hired

26 Full-time

Correctional Officers

The bad news:

- 4 terminated
- **1** Dropped to per-diem
- Injured at Academy
- **13** Resignations or terminations
- **3** Transfers to other depts.
- **3** Extended medical leave

^





Adjustments to recruiting and hiring process

Modernized benefits and work environment

- Added a second Occupational Health provider to expedite post-offer physicals
- Mid-labor agreement, base rate increase and weekend shift differential for corrections collective bargaining agreements
- Increased employee referral bonuses to \$2500 for corrections and patrol
- Implemented hiring bonuses up to \$6000 for certified corrections and patrol
- Streamlined all hiring processes





3.

Advanced recruitment tools

Jazz HR

Social Media Advertising

Facebook/Instagram, Google Ads (chrome/Youtube)

Radio Advertising

One advertisement for corrections; one for patrol. Produced by a professional marketing firm, in collaboration with County staff on six radio stations in the Bangor and Portland markets





- Even with all of these efforts, we still have trouble retaining Correctional Officers and moving candidates through the hiring process in a timely manner.
- 10 Correctional Officers are eligible for retirement in 2024.



142 Federal St Portland, ME 04101

Position Paper

File #: 24-009 Agenda Date: 2/12/2024

Agenda Item Request:

Authorization for the County Manager to remit \$61,232.00 from Cumberland County to Portland Hockey LLC.

Background and Purpose of Request:

Requestor: James H. Gailey

This item is to finish the 2022/23 season Maine Mariner attendance agreement. As the Commissioners are aware, I had questions on the back-up material in relationship of the \$61,232.00. Through working with the Mariners, the questions were found to be associated with group sales tickets that I was not accounting for in my initial review.

I feel comfortable that we have fully explored my concerns and I recommend remitting the payment.

Presentation: No

Funding Amount and Source: Collected fees & FY2023/24 budget



142 Federal St Portland, ME 04101

Position Paper

File #: 24-009 Agenda Date: 2/12/2024

Agenda Item Request:

Authorization for the County Manager to remit \$61,232.00 from Cumberland County to Portland Hockey LLC.

Background and Purpose of Request:

Requestor: James H. Gailey

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I feel comfortable that we have fully explored my concerns and I recommend remitting the payment.

Presentation: No

Funding Amount and Source: Collected fees & FY2023/24 budget



142 Federal St Portland, ME 04101

Position Paper

File #: 24-010 Agenda Date: 2/12/2024 Agenda #:

Agenda Item Request:

Authorization for the County Manager to award the bid of Office Furniture RFP and enter into a contract between Cumberland County and Creative Office Resources for the design, delivery and installation of new office furniture for the 27 Northport Building.

Background and Purpose of Request:

Requestor: James H. Gailey

County staff are currently working with WSP Architects on the floor design of the County's new building at 27 Northport. The floor design is at the stage where the County needs to understand what type and size of furniture we are looking at for the various office environments. To be able to move to the next phase of design, a furniture Request for Proposals (RFP) was advertised in order to select a company and its furniture models to understand the dimensions of furniture installed in each office.

Three vendors responded to the RFP.

Staff followed up with each vendor, asking each to provide their "Good", "Better" and "Best" furniture lines with associated pricing. Staff were able to further our consideration of each vendor based on the following criteria asked of each vendor:

- Product Quality
- Product Availability, Delivery and Installation
- Qualifications and Experience
- Customer Service and Support
- Product Pricing Good, Better, Best

The Committee of Facilities Director Bill Trufant, Compliance & Audit Manager Sandy Warren, Deputy Manager Alex Kimball and myself, went through and scored each proposal based on the above criterial.

Staff brings forth Creative Office Resources as the desired vendor to contract with for the furniture fit-up at 27 Northport. The Committee felt that their qualifications and experience was very strong, their submission was far superior to the other vendors, product line was attractive and provided items that staff liked and the pricing per cubical was felt to be appropriate. Staff brings forth the recommendations that the County purchase the "Better" furniture line.

Creative Office Resources has a significant list of clients they have worked with in the past, including Cumberland County. Numerous local school districts, town and cities and universities have purchased the Creative Office Resources furniture. They have also done recent projects at MaineHousing, Hannaford HQ, Woodard & Curran and the LL Bean HQ. Creative Office Resources has the State of Maine Bureau of Purchases bid and has extended the government pricing to Cumberland County.

Funding Amount and Source: The project will be funded through designated ARPA funds.



142 Federal St Portland, ME 04101

Position Paper

File #: 24-010 Agenda Date: 2/12/2024

Agenda Item Request:

Authorization for the County Manager to award the bid of Office Furniture RFP and enter into a contract between Cumberland County and Creative Office Resources for the design, delivery and installation of new office furniture for the 27 Northport Building.

Background and Purpose of Request:

Requestor: James H. Gailey

County staff are currently working with WSP Architects on the floor design of the County's new building at 27 Northport. The floor design is at the stage where the County needs to understand what type and size of furniture we are looking at for the various office environments. To be able to move to the next phase of design, a furniture Request for Proposals (RFP) was advertised in order to select a company and its furniture models to understand the dimensions of furniture installed in each office.

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Funding Amount and Source: The project will be funded through designated ARPA funds.

Project No: RL							
Project Name: Cou	nty New Administ	ration Buildin	g Renovation				
I certify that this Ta independently scor Signed: Sandra Wa Contract Awarded Date: 02/02/2024	ed based solely on rren Title: Co	n the Criterion Ompliance and	within the RFP. Audit Manager		24		
Proposals RCVD			Proposal Fee's			Federal Provision	Total Score
Proposals RCVD Creative Office Reso	ources (COR)		Proposal Fee's \$3,353.00 Per St	ation		Federal Provision Verified	Total Score 93.7
•	ources (COR)		•		t provided		
Creative Office Reso	ources (COR)		\$3,353.00 Per St		t provided	Verified	93.7
Creative Office Reso	ources (COR)		\$3,353.00 Per St Inconclusive Cos		t provided	Verified Verified	93.7

Criterion	COR	W.B Mason	Redthread	Basis for Score /Analysis Questions
Product Pricing(15 Points)	15	7	5	 · How competitive are the proposed prices compared to similar products and services in the market? · Does the proposal offer any discounts or incentives for bulk purchases? · Is there an online catalogue with up-to-date pricing? · Are there any hidden costs or fees that may affect the overall cost
Product Quality(20 Points)	20	20	20	· Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? · If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? · What is the warranty offered on the proposed products?
Product Availability, Delivery and Installation (20 Points)	20	15	15	 Does the proposer have a reliable supply chain for product availability? Is the proposer experienced in delivering and installing furniture as required? Does the proposer have a standard operating procedure for delivery and installation? Are there any additional costs associated with delivery and installation? Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions?
Qualifications and Experience (25 Points)	25	15	20	 Does the proposer have relevant experience in providing furniture procurement, installation, and design services? Did the proposer provide a portfolio of previous projects or a list of references? Are the proposer's staff trained in their respective roles? Is the proposer knowledgeable about industry trends and best practices?
Customer Service and Support (20 Points)	20	10	10	 Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer inquiries or support requests? Are there any testimonials or feedback from previous clients to support their customer service claims? What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? Does the proposer offer training or guidance on proper use and care of the furniture and products? Is there a dedicated account manager or point of contact for the Agency throughout the project?
Total Points 100	100	67	70	

Criterion	COR	W.B Mason	Redthread	Basis for Score /Analysis Questions
Product Pricing(15 Points)	15	10	10	 How competitive are the proposed prices compared to similar products and services in the market? Does the proposal offer any discounts or incentives for bulk purchases? Is there an online catalogue with up-to-date pricing? Are there any hidden costs or fees that may affect the overall cost
Product Quality(20 Points)	15	10	15	· Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? · If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? · What is the warranty offered on the proposed products?
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Customer Service and Support (20 Points)	15	15	15	 Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer inquiries or support requests? Are there any testimonials or feedback from previous clients to support their customer service claims? What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? Does the proposer offer training or guidance on proper use and care of the furniture and products? Is there a dedicated account manager or point of contact for the Agency throughout the project?
Total Points 100	85	55	70	

Criterion	COR	W.B Mason	Redthread	Basis for Score /Analysis Questions
Product Pricing(15 Points)	10	8	6	 How competitive are the proposed prices compared to similar products and services in the market? Does the proposal offer any discounts or incentives for bulk purchases? Is there an online catalogue with up-to-date pricing? Are there any hidden costs or fees that may affect the overall cost
Product Quality(20 Points)	20	15	20	· Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? · If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? · What is the warranty offered on the proposed products?
Product Availability, Delivery and Installation (20 Points)	20	20	20	 Does the proposer have a reliable supply chain for product availability? Is the proposer experienced in delivering and installing furniture as required? Does the proposer have a standard operating procedure for delivery and installation? Are there any additional costs associated with delivery and installation? Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions?
Qualifications and Experience (25 Points)	25	25	25	 Does the proposer have relevant experience in providing furniture procurement, installation, and design services? Did the proposer provide a portfolio of previous projects or a list of references? Are the proposer's staff trained in their respective roles? Is the proposer knowledgeable about industry trends and best practices?
Customer Service and Support (20 Points)	15	10	10	 Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer inquiries or support requests? Are there any testimonials or feedback from previous clients to support their customer service claims? What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? Does the proposer offer training or guidance on proper use and care of the furniture and products? Is there a dedicated account manager or point of contact for the Agency throughout the project?
Total Points 100	90	78	81	

Criterion	COR	W.B Mason	Redthread	Basis for Score /Analysis Questions
Product Pricing(15 Points)	15	5	2	 How competitive are the proposed prices compared to similar products and services in the market? Does the proposal offer any discounts or incentives for bulk purchases? Is there an online catalogue with up-to-date pricing? Are there any hidden costs or fees that may affect the overall cost
Product Quality(20 Points)	20	20	10	· Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? · If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? · What is the warranty offered on the proposed products?
Product Availability, Delivery and Installation (20 Points)	20	20	20	 Does the proposer have a reliable supply chain for product availability? Is the proposer experienced in delivering and installing furniture as required? Does the proposer have a standard operating procedure for delivery and installation? Are there any additional costs associated with delivery and installation? Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions?
Qualifications and Experience (25 Points)	25	25	25	 Does the proposer have relevant experience in providing furniture procurement, installation, and design services? Did the proposer provide a portfolio of previous projects or a list of references? Are the proposer's staff trained in their respective roles? Is the proposer knowledgeable about industry trends and best practices?
Customer Service and Support (20 Points)	20	10	10	 Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer inquiries or support requests? Are there any testimonials or feedback from previous clients to support their customer service claims? What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? Does the proposer offer training or guidance on proper use and care of the furniture and products? Is there a dedicated account manager or point of contact for the Agency throughout the project?
Total Points 100	100	80	67	

JANUARY 25, 2024

COR Creative Office Resources

County Cumberland

Office Furniture and Related Services 27 Northport Drive, Portland, ME



RE: CUMBERLAND COUNTY

Dear William,

culture, inspires community and provides employees with a comfortable and functional County RFP. We recognize the power of an inspiring and well-designed space that shapes environment where they can do their best work. Creative Office Resources is delighted to have the opportunity to respond to the Cumberland

project, but also in building a productive, positive environment designed to empower the people provide insight, knowledge and experience from project conception to completion. The COR Our team of experts understands the importance of selecting a furniture partner that can within it. Empowering, curious, and visionaries are our guiding values. team is committed to helping Cumberland County with not only the design and delivery of this

valuable information as you navigate throughout our bid response. RFP request. You will find additional, detailed information for each of these points and other We would like to offer a few key highlights that differentiate our team and our approach to you

- A Trusted Partmer COR has been supporting clients in Maine and beyond for more than 32 years. Our experience working with clients like Cumberland County allows us to understand the unique needs and requirements of government entities such as yours.
- Cost Saving Contracts We will leverage the State of Maine and OMNIA contracts providing provide you with the best possible product pricing. the best price point. These contracts are transparent, will save you time, and allow COR to already been competitively solicited and awarded by the State, ensuring lasting quality and two contracts can be utilized in your product selection and procurement process and have the deepest manufacturer discounting available. Open to State and Local Government, these
- Problem Solvers, Designers and Doers COR's team is committed to supporting our clients work to create a space the best suits your needs. you begin to visualize the possibilities for your space, starting on page 35, we have populated with interior solutions that inspire their teams to do exceptional work. In an effort to help further thought, collaboration and design development with COR and your A+E partner as we Conventional and Mixed. We've taken some liberties in hope that these floor plans will lead to the 3rd floor at 27 Northport Drive with two different furniture programming options,
- o Within each floorplan type, we are showing a mix of private offices, workstations and could look like. Please view this as a blank budget. With 300+ manufacturer partners, meeting spaces. From this, we have come up with a preliminary budget range showing we will tailor a solution that fits your design aesthetic, budget and project timeline. as Good, Better, and Best. This reflects a range of what your project pricing per floor

- Visualization Tools and Fly-Throughs COR has a dedicated team of design experts to virtual reality and fly-through videos (with all your selected furniture and building finishes take your design to the next level, through photo-realistic renderings, kit of parts animations
- Interior Construction COR can seamlessly integrate movable, modular walls into your our team can provide you the space division and sound reduction you need with the futureproof flexibility you demand. floorplate. From glass office fronts, acoustically sound focus rooms, to 30' folding Leaf walls

possible. For reference, these links are found on pages 18, 29, and 39. at value to our submission. We encourage you to review the digital alongside the hard copy if We want to note that our digital proposal includes links to websites and videos that we believe

confident our process, experience and ingenuity position us to be that valued partner. partners to help you meet your goals and objectives. We are excited for the opportunity and are We thank you for your consideration and know that you will be looking at a number of possible

and amount of eyes that will be on it. We recognize this building will change the way current strong, thoughtfully designed work environment to ensure your team's success. and perspective employees perceive working for the County and want to provide you with a We know this project is long overdue for the County of Cumberland and realize its importance

Please reach out to us with any questions - we're here to help.

Sincerely

Pete Chaput

Creative Office Resources Vice President, Sales

- For over 35 years, COR has been in the business of understanding how people interact in a space and creating solutions driven by design beyond aesthetics, including budget and function.
- COR has worked for over 32 years with State of Maine departments, Non-Profits, Schools, and Municipalities, as well as many other government and civic agencies and organizations.
- We are a MillerKnoll Certified Dealer (Platinum Level) with access to products and resources from Herman Miller, Knoll, HAY, Muuto, and more.
- In addition, we carry over 300 additional manufacturers for diverse solutions, quality and functionality giving us the ability to accommodate any budget, aesthetic preference, or functional requirement.

Office Furniture, Install and Coordinated Design Services

- Selecting a furniture partner is a pivotal decision. COR offers a tried and true process, a creative approach, and collaborative methodology that ensures exceptional value from project conception to completion. We are dedicated to building a productive, positive environment that empowers the people within it.
- In our proposal, we share our process, including the how we will provide design services, project management, and order/delivery/install for your project
- We also provide many additional services like warehousing, maintenance, and trainings that can help to manage, maintain, and use your products in the best way

- We know the importance of selecting products and manufacturers that prioritize the environment. COR works with manufacturers like MillerKnoll, Humanscale, and many more that have pledged to reduce the environmental impact of their products.
- We will use Ecomedes, an online tool with access to 1,000s of products and their sustainability information, to help Cumberland County make product selections that match your dedication to the environment, as well as project aesthetic, budget, and function goals.

Cost Proposal

- When creating our cost proposal, we considered the information that was provided to us about the purpose of the space, as well as workplace trends, technology, and resources we have access to as a MillerKnoll Certified Dealer
- We collaborated with COR Studio, our in-house visualization team, to craft layouts that showcase our breadth of product and ability to value engineer based on different requirements. room. We encourage you to review these plans and provide feedback. These plans were generated as a foundational step for pricing considerations that included Good, Better, and Best options for the full floor, per workstation, per office, and per conference
- specification process, if other manufacturers are considered and selected, COR will present Cumberland County with necessary warranty and care documents required for maintaining We understand the importance of assurance in every investment. In our proposal, we have included warranties for the MillerKnoll Collective of Brands. Throughout the design

30

COR at a Glance

35+ Years of Experience

12 Locations & Global Reach

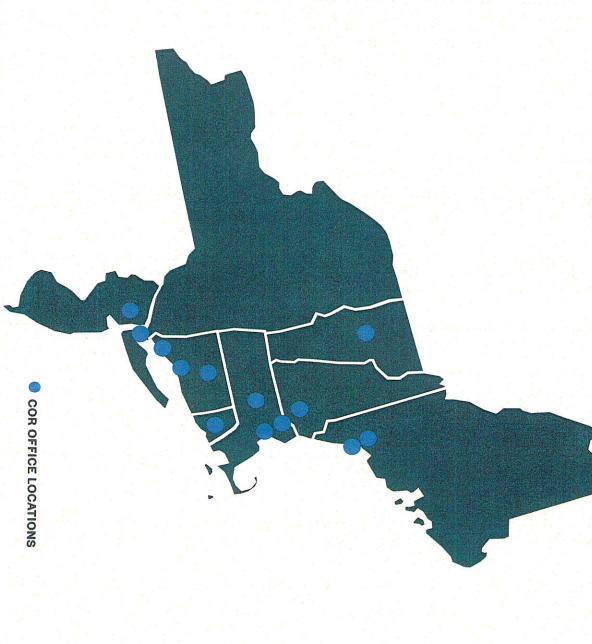
WBENC-Certified WBE

56% Women in Leadership

Platinum Level MillerKnoll Certified Dealer,

300+

Manufacturers



Local Presence

COR PORTLAND

Portland, ME 04101 141 Middle St

Westbrook, ME 04092

40 Bradley Dr

OR WAREHOUSE



7 employees. Today we have 25 full time employees in our office and another 12 employees working out of our distribution center. New England and Tri-State, sits on the corner of Pearl and Middle Street in the Creative Office Resources Portland, one of twelve COR offices located throughout Our team is located in Portland, ME, just 3.2 miles away from the project site. historic Woodman Building in the Old Port. Our Maine location started in 1991 with

controlled warehouse with up to 40,000 sq ft of racked space located in Westbrook Along with our Portland Showroom, we have a 6,000 sq ft secure, climate 4.8 miles away from the project site.

This location allows us to provide services like:

CAM CHAIR STOCKING PROGRAM

PRODUCT TRAINING

SERVICE & WARRANTY

WOOD REFINISHING AND TOUCH-UP

you need more, they are available immediately. keep extra stock of your specific chairs so when use to manage your chair stocking program. We CAM is an asset management tool that we will Your inventory is available online in real time.

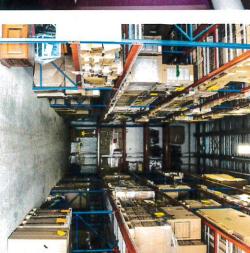
- MAINTENANCE PROGRAMS
- ELECTROSTATIC PAINTING
- PANEL RE-UPHOLSTERY & CLEANING

- SEATING RE-UPHOLSTERING & REPAIR
- extensive product knowledge that allows us to Our in-house designated service technician has complete service and warranty requests in-house In collaboration with our customer service team, needed, and complete the repair. we can quickly diagnose issues, determine the parts



COR SHOWROOM





QUALIFICATIONS

CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY / 7

27 NORTHPORT DRIVE CUMBERLAND COUNTY

CREATIVE OFFICE RESOURCES X STATE OF MAINE

We go way back.

specialists, we see first hand the As furniture experts and workplace you work, and what you like. your furniture partner that goes value of having a relationship with with the State of Maine and it's continued partnership we have We know you and your people, how further than quoting and installing. districts, and public universities. municipalities, non-profits, school COR is so thankful for the

we plan to do in the future. Maine, then look forward at what work we've done with the State of Take a look back at some of the

32 +

SINCE 1992 YEARS OF PARTNERSHIP,

150 +

AND PUBLIC UNIVERSITIES PROFITS, SCHOOL DISTRICTS, MUNICIPALITIES, NON-

INCLUDING:

- MAINE PUBLIC EMPLOYEE RETIREMENT SYSTEM
- MAINEHOUSING
- YORK COUNTY COURTHOUSE
- CUMBERLAND COUNTY
- & MORE ON NEXT PAGE









of Maine Our Stat

City of Ellsworth City of Biddeford Casco Bay Island Transit Cape Elizabeth School Dept Brunswick Sewer District Brunswick School Dept Brunswick and Topsham Water District Brunswick Police Department Bangor Police Dept. Blue Hill Public Library Bath Housing Development Corp Bath Housing Authority Augusta Housing Authority 3iddeford Police Department Bangor Public Library Bangor Housing Authority Avesta Housing Augusta School Dept Auburn School Department Aroostook Medical Center (TAMC) Army National Guard Animal Refuge League Admin Office of the Courts elfast High School

Falmouth School Dept - ME Foxcroft Academy Falmouth Memorial Library Cumberland County Registry Of Deeds Cumberland County Jail County of Cumberland City of Presque Isle Community Health Options City of Waterville City of South Portland City of Portland City of Old Town Community Housing of Maine Inc RSU1-Bath Kegional School Unit 13 Portland Water District Portland Public Library MSAD #75 MSAD #51 Nature Conservancy MSP - Troop K MSAD #28 MSAD #15 dano En Mano Maine Veterans Homes Kennebunk Town Hall Maine College of Art isbon Police Dept.

Portland School Department Portland Housing Development Corporation Portland Community Health Center Office of The District Attorney Mt Blue Regional School Dist ME Academy of Natural Sciences Mount Desert Police Dept Maine State Housing Authority Maine School Boards Association Maine Real Estate Management LLC Maine Municipal Bond Bank Maine International Trade Center Long Creek Youth Development Lewiston School Department Kennebunk Sewer District Kennebunk Police Dept Gorham School Department Maine Fire Marshal Office Maine Coalition to End Domestic Violence Kennebunk Fire Dept lancock County Dispatch SOM Maine Dept of Labor SOM State Board Licensure/Medic ine SOM Medical Use of Marijuana Program SOM Maine State Prison Corrections SOM Maine State Legislature SOM Maine Public Emp Retirement SOM Inland Fisheries & Wildlife SOM Public Utilities Comm. SOM Governors Office SOM Finance Authority of Maine SOM Dept of Treasury SOM Dept of Transportation SOM Bureau of Rehabilitation Services SOM Bureau of Human Resources Service Center SOM Dept of Environmental Protection SOM Dept of Education SOM Dept of Conservation SOM Dept of Agriculture SOM DAFS State Controller SOM Bureau of Parks and Lands SOM Bureau of General Services Social Security Administration RSU 64 RSU 39 SOM Dept of Human Services SOM Dept of Corrections Scarborough School Department Scarborough Public Library RSU 71 RSU₅ Scarborough Sanitary District Scarborough Police Department Sanford School Department

Yarmouth School Dept. York County Community College **Woodfords Family Services** Windham School Dept Westbrook School Department University of Maine System University of Maine At Orono Town of Rockport, Maine Town of North Yarmouth Windham Correctional Center University of Maine Iown of Windham fown of Standish Iown of Scarborough Town of Newcastle Town of Kittery Town of Gorham lown of Georgetown, ME Iown of Freeport Town of Durham Sweetser St Josephs Rehab + Residence Southern Maine Finance Agency Southern Maine Community College Southern Maine Agency on Aging South Portland School Dept. fown of Falmouth Iown of Arundel Thornton Academy South Portland Housing Authority Somerset County Jail SOM State Library SOM State House Building lown of Bucksport SOM State Police own of Brunswick SOPOSUP

CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY / 10

York County Sheriffs Office

MaineHousing

MaineHousing, the leading provider of affordable housing resources in Maine, purchased an existing two-story building at 26 Edison Drive to renovate into their new corporate offices cafeteria and collaborative spaces. spaces, conference rooms, interview rooms, boardroom, fitness/yoga room, and training room, and collaborative space for their employees to work. The space consisted of open-office work Harriman and Landry/French to help transform the 65,000 sq ft into a more open, natural after outgrowing their current location in downtown Augusta. COR was selected to work with

Location: Augusta, ME

Partners: Harriman Architecture, Landry/French Construction
Manufacturers: Herman Miller, DIRTT, National, Humanscale, Sit On It









QUALIFICATIONS

OFFICE FURNITURE, INSTALL AND COORDINATED DESIGN SERVICES

SUSTAINABILITY

COST PROPOSAL

Woodard & Curran

Woodard & Curran, an integrated science, engineering, design-build, and operations company was ready to relocate to a more modern space in downtown Portland. The new building was built with LEED Silver Standards and is approximately 56,000 square feet. In collaboration with Workplace Transformation Facilitation, Cuningham, and Cianbro, a new space on carbon, circularity and chemistry with long-term warranties. The space included workstations, huddle rooms, products and materials, and regenerate nature. For COR, this meant identifying products that met environmntal standards conference rooms, and lounge areas. The principles of the Circular Economy were applied while selecting products to design out waste and pollution, circulate was formed for Woodard & Curran with careful planning and thought towards the environmental impact of the project.

Location: Portland, ME

Partners: Workplace Transformation Facilitation, Cuningham, Cianbro

Manufacturers: Herman Miller, DIRTT







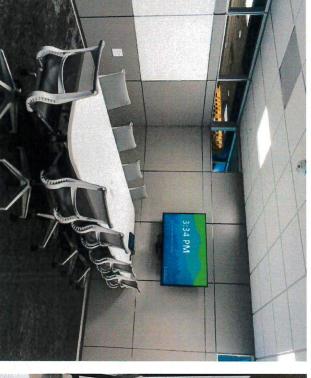


Confidential Retail Client

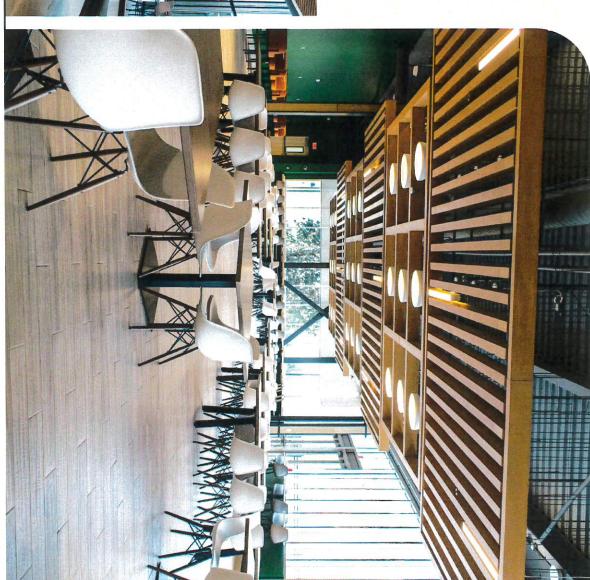
This confidential retail client wanted to create a new campus for their headquarters using an existing warehouse building previously used for manufacturing. With SMRT and Zachau Construction at the forefront of the project, Creative Office throughout for space division, office spaces, and acoustical protection. Resources worked closely with the project team to furnish the new 354,000 sq. ft. space. The project included workstations, custom executive offices, conference center, a boardroom, a health clinic, central dining with a full kitchen, state-of-the-art fitness facility, grab-n-go snack bars, and multiple break-out and touch down spaces. Throughout the building, the interiors and furniture tie in elements of the outdoors and the natural beauty of Maine. Prefabricated construction from DIRTT was also used

Location: Freeport, ME **Partners:** SMRT, Zachau Construction

Manufacturers: Herman Miller, DIRTT, OFS, Humanscale, CCN, Geiger, Loftwall, Enwork, Created Hardwood, KI









Our Services

successful projects from concept to execution and beyond. Creative Office Resources provides a range of services for our clients to support

Schematic Design

Schedule and critical path development

 Installation and delivery logistics Site surveys and evaluation

Trade and inspection coordination

Relocation and reconfiguration planning

Nationwide installation management

PROJECT MANAGEMENT

- **Alternative RFP Solutions**
- Custom Product Modeling & Symbols
- Photo-Realistic Renderings
- Product/Kit of Parts Animations

& MANAGEMENT **FURNITURE MAINTENANCE**

- Repair service and warranty work
- Short- and long-term inventory storage
- CAM (Client Asset Management)
- Chair demo program and full station

- Tailored Product Applications
- Co-Creation & Solution Details

- Fly Through Videos

360 Panorama/Virtual Reality

- Visioning Packages & Look Books

WORKPLACE STRATEGY

- Ergonomic and well-being evaluations
- Buy-back program
- Furniture rentals
- **Budgeting and estimating**
- Financing
- Change management planning
- Reconfiguration, relocation and

Our Process

PROJECT KICK-OFF	LISTEN & DISCOVER	SOLUTION	ORDER PERFECTION	PROJECT LOGISTICS	PROJECT EXECUTION	DELIVERY & INSTALLATION
 Introduce project teams Clarify project goals 	 Define how user teams work 	 Develop and refine typicals 	 Create final proposal and obtain sign off 	 Complete pre-install site visits 	 Track manufacturing progress 	 Manage all deliveries, installation, and furniture
and scopeIdentify key	 Clarify aesthetic preference 	 Coordinate power and data requirements 	 Submit purchase order to vendors 	 Develop a critical path for delivery and installation 	 Track project milestones 	placement on siteReview ongoing punchlist
checkpoints and	 Create budget 	 Populate floor plan 	 Coordinate and develop 	 Coordinate execution 	 Schedule shipments and 	daily to resolve any issues
schedule	 Ideate solutions 	 Finalize fabric and finish selection 	install ready plans	details with entire project team, including trades	 Receive and inspect 	as soon as identifiedDocument installation
		 Verify selections with visualization tools 		 Participate in construction meetings 	shipments	 progress Continue coordination with other trades

10年 清								
	DISCOVER	SOLUTION	ORDER PERFECTION	PROJECT LOGISTICS	PROJECT EXECUTION	DELIVERY & INSTALLATION	DAY 2 & BEYOND	
oject teams ct goals	 Define how user teams work 	 Develop and refine typicals 	 Create final proposal and obtain sign off 	 Complete pre-install site visits 	 Track manufacturing progress 	 Manage all deliveries, installation, and furniture 	 Post project evaluation call 	Recons
	Clarify aesthetic	· Coordinate power and	 Submit purchase order 	 Develop a critical path for 	٩	placement on site	On-site ergonomic	-

•		
Service and warranty work	On-site ergonomic training	

Design

OUR GOAL: Create well-designed spaces that shape culture, while meeting aesthetic, budgetary, and functional needs

knowledge & trends to collaboratively enhance the efficiency of your space. with WSP, utilize strategic thinking, tactical expertise, and industry alongside our in-house visualization team, COR Studio, and in collaboration HOW WE DO IT: With our team of over 60 skilled designers, working

OUR DESIGN SERVICES AND DELIVERABLES:

- 2D & 3D drawings Space planning
 - Kit of parts animations
- Photo-realistic renderings

Fly-through videos

- Ancillary finish documents Virtual reality
- Furniture budget creation

BENEFITS: With COR, you will have access to a team of designers who A&E firm, WSP, to ensure they have the resources needed to complete this visits, and finish selections. We will work in collaboration with your selected speak furniture, including local designers that will attend meetings, site workplace research and more. project, whether it's value-engineering, furniture symbols, finish samples,

See next page for more on our Design Services >>



EST-152

◆→ Swapportunities

Try these similar options from Herman Miller Group



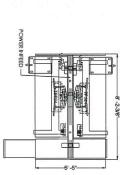


Verus Chairs

Digitally Matched

Digitally Matched





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QUALIFICATIONS

OFFICE FURNITURE, INSTALL AND COORDINATED DESIGN SERVICES

SUSTAINABILITY

COST PROPOSAL

CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY / 17

DESIGN APPROACH

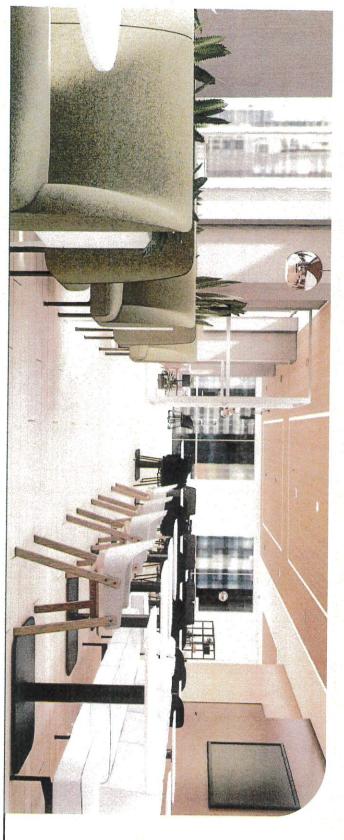
COR Studio

supporting the vision and design intent. solutions for unique space planning needs, visualization. We partner with clients and strategy, co-creation, tailored solutions and A&D during design development to foster team within COR that focuses on discovery, COR Studio is a consultative and strategic

> visualize their potential spaces! COR Studio helped two Maine clients Click the buttons below to watch how

HANNAFORD

WOODARD & CURRAN



STRATEGY & VISUALIZATION

- Schematic Design (Overall Floor Plate Planning & Strategy)
- Alternative RFP Solutions
- Tailored Product Applications (Customization & Blending)
- Custom Product Modeling & Symbols
- Co-Creation & Solution Details
- Photo-Realistic Renderings
- Product/Kit of Parts Animations
- Fly Through Videos
- 360 Panorama (Virtual Reality)
- Visioning Packages & Look Books

Project Management

processes and systems as a consultant to guide the overall project process utilizing our tried-and-true OUR GOAL: Work with Cumberland County as not only a furniture vendor, but

the project stays on track, every step of the way. Bridge allow for seamless communication with the entire project team to ensure schedule throughout the duration of the project. Our systems like CORE and The overall critical path, all while closely monitoring the project scope, budget and HOW WE DO IT: We work hand-in-hand with your project team to develop an

A GLANCE AT OUR PM SERVICES:

- Schedule/critical path development and management
- Site surveys and evaluation
- Installation and delivery logistics
- Trade and inspection coordination
- Relocation and reconfiguration planning and oversight
- Conduct walk throughs during and after installation

construction schedule with no delays or wasted time. working with other trades allows for us to seamlessly integrate furniture into the arise, reducing risk for Cumberland County. Our experience coordinating and BENEFITS: Our PMs focus on identifying and resolving problems before they

See next page for more on our Project Management >>

Course: Shipping	d with line:	Punchlet Project Product et number Product et number Product et number Product et number No Highlighted plan? No Punch 89	Participants Pea Chaput Salesperson 201-616-5521 Pean Chilat Details	Punchist Punchist Order/Anchorder Gustomer: Order Mana: Order Mana: Foreman:	COR Creative Office Resources Portland, ME 64101 Phone 201-715-100 Fax 201-715-1003 www.creativeofficeparillon.com
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Date: Labo Kenney Bronce Trace		Phone: 207.989,4824		

	479088 Great Openings	47255 Great Openings	COR-ME Freight	PO # / Vendor	Sara Buccheri	Pete Chaput	Griffin Baker	Name	Ship To Contact:		Ship To:			Customer:	CI Carine Office Desources
	07/05/23	05/23/23		PO Date					LAURIE SIMON simon@cumber	Portland,	36 County Way	Cumbarts		Cumberts (CUMBER	140
(1) Electric Table Base - 3-Leg - White - Extended Rantgo - 24/30" adjustable C-Foot		(1) Floating Mod Panel 60'Wx11'Tbx2'D For 72' WS		PO Description	Clant Sen	Salesperson	Account Mananger	Resource	LAURIE SIMON simon@cumberlandcounty.org	Portland, ME 04102	Way	Cumberland County Jail		Cumberland County Juli (CUMBERLANDCOUNTY JAIL)	VILLE INCO
Cumberland County	Cumberland County Jail	Cumberland County Jail		Ship To	Clent Services Coordinator	5	ananger		Salesperson:	Customer PO	Project Name/8	Order Type:	Due Date:	Order Date:	oulces
Cumberland County PC00693638 06/15/23	324061 07/11/23	322219 06/20/23		Ack 81 Ack Date		207-619-9521		Phone	on: Chaput Baker	PO signed quote	me/# N/A	Drop Ship	07/20/23	: 05/23/23	
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				Est Install Date	Buccheri@cr	maputgerea	- Braver			Sit-star george		No		No Dra	Ī
				Work Order # / Scheduled Install	Sara Buccheri@creativeofficeresources com	pote chaput@creativeofficeresources.	com			Sit-stand retro courtney george				No Drawings Required	01401

QUALIFICATIONS

outlets, 1 USB C outlet, 1 USB A outlet

Streamlining Success Through Careful Planning

ensuring a smooth and efficient process from start to finish. potholes in the journey so that we can proactively address them, is like paving the road ahead. Our goal is to identify potential At COR, we understand that successful project coordination

guiding us through the intricate details that can often make or unique requirements. This sheet serves as our road map, break a successful furniture installation. Coordination Sheet, meticulously tailored to each project's To achieve this, we employ a comprehensive Project

See next page for more on our Project Management >>

Project Coordination Sheet

General Information:	
Client: Project Name:	
Architectural Firm: Design Firm:	
General Contractor:	
AV Contractor: Cabling Contractor:	
mover date(s): Cilent	
g requirements fo	
Building/Site Information:	
Building requirements for delivery to building: Rogular timeOvertime	
Building requirements for installation: Regular time Overtime	
Building requirements for Installation labor. Union Non-union	
Will elevator be certified/available for installation; Yes No	
If elevator operator required who carries cost?	
Hevator: Freight Standard N/A	
Elevator restrictions;	
Pavement completion date?	
	e copy to us.
Background checks required for installers? YesNo	
Type of floor covering (for caster selection)	
Wall base; cove molding hardwood N/A	
ve will provide s	lectrician to review.
Fixed or bolt down seating/tables? TesNoIf so, we would like to be a part of the conversation and will bring in any applicable Manufacturer's	iversation and will bring in any applicable Manufacturer's
experts to consult.	
Any non-standard power requirements for workstations? Please explain:	
Quantity and locations of copiers and printers:	
Voice/Data: Hardwired Wireless Both	
Type / quantity and location of V/D and electrical required in conference table grommets: $_{\cdot}$	
Additional teams wa will be interested in and would follow up add structures as its	
the state of the s	
Site difference Assistance of the state of t	Cuttet locations
Site evaluation for traiter truck deliveries	Voice and data locations
• Loading dock availability	Floor Core locations - provide locations to coordinate with
 Thermostat / Light switch locations 	furniture layout and double checking they were put in
 Sil heights 	correctly.
 Radiators size and location 	Coordination meeting with Client, General Contractor,
Overhanging counters	Hectrician and Voice/Data Contractors.

COR / creativeofficeresources.com NY / MA / ME / NJ / NH / CT / RI / VT

QUALIFICATIONS

CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY / 20

opportunity for error, damage, or delays to save time and money for Cumberland OUR GOAL: Properly order, receive and install your product while reducing County, and prepare the space for employees to move in.

HOW WE DO IT: Using our systems like CORE and the Bridge, our team will carefully enter orders, manage tracking and receiving, and schedule deliveries and

subcontractor selected will meet requirements of the Davis Bacon Act. cost, experience, location, and schedule when selecting a subcontractor. Any COR employs our in-house team of installers, but will also use subcontractors when needed to supplement our team. To ensure the best value, quality, and result for Cumberland County, COR will send out a bid for pricing on installation and identify the option best suited for the project needs. COR takes into consideration

entire delivery and installation process working closely with our installation foreman, architects, contractors and other Additionally, our field management team will be on site throughout installation. trades, coordinating the efforts of everyone involved to successfully manage the

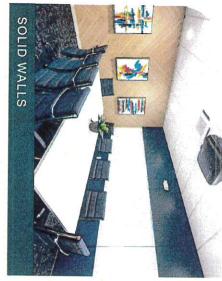
problems that may arise. proper condition for installation. Cumberland County will be kept in communication reviewed and ordered, and that upon arrival, will be inspected to ensure they are in BENEFITS: You can rest assured that our the products selected will be carefully throughout the order and installation phases and notified of any changes, delays, or



Interior Construction

offerings form a key component of our commitment to delivering crucial role in the design and development of built environments. comprehensive workspace solutions across various industries. variety of budgets, aesthetics, and functional requirements. These diverse range of prefabricated construction systems that meet a To tailor our services to your unique project needs, we employ a We believe that prefabricated interior construction should play a

- Broad Capabilities Glass walls, solid walls, casework, decorative and structural timber, and folding walls
- Sustainability We can contribute to LEED or other certifications
- Technology Integration Aesthetically cleaner, flexible for change
- Speed Get your project completed faster (if a full DIRTT solution)
- Tax Advantages 7 year depreciation verse 39 year (conventional construction) and bonus depreciation
- Flexibility Easy and low-cost change in the future
- Savings Lower operating expenses

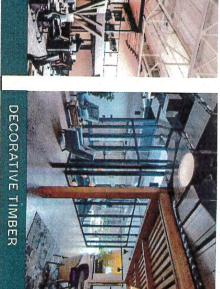


GLASS WALLS





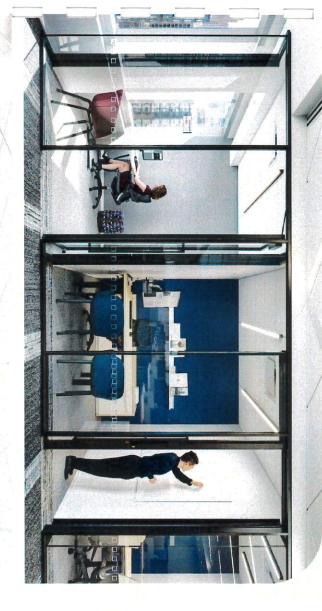




QUALIFICATIONS

STRUCTURAL TIMBER

ADDITIONAL SERVICES



Day 2 Services

doesn't end after installation. Our relationship with Cumberland County

ergonomic tutorials. COR can help you workspace, from product trainings to seamless experience. welcome your team to the new space for a your employees in the transition of a new We know the importance of supporting

growing team, a change in space function, or a change is happening constantly. Whether it's a repairs/refurbishing, and reconfigurations. stained seat cushion, we can provide storage, As experts in the workplace, we know that Your space should change with you!

Employee Training Ergonomic Tutorials

DAY 2 SERVICES

- Reconfiguration
- Comprehensive Asset Management
- Warehousing
- Wood Touch-Up
- Repair/Refurbishing
- Maintenance
- Warranty Service
- Quick Ship Inventory
- Workplace Strategy Consultation
- Change Management

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S

Inventory, Asset Management & Storage

growth while we take care of the rest. ahead. With our seamless solutions, you can focus on your business's assets are efficiently stored, tracked, and ready for whatever changes lie Our asset management and storage services ensure your furniture and is constantly evolving, whether it's a move, renovation, or reconfiguration. At COR, our services go beyond move-in day. We know that your workspace

on us for reliable and safe storage while providing access and insights on software platform built specifically for furniture dealers, our clients can rely your assets for improved utilization. With 300,000 square feet of warehouse space and CAM, our web-based

WAREHOUSE FEATURES

300,000 square feet

State-of-the-art facility

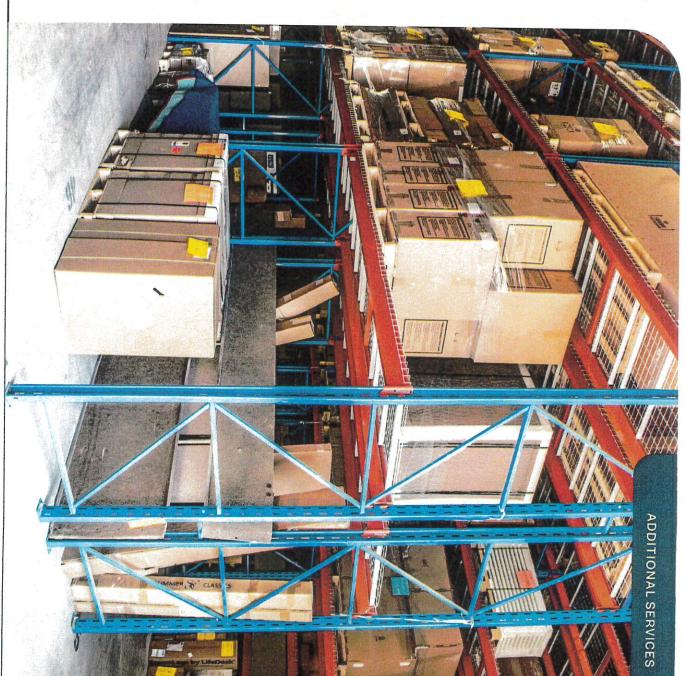
- Climate controlled
- Secure
- Operated by staff of specialists installation and product

WAREHOUSE SERVICES

- Cleaning
- Delivery
- Refabrication and refinishing
- Repair

Staging

Storage



Our Commitment to the Environment

with furniture donation and decommission organizations to promote with manufacturers renowned for sustainable design, and collaborating circular economy practices. initiatives, practicing sustainable fleet management, forging partnerships implementing robust recycling programs, adopting energy efficiency comprehensive approach to carbon footprint reduction. This includes COR is dedicated to minimizing its environmental impact through a

RECYCLING PROGRAMS

packaging by refraining from purchasing new sustainability, and have a conscious approach to waste reduction, and overall environmental are recycled through Republic Services, helping protect the environment. We also prioritize pallet averaging over 90 metrics tons per year. All boxes and instead reusing. reuse to contribute to resource conservation, materials involving hazardous chemicals compactor. Our metal and aluminum is recycled COR places a strong emphasis on recycling responsibility. We recycle all cardboard, plastic, foam and small trash in a dedicated on site demonstrating a commitment to environmental

ENERGY EFFICIENCIES

are issued laptops, which are 90% Copiers, printers, and scanners are carbon emissions, minimizing more energy efficient. Energy Star rated and all employees waste, avoiding hazardous materials transitioned to all LED lighting both the environment and society. promote energy efficiency, reducing including automatic shut-off to lighting practices that benefit and contributing to responsible COR warehouses and offices

FLEET MANAGEMENT

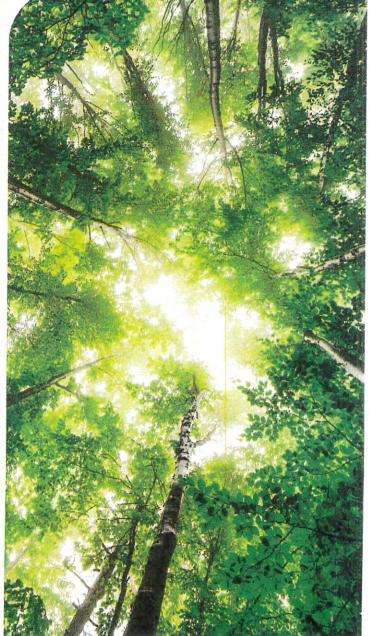
and overall environmental impact contributing to reduced emissions and reduce fuel exposure. We also number of vehicles on the road current EPA emissions standards, enforces a strict anti-idling policy basis, aiming to minimize the Fluid (DEF). Our fuel company unnecessary engine idling, for our fleet, which minimizes refuels our fleet on a weekly requiring the use of Diesel Exhaus COR has 15 trucks that meet

MANUFACTURER PARTNERSHIPS

to reduce their carbon footprint, design works with global partners and brands help improve the health of our planet and dealer, we see first hand how MillerKnol will assist with achieving product LEED leaders in sustainable design and guide out waste, and source better materials are environmentally preferable and our clients with product selections that We support MillerKnoll in their efforts to certification. As a MillerKnoll certified We partner with manufacturers who are

DONATION COLLABORATIONS

organizations avoid landfill and bring and under served communities. furniture back into their communities by offering services that decommission, social and environmental responsibility supporting non-profits, public agencies reinventing the liquidation process, these The Furniture Trust, ANEW, Material We collaborate with organizations like for the Arts and more that demonstrate recycle and donate used furniture. By



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Vision for a Better World

governance (ESG) focus areas. across MillerKnoll's environmental, social, and they share data and details from initiatives make as a company. In their Better World report for good continues to drive the decisions they As MillerKnoll looks to the future, their passion



DOING MORE FOR OUR PLANET:

sustainable practices. and they've engaged the community around carbon emissions, the smart use MillerKnoll sharpened their goals of suppliers and associates in their of resources, and eco-inspired design,



ENSURING ALL PEOPLE CAN THRIVE

create spaces where all people feel seen, and all MillerKnoll embraces policies, practices, and perspectives are heard. diverse workplace and industry, and that programs that advance a more equitable and



DESIGNING A BRIGHTER FUTURE:

with their purpose and values. volunteerism, and collaborations that align They deliver impact through grantmaking, philanthropy focuses on their diversity, equity, MillerKnoll's community impact and global inclusion, and belonging (DEIB) ecosystem.

2022 ESG Highlights

contract facilities waste at 14 of their global reduction in packaging

across 9 days for global brands engaged Understanding their 2022 Days of

FY 2021-2023 diverse suppliers from directed to spend with

associate volunteer

hours annually

to MillerKnoll commitment

Philanthropic

communities

Day of Purpose participation in Global brand and community

Cost Proposal

Discounts & Price Lists
Our Solutions
Preliminary Budget
Terms & Conditions
Warranty
Bid Forms

)SAL

CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY

Discounts & Price Lists

DISCOUNTS

products that fit all needs and provide the best value. we can provide insight and advice throughout the furniture specification process to select are very familiar with both of these contracts and the products available through them so the discount levels for each contract are dependent on the products being specified. We OMNIA, which are available to all non-profits and municipalities. It's important to note that For Cumberland County, COR will utilize two contracts, the State of Maine Contract and

The next two pages go into further detail about each contract and how it works.

Please note, all pricing shown is List Price and do not reflect discounting that Cumberland County would receive. Our manufacturers provide price lists/books that can be accessed and downloaded online.

Click the manufacturer names to view their price lists.

Herman Miller SitOnIt

Humanscale

*Additional price lists available upon request.



S

State of Maine Contract

WHAT IT MEANS:

- The bidding has already been done by the Bureau of Purchases, saving time and money by utilizing the process already completed.
- The contract is based on maximum volume, so the same discounting applies to one
- This contract is re-evaluated every 3 years.
- These products not only meet ANSI/BIFMA industry standards but many have gone through the University of Maine test lab, ensuring qualify and durability.

WHO CAN ACCESS IT:

- Municipalities, School Districts, Non-Profits and Public Universities can access at the deepest pricing levels whether buying one item or outfitting an entire building.
- Over 100 municipalities and countless State of Maine departments have taken advantage of this agreement over the past 30+ years.

WHAT WE PROVIDE:

Competitive pricing on high quality and durable products

Workstations

Filing & Storage

WHAT'S AVAILABLE:

- Comprehensive product offering
- In-house services to support before and after the sale needs:

Seating

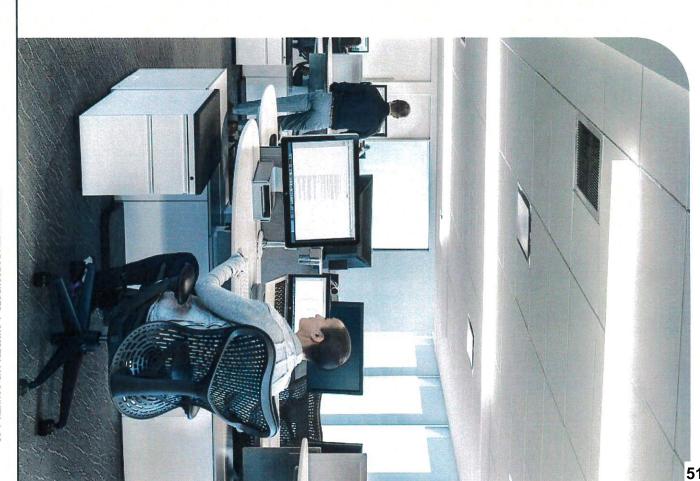
Herman Miller

 Sit On It AllSeating

Tables

- Space Planning and Design
- Project Management
- Delivery and Installation
- Post Sale Support
- The best warranties on products

SUSTAINABILITY



OMNIA Partners

WHAT IT MEANS:

- OMNIA Partners is the largest cooperative purchasing organization for the public sector in the U.S.
- It aims to provide cost savings for products and services, along with reducing administrative costs associated with competitive bids.
- OMNIA Partners connects thousands of public agencies and combined purchasing power. educational institutions with hundreds of supplier partners for
- Discounts are tiered and based on selected products and quantities.

WHO CAN ACCESS IT:

- States and State Agencies
- Cities, Counties and Municipalities
- Public/Private Primary Education Institutions
- Public/Private Higher Education Institutions
- Nonprofits and Charitable Organizations
- and Special Districts

BENEFITS:

Cost Savings

Through economies of scale, our cooperative contracts offer hard cost savings by leveraging the purchasing power of public agencies across the country. This results in better pricing for you!

Time Savings

- Understanding your teams are often understaffed and overburdened, we act as resources to create a faster, simpler process.
- We streamline for efficiency, freeing you up to focus on other important Option to piggyback off the resulting award without spending the time to go out

Best Value

for solicitation yourself

- We know your teams have standards that must be upheld and considered when making purchasing decisions. The OMNIA contract has been competitively solicited and publicly awarded by a lead agency – a thorough RFP Process and awarded for best value.
- There is no cost to participate
- Increased buying power

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oints hree K

TO KNOW BEFORE YOU REVIEW OUR SOLUTIONS



WHAT WE CREATED

- Diverse layouts for
- The 3rd Floor of 27 Northport could look like. floor plan of what your space Drive was used as the sample
- These plans were generated as Layout and furniture options a foundational step for pricing considerations.
- workstations, private offices, and ancillary furniture in both Conventional and Mixed Styles
- Utilized the physical space of the 3rd Floor at 27 Northport Drive to of space utilization based on distinct work styles and functional requirements.
- of illustrating pricing and layout While our proposal may not be ar exact fit for Cumberland County, manipulations. the exercise serves the purpose

your specific needs, desired can be tailored to meet

aesthetic, and project budget.

HOW WE DID IT

- our in-house visualization team, We collaborated with COR Studio breadth of product and ability to to craft layouts that showcase our value engineer based on different requirements
- present a tangible demonstration

HOW WE PRICED IT

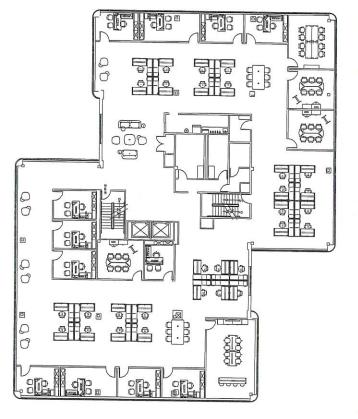
- We priced the entire floor, as well as per workstation, per office, and per conference room.
- of Maine and OMNIA Partner Best options within the State We provided Good, Better, and Contracts.
- Good, Better, and Best Options product selection. function, differing primarily in maintain consistent style and
- 3rd Floor pricing can be extrapolated for an approximate 3), with the caveat that costs for other floors will vary if layouts 3rd Floor example, which we and functions deviate from the full project cost (multiplied by expect to be the case.

Conventional Layout

WHAT IS CONVENTIONAL?

Most workers are focused on similar tasks completed at assigned individual workpoints. Assumes all assigned desks, no flex stations, larger offices and workstations, and fewer group spaces, mostly meeting rooms.

OVERALL PLAN



TYPICAL CONFERENCE ROOM



TYPICAL WORKSTATION

GOOD



*INSTALLATION ESTIMATE IS 20% OF FURNITURE

\$5,259.00

PRICING INCLUDES TASK &

Installation Estimate \$36,000

Price Per Office \$4,725.00

\$179,648.00

Price Per Workstation \$2,260.00

BETTER

PURCHASE	INSTALLATION ESTIMATE	Installation Estimate \$42,500	Full Furniture Purchase \$212,760.00
*PRICING INCLUDES TASK & CONFERENCE SEATING	Price Per Conference Room	Price Per Office	Price Per Workstation
	\$7,051.00	\$5,932.00	\$2,715.00

BEST

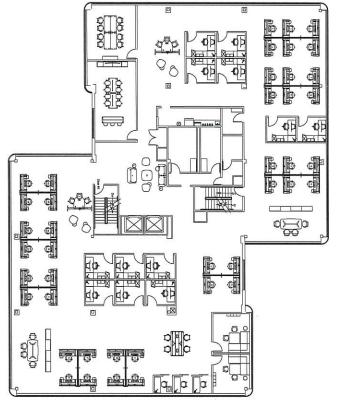
This is not a quote. This proposa Additional work and discussions a	PURCHASE	INSTALLATION ESTIMATE IS 20% OF FURNITURE	Installation Estimate \$49,000	Full Furniture Purchase \$244,702.00
This is not a quote. This proposal is an estimate of potential layouts. Additional work and discussions are necessary to provide exact numbers.	'PRICING INCLUDES TASK & CONFERENCE SEATING	Price Per Conterence Room \$8,148.00	Price Per Office \$7,362.00	Price Per Workstation \$2,800.00

Mixed Layout

WHAT IS MIXED?

Several workers complete a variety of tasks across a mix of assigned and shared settings. Assumes fewer and smaller offices, smaller workstations, and more group spaces with greater variety.

OVERALL PLAN







TYPICAL WORKSTATION

GOOD



BETTER

IS 20% OF FURNITURE

\$5,757.00

*PRICING INCLUDES TASK & CONFERENCE SEATING

*INSTALLATION ESTIMATE

\$42,600

\$3,324.00

Installation Estimate

\$213,030.00

Full Furniture Purchase

Price Per Workstation \$2,610.00

PURCHASE	INSTALLATION ESTIMATE	Installation Estimate \$51,600	Full Furniture Purchase \$257,984.00
*PRICING INCLUDES TASK & CONFERENCE SEATING	Price Per Conference Room \$6,259.00	Price Per Office \$4,125.00	Price Per Workstation \$3,240.00

BEST

PURCHASE	INSTALLATION ESTIMATE	Installation Estimate \$60,750	Full Furniture Purchase \$303,718.00
*PRICING INCLUDES TASK & CONFERENCE SEATING	Price Per Conference Room	Price Per Office	Price Per Workstation
	\$8,347.00	\$4,736.00	\$3,695.00

COST PROPOSAL

Preliminary Budget

cost estimates by three. to create a budget by multiplying the single floor previous pages and extrapolated the estimated cost In an effort to provide a tangible budget, we have taken the two floorplate typicals shown on the

Best pricing for the full 3 floor building. seen on the previous pages as Good, Better, and On the right, you will see the two layout scenarios

schedule, and budget. budget, and style to create a customized plan, we will begin our process with Cumberland the Cumberland County project. Upon award, County and WSP to understand project goals, be the final layout, specifications, or budget for We want to emphasize that this is not meant to

Conventional

GOOD

Full Building Furniture Purchase \$538,944.00

\$108,000 Installation Estimate

*INSTALLATION ESTIMATE IS 20% OF FURNITURE PURCHASE

BETTER

\$638,280.00 Full Building Furniture Purchase

\$127,500.00 Installation Estimate

BEST

\$734,106.00 Full Building Furniture Purchase

\$247,000 Installation Estimate

"INSTALLATION ESTIMATE IS 20% OF FURNITURE PURCHASE

Mixed

GOOD

\$636,090.00 Full Building Furniture Purchase

Installation Estimate \$127,800.00

'INSTALLATION ESTIMATE IS 20% OF FURNITURE PURCHASE

BETTER

\$773,952.00 Full Building Furniture Purchase

\$154,800.00 Installation Estimate

INSTALLATION ESTIMATE IS 20% OF FURNITURE PURCHASE

BEST

\$911,154.00 Full Building Furniture Purchase

\$182,250.00 Installation Estimate

COST PROPOSAL

PRICING CONTINGENCIES:

- 50% Deposit is required
- Pricing is valid for 30 days after proposal submittal
- Prices shown are current, based on manufacturer's include a 3% discount if payment is by check, wire or ACH prevailing price list at the time of order entry. Prices may be subject to change on subsequent orders. Prices offered
- New product design services include (1) plan, (1) revision and installation drawings. Additional design services will be quoted on an hourly basis.
- Change order fees are based on Creative Office Resources Purchase and Sale Agreement.
- Product order changes cannot be made to an order without written documentation from the client to COR.

generally across all Products. unexpected events faced by Seller and may be applied in costs driven by extraordinary, emergency, unusual or cost of manufacturing, supplying or distributing Products pay to Seller a surcharge in the event of any extraordinary, SURCHARGES: Following notice from Seller, Buyer shall Such surcharges are intended to cover temporary increases governmental laws and regulations, energy/fuel charges]. including, without limitation, tariffs, complying with emergency or other unusual or unexpected increases in the

INSTALLATION TERMS AND CONDITIONS

- This quote is based on one time non-union delivery direct to site and a one phase non-union installation unless otherwise noted in the body of our warehouse is requested or required, there may be additional charges If additional charges are incurred, COR will provide a quote for these the quote. If additional deliveries, phases or rerouting of the product to changes to scope.
- Installation assumes exclusive access to loading dock, freight elevator assessed for installations requiring product to be carried up stairs. and receiving area on the floor being installed. Additional charges will be
- Product will be quoted to ship to a subcontractor or a Creative Office subcontractor warehouse, additional handling and storage charges will be to site. If direct shipment is required to be redirected to a COR or Resources warehouse and redelivered, or to ship direct from manufacturer
- The area being installed must be clear and ready for furniture installation Creative Office Resources. floor vacuumed before the job is completed. All trash will be removed by furniture removed). The furniture installation area will be cleaned and the i.e. any construction completed, any carpeting work completed, existing
- Before product is brought into the space, a walk-through will be existing building damages or conditions. conducted by the installation foreman and the client contact to note any
- The installation foreman will conduct a walk-through with the client . All product will be installed per plan. Any minor modifications required by customer may be made at the installation foreman's discretion. Any may be required before work can be completed. be requoted and a purchase order modification or new purchase order substantive changes will require completion of a Change Order, and may include additional labor and/or product charges. Additional charges wil
- per the approved plan. Product additions or request changes should be contact to develop a "punchlist" of incomplete items. Punchlist items noted on a separate "Day 2 request" The job is complete if all product is include missing, damaged, or incorrect products that cannot be installed installed per the approved plan

- 8. Creative Office Resources is not responsible for providing an electrician to hardwire any electrical power component to the building power supply This must be done by the owner's electrician.
- 9. Creative Office Resources is not responsible for running any telephone supplying data jacks for the Data terminations in the furniture being and/or computer wiring through the furniture being supplied nor for
- 10. Creative Office Resources will work in conjunction with the telephone/ computer cabling contractors. However, once the furniture installation work is complete becomes the owner's responsibility incomplete cabling or electrical work, moving the furniture after that is complete, all purchased furniture items will be moved into their final position. If the furniture cannot be moved into final position due to
- 11. Many town and city regulations require a licensed electrician to perform cover the cost of the permit and the installation. The cost to perform this electrical connections and snap in electrical outlets. If your town or city to the client and signed approval will be required before the work can be work varies depending on the town or city the work is being performed in requires this, there will be additional charges incurred. These charges The client will be responsible for these charges. A quote will be presented
- 12. Creative Office Resources shall not be considered in default of any of its obligations under this Agreement to the extent that the performance industrial disturbances, or any other cause which is beyond its reasonable thereof is delayed or rendered impossible by acts of God, war, civil commotion, fire, storm, flood, explosion, strikes, walkouts, other

provide sprinklers, install them or take responsibility for the installation. considered movable furniture instead of building structures that sprinkler requirements are typically set for. This determination must be made by your PROJECTS INCLUDING FRAMERY PRODUCTS: This product may be connection is available upon client request prior to order. Framery's products can be plugged into a wall socket. Building hardwire because of local regulations. Framery and Creative Office Resources do not local inspectors. Framery products can be fitted with sprinklers if required

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WHO WE ARE

SOLUTIONS

PRICING

by product, our dedication to your satisfaction is unwavering. While the length of our warranty terms varies by brand and well beyond the moment that your product leaves the factory. and the peace of mind that our commitment to you extends buying quality products. You're investing in a relationship When you choose a MillerKnoll brand, you're not just

Herman Miller: Up to 12 years

You can find detailed warranty information for MillerKnoll's collective of brands, including any exclusions that may apply, through the links below.

Knoll: Up to lifetime Colebrook Bosson Saunders: Lifetime warranty

Design Within Reach: 3 years

DatesWeiser: 5 years

Geiger: Up to 12 years Edelman: 1 year

> HOLLY HUNT: 1 year HAY: Up to 5 years

KnollTextiles: 1 year Muuto: Up to 10 years Maharam: Style specific

Spinneybeck | FilzFelt: 1 year NaughtOne: 10 years

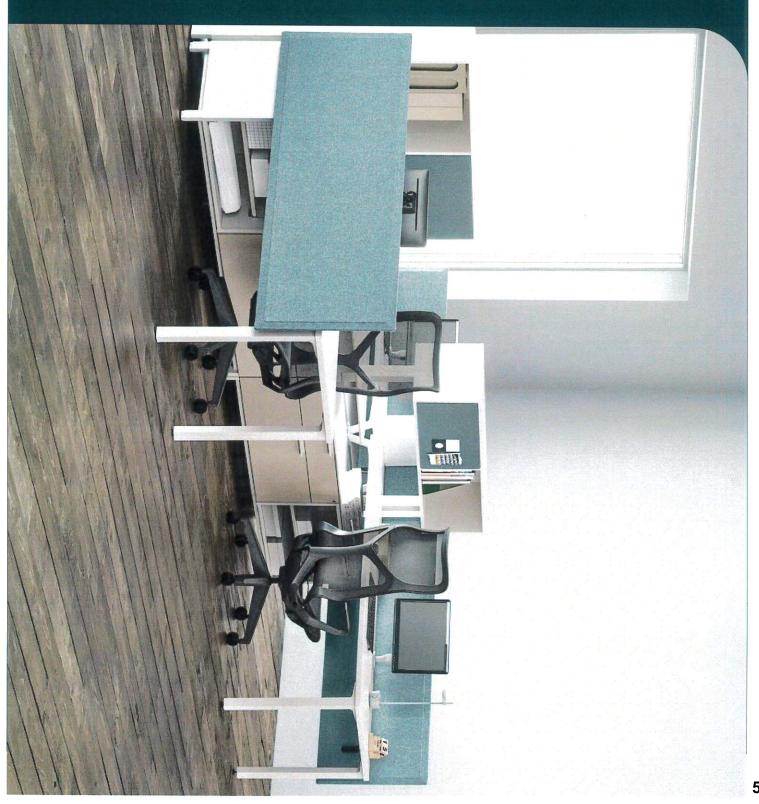


FEBRUARY 1, 2024

COR Creative Office Resources

Cumberland County

8x8 Workstation Pricing

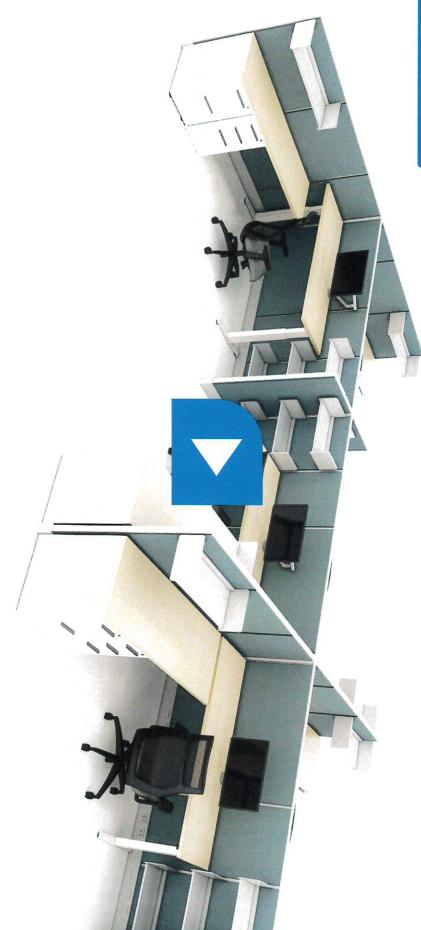


Typical Animation

Click here or the image to watch an animation of three typical options with details and pricing.

VIEWING A PRINTED COPY? SCAN THIS QR CODE TO WATCH ON YOUR PHONE.





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CREATIVE OFFICE RESOURCES / CUMBERLAND COUNTY / 2

Good

8' X 8' WORKSTATION TYPICAL

A.53" H overall panel height

C. Freestanding box/box/file and file/file pedestals B. 9' storage shelving

D. Electric height adjustable tables

E. Power with 4 receptacles under height adjustable table (not visible in

F. Ergonomic monitor arms

G.6-way ergonomic task chair with adjustable arms and sliding seat pan

Seating Total, 6-Pack \$1,788.00

Per Chair \$298.00

\$17,136.00

Per Station **\$2,856.00**

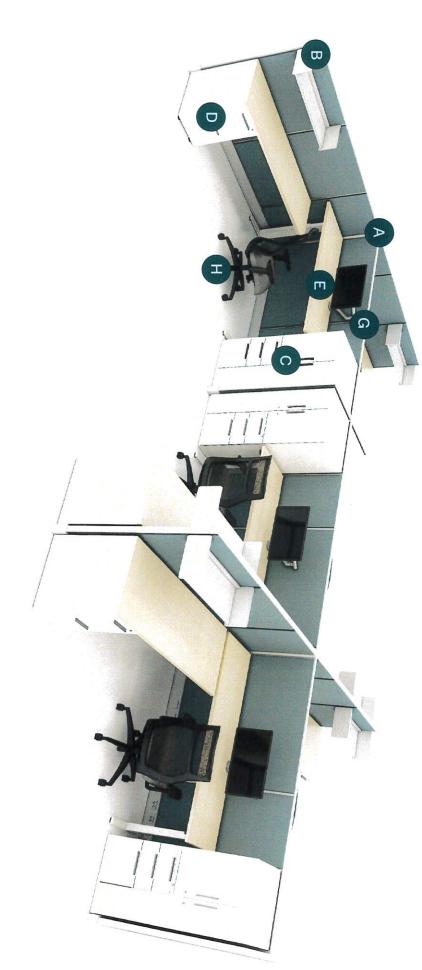
PRICING

8' X 8' WORKSTATION TYPICAL

A.53" H overall panel height

B. 3' storage shelving

- C. 52" storage tower with coat road, binder storage with adjustable shelf and integrated box/box/file
- D. Freestanding file/file pedestal
- E. Electric height adjustable tables
- F. Power with 4 receptacles under rendering) height adjustable table (not visible in
- G. Ergonomic monitor arms
- H.6-way ergonomic task chair with adjustable arms and sliding seat pan



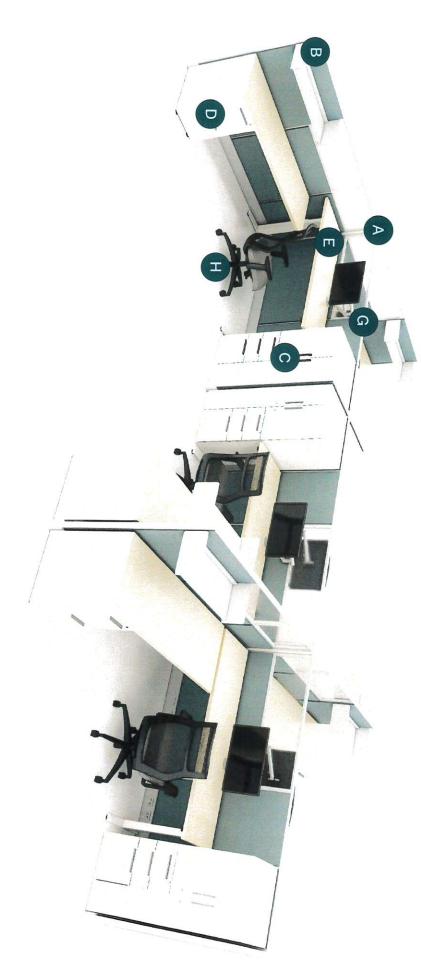
Seating Total, 6-Pack \$1,788.00 \$20,118.00 Per Station \$3,353.00 Per Chair \$298.00

PRICING

Best

8' X 8' WORKSTATION TYPICAL

- A. 53" H overall panel height with 14" glass
- B. 3' storage shelving
- C. 52" storage tower with coat road, binder storage with adjustable shelf and integrated box/box/file
- D. Freestanding file/file
- E. Electric height adjustable tables
- F. Power with 4 receptacles under height adjustable table (not visible in rendering)
- G. Ergonomic monitor arms
- H.6-way ergonomic task chair with adjustable arms and sliding seat pan



PRICING

\$1,788.00	Seating Total, 6-Pack	\$23,922.00	(As Shown)	Workstation Total, 6-Pack
	Per Chair \$298.00		\$3,978.00	Per Station

COR Creative Office Resources

For any questions, please contact
Pete.Chaput@creativeofficeresources.com

CUMBERLAND COUNTY Maine

Request for Proposals

OFFICE FURNITURE AND RELATED SERVICES

RFP Release date January 09, 2024

Question/ Clarification Submittal

Deadline 2:00 pm January 17, 2024

Proposal Deadline 2:00 PM January 25, 2024



TABLE OF CONTENTS

I	Introduction/Overview
II	Background/Details
III	Scope of Work
IV	Submission Requirements/ Evaluation of Proposals
VI	Timing/Disclosures
VII	American Rescue Plan Act (ARPA) Required Forms



I

Introduction/Overview

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

Schedule

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

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

Cost Incurred by Proposers

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

Evaluation of Proposers

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



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

Evaluation Scoring Measures

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

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

Proposal Accepted

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



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

Request for Clarification and Questions

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

II

Background/Details

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

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

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



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

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

General Requirements

The selected vendor shall provide:

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



SCOPE OF WORK

Overview:

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

1. Private office fit-ups



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



Evaluation Criteria

Product Pricing • How competitive are the proposed prices compared to similar products and services in the market? • Does the proposal offer any discounts or incentives for bulk purchases? • Is there an online catalogue with up-to-date pricing? • Are there any hidden costs or fees that may affect the overall cost • Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? • If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? • What is the warranty offered on the proposed products? • Does the proposer have a reliable supply chain for product availability? • Does the proposer experienced in delivering and installing furniture as required? • Does the proposer have a standard operating procedure for delivery and installation? • Are there any additional costs associated with delivery and installation? • Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions? • Does the proposer have relevant experience in providing furniture procurement, installation, and design services? • Did the proposer's staff trained in their respective roles? • The there any additional costs associated with delivery and installation? • Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? • What is the proposer's response time for customer inquiries or support requests?	20
Product Quality • Does the proposed furniture possess certifications from recognized industry bodies, such as BIFMA (Business and Institutional Furniture Manufacturers Association) or ANSI (American National Standards Institute)? • If no BIFMA or ANSI certifications are provided, what certifications or testing results are provided to support quality/durability claims? • What is the warranty offered on the proposed products? Product Availability, Delivery and Installation • Does the proposer have a reliable supply chain for product availability? • Does the proposer have a standard operating procedure for delivery and installation? • Does the proposer have a standard operating procedure for delivery and installation? • Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions? • Does the proposer have relevant experience in providing furniture procurement, installation, and design services? • Did the proposer provide a portfolio of previous projects or a list of references? • Did the proposer knowledgeable about industry trends and best practices? • Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? • What is the proposer's response time for customer	
Product Availability, Delivery and Installation Is the proposer experienced in delivering and installing furniture as required? Does the proposer have a standard operating procedure for delivery and installation? Are there any additional costs associated with delivery and installation? Does the proposer have online access to available products, including pricing, warranty, pictures, descriptions? Does the proposer have relevant experience in providing furniture procurement, installation, and design services? Did the proposer provide a portfolio of previous projects or a list of references? Are the proposer's staff trained in their respective roles? Is the proposer knowledgeable about industry trends and best practices? Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer	20
 Qualifications and Experience Did the proposer provide a portfolio of previous projects or a list of references? Are the proposer's staff trained in their respective roles? Is the proposer knowledgeable about industry trends and best practices? Does the proposer have a clear and efficient communication plan for addressing inquiries and issues? What is the proposer's response time for customer 	20
Customer Service and Support communication plan for addressing inquiries and issues? • What is the proposer's response time for customer	25
 Are there any testimonials or feedback from previous clients to support their customer service claims? What ongoing support, such as maintenance and repairs, does the proposer provide after the installation is complete? Does the proposer offer training or guidance on proper use and care of the furniture and products? Is there a dedicated account manager or point of contact for the Agency throughout the project? 	20





Submission Requirements

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

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

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

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

Your Submission should include the following information:

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



Qualifications

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

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

Office Furniture, Installation and Coordinated Design Services

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

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

Cost Proposal

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



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

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



American Rescue Plan Act (ARPA)Materials

FEDERALLY REQUIRED PROVISIONS PURSUANT TO THE AMERICAN RESCUE PLAN ACT

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

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



Required Document Checklist

The American Rescue Plan Act

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

Certification of the Bidder regarding Disbarment (Please include a print out from SAMs, showing standings)
 Certification of the Bidder regarding conflict of interest
 Certification of the Bidder regarding EEO and signed EEO Statement
 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:	`	elephone:		Ext
Contact Person:		Fax:		E-mail:
	Т	'ax ID:		BID
PRICE: \$	BID DAT	TE:/	/	PROJECT
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THIS CERTIFICATION IS REQUIRED B DEBARMENT AND SUSPENSION, 29 C REGULATIONS WERE PUBLISHED AS	FR PART 98, SECTION 98.5	10, PARTICIPANT	rs' Responsib	ILITIES. THE
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2. WHERE THE PROSPECTIVE P STATEMENTS IN THIS CERTIFIC EX		E PARTICIPANT S	SHALL ATTACH	
NAME AND TITLE, AUTHORIZED REI	PRESENTATIVE		SIGNATURE &	DATE

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



CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

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

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

OF THE:

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



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

WHO:

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

SHALL NOT:

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

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

EXCEPTIONS

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

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

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



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

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

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

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



CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

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

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

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



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

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

NAME AND TITLE, AUTHORIZED REPRESENTATIVE	SIGNATURE & DATE



CERTIFICATION OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Certification by Bidders

Name of prime contractor:
Address of prime contractor:
Tax ID # of prime contractor:
1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause. Yes No 2. Compliance reports were required to be filed in connection with such contract or subcontract. Yes No 3. Bidder has filed all compliance reports due under applicable instructions including SF-100. Yes No 4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes No
This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any other of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted. By signing below, you are certifying your answers to the four questions above were truthful:
Name and Title of Authorized Representative (print or type)
Signature of Authorized Representative Date of Signature



EQUAL EMPLOYMENT OPPORTUNITY STATEMENT E.O.

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

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

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



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

NAME AND TITLE, AUTHORIZED REPRESENTATIVE	SIGNATURE & DATE



FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

2. 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.

1. SECTION 202 OF EXECUTIVE ORDER 11246

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

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



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

- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (b)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.
- 4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <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 No segregated Facilities Forms for him/herself and all subcontractors.

6. THE AGE DISCRIMINATION ACT OF 1975

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



7. LABOR STANDARDS

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

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

B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-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 sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 10. <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 <u>CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency
- 11. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT A. Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.
 - **B.** Use of Explosives When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision of direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.
 - C. Danger Signals and Safely Devices The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.
- 12. THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970. (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.SA 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.



- 13. ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED, and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.
- 14. THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.
- **15. MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
- **16. SECTION 319 OF PUBLIC LAW 101-121**The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
- 17. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
- 18. **Remedial Actions**. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
- 19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 20. **False Statements**. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 21. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."



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

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

NAME AND TITLE, AUTHORIZED REPRESENTATIVE

SIGNATURE & DATE



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

File #: 24-011 Agenda Date: 2/12/2024

Agenda Item Request:

Authorization for the Jail Major to negotiate the services of the Cumberland County Jail with the Oxford County Jail to house ten (10) of their residents for a daily border rate of \$85 per day for one year beginning March 2024 to March 2025.

Background and Purpose of Request:

Requestor: Major Timothy Kortes, Jail Administrator, Cumberland County Jail

See attached memo.

Funding Amount and Source: Revenue, # 11-10607-4603 Effective Date if Applicable: March 2024 - March 2025



POSITION PAPER FOR AGENDA ITEM

TO:	Cumberland County Commissioners	
FROM:	Major Tim Kortes, Jail Administrator	
DATE:	February 5, 2024	
SUBJECT:	T: Oxford County Boarder Agreement Consideration @ CCJ.	
Requested Action:		

Requested Action:

Authorize future negotiations with Oxford County to house (10) ten of their offenders at the Cumberland County Jail for approximately a year from March 2024. The daily boarder rate for each inmate would be \$85.00 which excludes medical costs that they would be responsible for in a Memorandum of Agreement.

(Authorize, Accept, Award, Approve, Amend, Appointment or Informational Report-No Action)

Background & Purpose of Request:

The reason for this temporary housing at Cumberland County Jail is due to the Oxford County facility being shut down for renovations through a Capital Project. The purpose of this request is to explore revenue opportunities for the Jail Budget.

Funding Amount and Source:

Revenue for 11-10607-4603

Projection Estimate

March 1 to June 30, 2024 / 122 days \$103,700.00

July1, 2024-March 1, 2025/243 days \$206,550.00

Effective Date: March 1, 2024, after a Memorandum of Agreement has been reviewed and approved by the Sheriff, County Manager, County Commisioner Chair,

Attachments: N/A at this time.

(Please list out any Attachments you're including)



Cumberland County

142 Federal St Portland, ME 04101

Position Paper

Request For Agenda Item:

To enter into Executive Session under 1 M.R.S.A. §405(6)(A) for the further discussion and/or consideration of the compensation request of the Probate Judge.

Background and Purpose of Request:

The County Commissioners met with the Probate Judge during their January meeting. At that meeting the Commissioners opted to push any decision to the February Commissioner meeting. Any compensation over and above the current salary will be baked into the 2024/2025 budget starting July 1, 2024.