

Maine Cumberland **County**

COMMISSIONING PROPOSAL

CUMBERLAND COUNTY CAPITAL IMPROVEMENT PROJECTS

November 22nd, 2024

SparhawkGroup

Engineered Building Performance

SECTION I: ORGANIZATION QUALIFICATIONS AND EXPERIENCE

1. OVERVIEW OF THE ORGANIZATION

RESPONSE TO REQUEST FOR PROPOSAL

Sparhawk Group is pleased to submit our qualifications for commissioning services for the Cumberland County Capital Improvement Projects. We have extensive experience in providing commissioning services for government buildings throughout the state and nation, and our expertise will be a positive addition to your design and construction team.

Our dedicated team provides in-depth and timely commissioning services, designed to maximize building energy efficiency and ease of operation.

We believe the Commissioning team should be organized, reliable, available, and cooperative for project success. We pride ourselves on our verbal and written communication skills, and our ability to work collaboratively and respectfully with all members of the owner, design, and construction teams.

Our geographical location allows us to spend more time at each of the three sites for the same budget and allows us to develop ongoing positive relationships with design and construction teams. All assigned commissioning agents live in Maine, within 20 miles of the project locations, providing excellent availability for this project.

In addition to our locality, our assigned staff bring the expertise and depth of a nationally active commissioning firm to Maine. Our national reach includes critical applications such as large-scale nuclear facilities, utility-scale renewable energy, and healthcare facilities. We enjoy bringing our national expertise to projects we can serve locally.

Sparhawk Group is prepared to develop project commissioning documents immediately. We also have good availability during the expected construction phase of commissioning.

Thank you for the opportunity to submit our proposal. Please don't hesitate to reach out to me if you have any questions, or if we can provide any more information. You may contact me at 207.847.6807 or jilloyd@sparhawkgroup.com.

Sincerely,



SPARHAWK GROUP

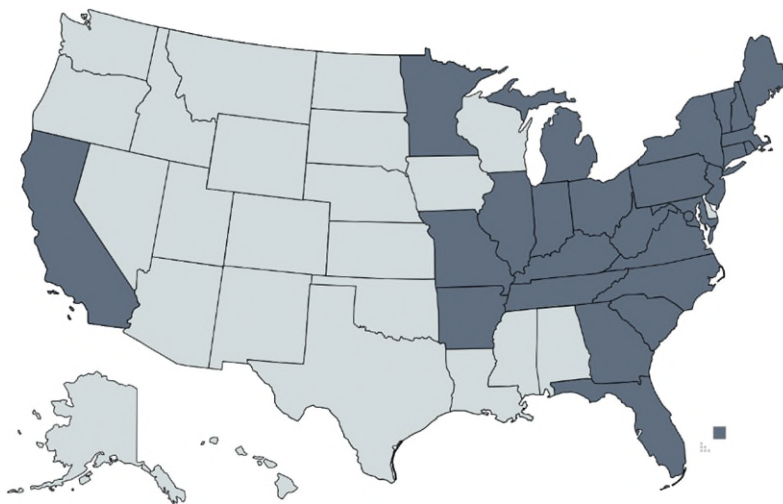
by: Joe Lloyd, P.E., CxA

Its Vice President

sparhawkgroup.com

Portland, ME | Boston, MA | New York, NY

Please see below for a partial list of relevant projects, and map of project locations, with dark blue highlighting states in which we have worked:



Partial List of Relevant Projects:

State of Maine: Maine Correctional Center, Windham

State of Maine: Ray Building

State of Maine: Museum, Library, Cultural Building, and Maine State Archives

State of Maine: Office of the Chief Medical Examiner

Federal Correctional Institute, Brooklyn, New York: Electrical Upgrades

Public Safety: Multiple Police, Fire, EMS Stations: Augusta, Wells, Maine State Police and others

US Veteran's Administration: Specialty Care and CT Wing Renovation

Northern Maine Medical Center: Expansion and Renovation, New Operating Suites

Northern Maine Medical Center: Forest Hill House Assisted Living

University of New Hampshire: Health Services and Science Center

Bates College: Olin Arts Center and Bates Museum of Art Renovation

Colby College: Colby Museum of Art

Bowdoin College: Druckenmiller Hall

Portland Museum of Art: Retrocommissioning of Campus

US Veteran's Administration: Campus Electrical Modernization

US Veteran's Administration: Legionella Remediation

US Navy: Trident Submarine Refit Facility Recapitalization, Kings Bay, GA

US Navy: Portsmouth Naval Shipyard Dry Dock 1 Recapitalization

US Navy: Undersea Warfare Center Autonomous Underwater Vehicle Building

US Navy: Incident Command Center Reliability Upgrades

US Customs and Border Protection: Bar Harbor Land Port of Entry

US Customs and Border Protection: Houlton Headquarters

Army National Guard: Multiple Projects in Maine, New Hampshire, and Massachusetts

QUALIFICATIONS AND SKILLS

Sparhawk Group staff includes licensed Professional Engineers in multiple states. Members of the assigned project team actively maintain the following credentials:

State of Maine: Professional Engineer

Building Commissioning Association: Certified Commissioning Professional

AABC Commissioning Group: Certified Commissioning Agent

AABC Commissioning Group: Certified Commissioning Firm

Association of Energy Engineers: Certified Building Commissioning Professional

Association of Energy Engineers: Existing Building Commissioning Professional

Association of Energy Engineers: Certified Energy Manager

Association of Energy Engineers: Certified Energy Auditor

LEED Accredited Professional, Building Design and Construction

Building Performance Institute: Building Analyst

Building Performance Institute: Multifamily Building Analyst

NABCEP Photovoltaic System Inspector

QUALIFICATIONS AND SKILLS

Effective commissioning requires technical knowledge and project experience. At Sparhawk Group, we combine over 60 years of project development and implementation experience with an additional crucial skill set: communication and owner's advocacy.

OWNER'S ADVOCATE

We see ourselves as the owner's advocate and this viewpoint guides all aspects of our work. This means that every task we do - from drawing reviews to project closeout - is done with the expressed intention of building the most energy efficient and comfortable building possible. We do this through investigating and tracking issues no matter where they lead and using our relationships to drive issues to resolution.

COMMUNICATION

Successful commissioning requires effective communication which is greatly enhanced when the project team has established common goals and positive relationships. Sparhawk Group focuses on fostering these relationships, defining roles and responsibilities for the commissioning process, and maximizing team cohesion around a single goal - to construct an energy efficient building that the owner knows how to operate effectively and that will provide many years of occupant comfort.

RESULTS

Some real-world examples of action items that our process has identified and corrected include:

- At a renovation/addition project, we discovered that the proposed building automation system (BAS) was incompatible with the old BAS, which was scheduled to remain in use. Working with the mechanical and controls teams, we facilitated a plan to upgrade the existing system and connect it to the new BAS resulting in one central location for all building trending and controls.
- At a new construction high school, we identified that time schedules could not be met with a typical commissioning process. We collaborated with the owner and the construction team to develop an alternative construction and commissioning schedule that not only met the occupancy deadline but turned the building over to ownership three months ahead of schedule.

- At a commercial occupancy project, we noted CO₂ sensors were not working properly during functional testing. The controls team believed they had a bad batch of sensors and replaced them, but the problems continued. While we were on site testing, we downloaded the equipment manual and traced the wiring. It turned out the wrong DC power supply had been installed. We developed a plan with the contractor to install new power supplies, and the team was able to get the system up and running quickly.
- At a renovation / addition project, the building envelope contractor and general contractor were struggling to execute architectural details. The Building Envelope Commissioning Agent spent a day with the construction team to describe and physically show the correct way to install the architectural details. No further deficiencies were found after this impromptu but necessary training.
- At a new construction school project, the controls programmer told the Commissioning Agent that it was his first large programming project. Sparhawk Group Commissioning Agents worked with this individual in a collaborative way, helping him to translate the Engineer's sequence of operations to the controls programming. This allowed him to succeed on his first large project while still ensuring the Engineer's design intent was met.

This is what being an owner's advocate means to us: identifying action items and working across multiple disciplines to develop and implement solutions. We bring this experience to every project we work on, and we take pride in actively leading the team through our commissioning scope of work.

QUALIFICATIONS AND SKILLS: LETTERS OF REFERENCE



Maine School Administrative District No. 75

50 Republic Avenue

Topsham, Me. 04086

Tel. (207) 729-9961 Fax (207) 725-9354

www.link75.org

Heidi O'Leary- Superintendent of Schools

Dr. Amanda Hersey - Assistant Superintendent of Schools

March 21, 2024

RE: Sparhawk Group

Dear Reviewing Members,

It is my pleasure to draft this letter of recommendation for Sparhawk Group.

MSAD No. 75 has been working with Sparhawk since September of 2022 as a retro-commissioning agent for the Mt. Ararat High School mechanical commissioning. Over the past two years they have proven to be reliable, responsive and provide excellent communication and reporting. With that being said we contracted with them once again to act as the commissioning agent for our Mt. Ararat Middle School Envelope Construction Project.

Upon the completion of the construction of our new high school we found there were still additional mechanical concerns. While struggling to resolve the concerns with the General Contractor and original commissioning agent we decided to bring in Sparhawk to assist with a retro-commissioning exercise. Joe Lloyd was my main point of contact and he was able to identify and understand the outstanding issues. He provided appropriate guidance within his reports and communicated well with all parties involved such as the GC, Subcontractors, Equipment Manufacturers and A/E teams. This was an important process for our project and Joe was able to help guide everyone to a common goal and we were eventually able to close out the project

We have recently, once again contracted Sparhawk as the commissioning agent for an envelope replacement project which includes the replacement of doors, windows and siding at our 130,000 sqft middle school. We are looking forward to having Joe and his group on our team for this project.

I have always been impressed with Sparhawk's responsiveness and ability to be available. They have proven to be an excellent firm to work with and they have earned my highest recommendation. Please feel free to contact me with any questions.

Best Regards,

Shawn Johansen

Director of Facilities & Projects

SAD No. 75

Amy Hall- Special Education Director
Jessica Factor- Human Resources Director
Allen Lampert -Adult Education Director
Shawn Johansen -Facilities Director
Jennifer Gagnon -Business Manager
Nicholas Riggie -Technology Director
Katy DiCara-Transportation Director
Amanda Johnson-Food Services Director

Regional School Unit 24



March 20, 2024

To Whom It May Concern:

When Joe Lloyd of Sparhawk Group contacted me for a letter of recommendation, I did not hesitate to say “yes”. Joe and his team of professionals served as the commissioning agent for RSU 24 during the recent construction of the Charles M. Sumner Learning Campus, here in Sullivan, Maine, a two-story, 107,900 square foot state of the art school building comprising Sumner Middle School (6-8) and Sumner High School (9-12).

Given that I came into the project just as construction began and this was my first large construction project, unfamiliar with much of the process, the timeline, many of the acronyms, words, and phrases related to a project of this size, I greatly appreciated Sparhawk’s down-to-earth, friendly, and collaborative approach to provide us, the owners, with the commissioning of our educational facility, consisting of several complex building systems and many diverse design components. It was evident from my first interaction with the Sparhawk team, when they took the extra time to thoroughly explain the task at hand (and the vocabulary), that they were experienced and had a solid understanding of our unique building construction and how it was

designed to operate when we took ownership, which provided me with a feeling of confidence and satisfaction when so many “unknowns” existed.

Sparhawk was organized, kept to a schedule and not only worked well with us, but they also had a collaborative and cooperative relationship with the architects and the contractor, which made the commissioning process a generally smooth one, acting on our behalf when necessary. Their reports were on time and easy to understand. I wholeheartedly recommend Sparhawk for your school construction project.

Sincerely,

A handwritten signature in black ink, reading "Janet R. Jordan". The signature is written in a cursive, flowing style.

Janet R. Jordan

RSU 24 Facilities & Operations Manager

2. SUBCONTRACTORS – Section not used, no subcontractors in staffing plan.

3. ORGANIZATIONAL CHART:

Project Team



**Joe
Lloyd**
P.E., CxA, LEED AP BD+C
Commissioning Team Leader



**Matt
Holden**
P.E., CBCP
Engineering
Review



**Brittany
Kipp**
P.E., CCP
Commissioning
Project Engineer



**Zachary
Hollen**

Commissioning
Engineer II



Joe Lloyd, P.E., CxA, Project Leader and Commissioning Agent: Joe is a Maine licensed professional engineer and ACG/AEE certified commissioning agent. For 17 years, Joe has led and performed commissioning work on government buildings, educational facilities, FDA regulated medical device manufacturing sites, indoor greenhouse facilities, industrial energy efficiency projects, federal, public safety, and commercial occupancies.

Matt Holden, P.E., Engineering Review: A passion for energy efficiency has been the driving motivation of Matt's career. Matt founded Sparhawk Group in 1990 to provide commissioning, design, and consulting to a wide range of client types, including education, multifamily, commercial, and industrial. He will serve as the design analyst and will bring his 35 years of experience to the commissioning process.

Brittany Kipp, P.E., CCP, Commissioning Project Engineer: A Maine licensed engineer and certified commissioning agent with a decade of extensive commissioning experience, Brittany understands the interplay between how equipment is operated and occupant comfort. This knowledge drives her to ensure spaces are operating properly and comfortably, providing a quality teaching and learning environment.

Zachary Hollen, Commissioning Engineer II: Before joining Sparhawk Group, Zachary's engineering roles focused on maintenance, operations, and commissioning of large HVAC systems and power generation. Zachary's depth of field experience and troubleshooting knowledge allows him to commission systems that work as intended over the long haul, ensuring persistence of energy savings.

4. LITIGATION: **None.** Sparhawk Group is not currently a party to any litigation nor any cases in the last five years.

5. LICENSURE/CERTIFICATIONS:

ACG and BCxA certifications are included below for brevity's sake. If you wish to review the full packet of Sparhawk Group certifications, please contact us.



Annual Membership Certificate

Awarded to

Sparhawk Group

as a member in good standing of the AABC Commissioning Group for the year

2025

This company has met all requirements for membership and is entitled to all rights and privileges thereof. This certificate is renewable on an annual basis and expires December 31, 2025.

A handwritten signature in dark blue ink, reading 'Troy Byers', is positioned above a horizontal line.

Troy N. Byers, PE, CxA, President

A handwritten signature in dark blue ink, reading 'Ray Bert', is positioned above a horizontal line.

Ray Bert, Executive Director



hereby certifies that

Joseph Lloyd, P.E., CxA
Sparhawk Group

has met all prerequisites demonstrating independence and the technical, management, and communications skills required to implement the commissioning process in new and existing buildings, and passed the necessary examination to be awarded this certificate in recognition of their qualifications as an ACG

Certified Commissioning Authority

Registration number: 914-1199 . This certificate, valid effective 1/1/2025 and expiring on 12/31/2025 , is renewable on an annual basis upon meeting all requirements noted in the CxA Candidate Handbook.



A handwritten signature in black ink, reading 'Scott Gordon'.

Scott A. Gordon, PE, CxA
Certification Council Chair

A handwritten signature in black ink, reading 'Ray Bert'.

Ray Bert
ACG Executive Director



This certificate is the sole property of ACG and must be returned upon request.

Building Commissioning Certification Board

CONFERRED UPON

Brittany Kipp

THE DESIGNATION OF

Certified Commissioning Professional (CCP)

The CCP certification is an ANSI National Accreditation Board (ANAB) Accreditation under the ANSI/ISO/IEC 17024:2013 Standard. Registration #: 1191

FOR DEMONSTRATING A HIGH LEVEL OF COMPETENCE AND EXPERIENCE FOR THE BUILDING COMMISSIONING PROCESS BY SUCCESSFULLY COMPLETING AN EXAMINATION, DOCUMENTING PROFESSIONAL AND EDUCATION ACHIEVEMENTS AND FULFILLING PRESCRIBED STANDARDS OF PERFORMANCE AND CONDUCT REQUIRED FOR CCP.



PRESIDENT



CERTIFICATION DIRECTOR



ISSUE DATE 06/30/2023

EXPIRES ON 06/30/2026

CCP # 30



To verify the authenticity of this certificate, visit the BCCB online registry at bccbonline.org/ccp

6. CERTIFICATE OF INSURANCE:



INVEENG-01

THARMON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clark Insurance, a Marsh & McLennan Agency, LLC company 1945 Congress Street, Bldg A PO Box 3543 Portland, ME 04104-3543	CONTACT NAME: PHONE (A/C, No, Ext): (207) 774-6257 FAX (A/C, No): (207) 774-2994 E-MAIL ADDRESS: info@clarkinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Citizens Ins Co of America INSURER B: Allmerica Financial Benefit INSURER C: The Hanover Insurance Company INSURER D: XL Specialty Insurance Co INSURER E: INSURER F:
INSURED Investment Engineering, Inc. dba Sparhawk Group 81 Bridge Street, Suite 107 Yarmouth, ME 04096	NAIC # 31534 41840 22292 37885

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZBPD794680	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			AWPD794673	1/1/2024	1/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHPH853193	1/1/2024	1/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	WHPD794676	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof Liability			DPS5036116	11/4/2024	11/4/2027	Each Claim 2,000,000
D	\$5000 Ded Each Claim			DPS5036116	11/4/2024	11/4/2027	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

Cumberland County 142 Federal Street Room 100 Portland, ME 04101	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SECTION II: PROPOSED SERVICES

1. SERVICES TO BE PROVIDED:

All Proposed Services are based on the RFP, project plans, and provided commissioning specifications. IECC 2021 commissioning is not fully covered by the RFP scope of work.

Sparhawk Group believes that the Commissioning Agent must act as the owner's advocate throughout construction and will direct all correspondence to the owner, while keeping the design and construction teams in the loop. Our goal is to work collaboratively within the team to aid design, construction, and to operate highly efficient and comfortable buildings.

Sparhawk Group provides engineering review and commissioning services from the planning stage by reviewing contractor submittals and providing a commissioning plan and pre-functional checklists to the construction team, performing site visits to review the mechanical installation during the construction phase, and performing functional tests once construction is complete.

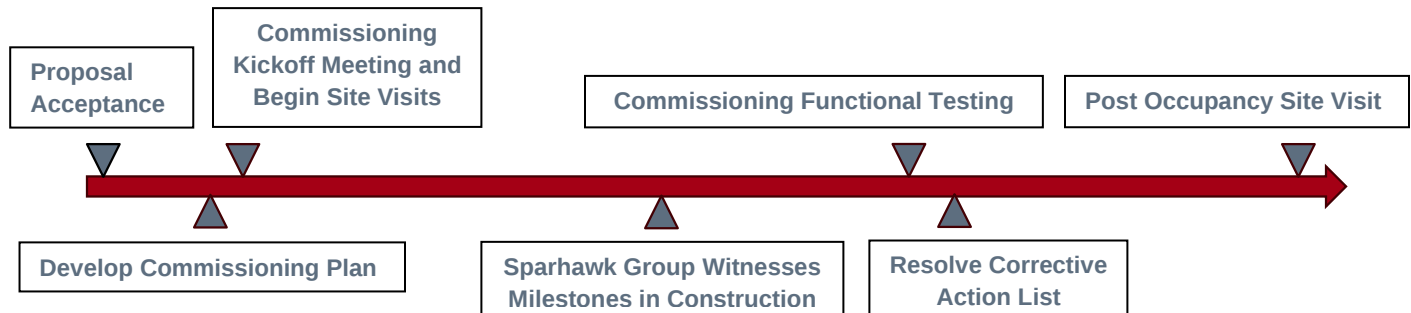
Our project approach is designed to ensure that the commissioned systems are operating properly upon occupancy, and that the Owner's staff has complete and correct system documentation and training.

Our commissioning process ensures expectations and outcomes are met by physically checking each commissioned system, and backchecking all commissioning action items until all are resolved.

Each step of the process is described in greater detail below.

2. IMPLEMENTATION – WORK PLAN:

CONSTRUCTION PHASE



WORK PLAN TIMELINE

Sparhawk Group has provided the above timeline as a sequential guide to commissioning activities. We will work within the project schedule to meet deadlines as required. The Sparhawk Group team, with Joe Lloyd as single point of contact, is responsible for completing the activities described below.

COMMISSIONING PLAN

A commissioning plan will be developed that will include: a list of systems to be commissioned, the depth of testing required, roles and responsibilities of team members, commissioning communication protocols, and the overall definition and scope of commissioning for the project. This commissioning plan will serve as the road map for services and will be updated during construction to reflect current project conditions.

KICKOFF MEETING, SCHEDULE REVIEW

Sparhawk Group will lead an on-site commissioning kick-off meeting which will be directed at reviewing the commissioning plan, testing procedures and projected timelines, training procedures, and other pertinent project information. Additional commissioning coordination meetings will be scheduled as needed. Pre-functional checklists will be provided and reviewed at this meeting. A meeting summary and copies of the commissioning plan and pre-functional checklists will be emailed to attendees after the meeting.

Sparhawk Group will review the construction manager's schedule and will provide commissioning milestones to the Owner's facility director.

REVIEW CONTRACTOR SUBMITTALS

Sparhawk Group will provide peer review and comments on submittals of equipment to be commissioned. The review will focus on the ability of the submitted product to meet the owner's requirements. Our review will be submitted to the design team and performed concurrently with the design team's review.

PRE-FUNCTIONAL CHECKLISTS AND SITE VISITS

Sparhawk Group will develop and submit pre-functional equipment checklists (PFCs) to be completed prior to equipment start-up and functional testing. The pre-functional checklists help ensure equipment is properly installed and ready for start-up and commissioning functional testing.

Sparhawk Group will assess the pre-functional checklists to ensure equipment is ready for testing and will review contractor start-up reports. Additionally, information on the pre-functional checklists and start-up reports will be verified during construction site visits.

In addition, Sparhawk Group will observe the factory startups for the major capital equipment. After each site visit, a site visit summary report will be generated outlining findings and recommendations.

Sparhawk Group issues all site visit reports within **three business days** of the site visit, if not sooner. If items of concern are found that are time critical, immediate dialogue will take place with the design and construction teams to assure prompt resolution of any issues identified.

FUNCTIONAL TEST PROCEDURES

Sparhawk Group will develop functional test procedures, using final approved submittals, to be completed once the equipment is operational. These test procedures will be developed specifically for the equipment on this project and will accurately reflect the equipment and operational procedures that have been specified. We will provide the documents to contractors in advance of acceptance testing, if requested.

Sparhawk Group will coordinate with the installing contractors and Owner and will oversee acceptance testing of all equipment and systems to be commissioned. Tests will be completed by the responsible contractors, witnessed by Sparhawk Group as the Commissioning Authority, and will be signed by witnessing parties. Functional tests will be pass/fail with clear acceptance criteria, based on the performance requirements.

Sparhawk Group will document test results and assist the team in identifying possible resolutions to deficiencies or test failures. We will coordinate necessary retesting and issue filed reports to document the functional testing process.

CORRECTIVE ACTION LIST

Sparhawk Group will maintain a Corrective Action List to detail deficiencies identified, which will include the date found, potential impact of deficiency, remediation recommendations, and Sparhawk Group's assessment of the party responsible for resolution. We will document correction and retesting of non-compliance items and will update the Corrective Action List after each test or re-test. The Corrective Action List will be submitted to the Owner and Architect after each site visit and will be reviewed at construction and commissioning meetings.

TESTING, ADJUSTING, AND BALANCING REVIEW

Sparhawk Group will review on-site the air and water system testing, adjusting, and balancing (TAB) contractor to ensure the design intent is met, and proper equipment and techniques are in use. Sparhawk Group will also review the TAB report concurrently with the Designer of Record once submitted.

INTEGRATED SYSTEMS TESTING

Sparhawk Group will perform integrated systems testing of Emergency Power Generation Systems, to include transfer from normal power to emergency and back to normal. At each phase, the commissioned systems will be reviewed via BAS control to ensure continued operation.

CUMBERLAND COUNTY JAIL MEDICAL ADDITION

Sparhawk Group will functionally test 100% of major capital equipment and terminal equipment of the Cumberland County Jail Medical Addition per the methods provided in the ACG Commissioning Guideline. Commissioning procedures shall comply with the AABC Commissioning Group (ACG) Commissioning Guideline.

Systems to be commissioned:

- HVAC/Plumbing & Control Systems Complete.
- Life Safety Systems, including:
 - Fire Suppression
 - Fire Alarm
 - Emergency Egress Lighting
- Electrical Systems, Including:
 - Normal Power Distribution Systems
 - Emergency Power Distribution Systems
 - Lighting Control Systems
 - Low Voltage
 - Telcom Systems

CUMBERLAND COUNTY COURTHOUSE AC-1 REPLACEMENT AND CONTROLS UPGRADES

Sparhawk Group will functionally test 100% of major capital equipment and terminal equipment of the Cumberland County Courthouse AC-1 Replacement and Controls Upgrades per the methods provided in the ACG Commissioning Guideline. Commissioning procedures shall comply with the AABC Commissioning Group (ACG) Commissioning Guideline.

Systems to be commissioned:

- HVAC/Plumbing & Control Systems Complete
- Life Safety Systems, including:
 - Fire Suppression
 - Fire Alarm
- Electrical Systems, including:
 - Normal Power Distribution System
 - Low Voltage

27 NORTHPORT DRIVE OFFICE RENOVATION

Sparhawk Group will functionally test 100% of major capital equipment and terminal equipment of the 27 Northport Drive Office Renovation per the methods provided in the ACG Commissioning Guideline. Commissioning procedures shall comply with the AABC Commissioning Group (ACG) Commissioning Guideline.

Systems to be commissioned:

- HVAC, including:
 - Cooling Generation Systems
 - Air-Handling systems
 - Air Distribution Systems
 - Heating and Cooling Terminal and Unitary Equipment
 - HVAC Controls
 - TAB Verification
- Plumbing, including:
 - Domestic hot- and cold-water piping.
 - Gray-water piping and storage.
 - Sanitary waste and vent piping.
 - Storm drainage piping.
 - Plumbing pumps.
 - General-service compressed-air piping and equipment.
 - Plumbing equipment.
 - Compressed-air piping and equipment for laboratory and healthcare facilities.
 - Vacuum piping and equipment for laboratory and healthcare facilities.
 - Medical gases piping, equipment, and alarms.
 - Chemical waste systems for laboratory and healthcare facilities.
 - Processed-water systems for laboratory and healthcare facilities
- Electrical Systems, including:
 - Normal Distribution Secondary Service and Panelboards
 - Emergency Distribution Secondary Service and Panelboards
 - Generators
 - Equipment Monitoring Systems
 - Electrical Metering Systems
 - Lighting Control Systems
 - Security Systems
 - Fire Alarm Systems

ACCEPTANCE PHASE

OPERATIONS AND MAINTENANCE MANUAL REVIEW

Sparhawk Group will review the submitted O&Ms and report on missing information to the Owner and Construction Manager (CM).

TRAINING AGENDA REVIEW AND ATTENDANCE

Sparhawk Group will review the training agendas and plans for completeness. Training attendance sheets will be submitted by CM to Sparhawk Group for inclusion in the Final Commissioning Report. The Commissioning Authority will attend selected trainings to ensure completeness.

POST OCCUPANCY PHASE

FINAL COMMISSIONING REPORT

Sparhawk Group will produce a Final Commissioning Report detailing commissioning efforts, any remaining open items, and all commissioning documentation. This report will serve as a record of commissioning efforts, challenges identified and mitigated during the construction process and will serve as a reference for building operators throughout the building's lifecycle.

10-MONTH POST-OCCUPANCY SITE VISIT

A site visit will be scheduled to perform a 10-month post-occupancy review. The purpose of this visit is to address any outstanding issues or concerns that the owner may have with the building operations or commissioned equipment prior to warranty expiration. Any deferred or seasonal testing will be scheduled and verified during this visit, which includes a walkthrough of all the mechanical spaces. The Final Commissioning Report will be updated to include any findings from this site visit.

DELIVERABLES AND REPORTS SUMMARY

Sparhawk Group will provide the following deliverables and reports for each project:

- Commissioning Plan, including:
 - Outline of commissioning process and scope, list of systems to be commissioned, depth of testing required, commissioning roles and responsibilities, commissioning communication protocols.
- Pre-Functional Checklists
- Functional Testing Procedures
- Submittal Reviews
- Site Observation Reports
 - Construction Observation
 - Functional Testing
- Operations & Maintenance Review
- Training Review and Observation
- Corrective Action List containing issues to be resolved prior to project acceptance
- Final Commissioning Report, including:
 - Project Summary
 - Commissioning Plan
 - Site Observation Reports
 - Pre-Functional Checklists
 - Functional Test Sheets
- 10-Month Post Occupancy Review Report and final report updates

SECTION III: COST PROPOSAL

Sparhawk Group's compensation for the work outlined above will be a flat fee as follows:

\$74,182

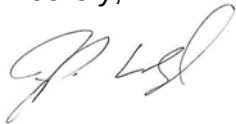
PAYMENT TERMS AND CONDITIONS

- This is a Guaranteed Maximum Price contract. Agreed upon contract value is inclusive of work included in the work plan.
- The cost proposal covers the entire period of the initial contract.
- The cost proposal includes the costs necessary to comply with the contract terms and conditions and RFP requirements.
- No costs related to preparation of the proposal are included. Only costs incurred after the contract effective date are included.
- Project will be billed monthly, as progress payments, NET 30.
- Payments past 45 days are subject to a 1.5% monthly fee.
- Sparhawk Group's liability is limited to the fee collected.

Thank you for the opportunity to submit this proposal. Please feel free to reach out to me directly if you have any questions at jlloyd@sparhawkgroup.com or 207-847-6807.

We look forward to working with you.

Sincerely,



Joe Lloyd, P.E., CA
*Vice President and
Director, Commissioning*
SPARHAWK GROUP

Seen and Agreed to:

Name

Signature

Date

APPENDIX A: REQUIRED DOCUMENTS



INVESTMENT ENGINEERING

Unique Entity ID YG5BNMLJC6A9	CAGE / NCAGE 7EKM0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Nov 14, 2025	
Physical Address 81 Bridge ST STE 107 Yarmouth, Maine 04096-6744 United States	Mailing Address 81 Bridge Street STE 107 Yarmouth, Maine 04096-6744 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Maine 01	State / Country of Incorporation Maine / United States	URL www.sparhawkgroup.com

Registration Dates

Activation Date Nov 20, 2024	Submission Date Nov 14, 2024	Initial Registration Date Jun 4, 2015
--	--	---

Entity Dates

Entity Start Date Jan 1, 1990	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

7EKM0

Electronic Funds Transfer

Account Type

Checking

Routing Number

*****47

Lock Box Number

(blank)

Financial Institution

BATH SAVINGS INSTITUTION

Account Number

*****47

Automated Clearing House

Phone (U.S.)

8004474559

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Address

SPARHAWK GROUP

81 Bridge Street STE 107

Yarmouth, Maine 04096

United States

Taxpayer Information

EIN

*****3519

Type of Tax

Applicable Federal Tax

Taxpayer Name

Investment Engineering

Tax Year (Most Recent Tax Year)

2023

Name/Title of Individual Executing Consent

Business Manager

TIN Consent Date

Nov 14, 2024

Address

81 Bridge Stereet STE 107

Yarmouth, Maine 04096

Signature

Melissa Sawyer

Points of Contact

Accounts Receivable POC

♀

Melissa Sawyer, Business Manager

admin@sparhawkgroup.com

2078476804

Electronic Business


Melissa Sawyer, Business Manager
admin@sparhawkgroup.com
2078476804

81 Bridge Street STE 107
Yarmouth, Maine 04096
United States

Government Business


Melissa Sawyer, Business Manager
admin@sparhawkgroup.com
2078476804

81 Bridge Street STE 107
Yarmouth, Maine 04096
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) 5
--	--

Location

Annual Receipts (in accordance with 13 CFR 121) (blank)	Number of Employees (in accordance with 13 CFR 121) (blank)
--	--

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
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Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

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

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

OF THE:

- Town, City or County under the Cumberland County jurisdiction.
- Recipient of ARPA funds (applies to all non-profit agencies)
- Federal Government

Federal Contract Provisions

WHO:

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

SHALL NOT:

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

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

EXCEPTIONS

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

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

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

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

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

- Significant cost benefit or essential expertise to the project.

Federal Contract Provisions

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

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

CONFLICT OF INTEREST

2 CFR 200.112 and 2 CFR 200.318

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

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

Cumberland County's, sub-grantee or subrecipient, officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential

Federal Contract Provisions

contractors, or parties to sub-agreements, vendors or potential vendors. Depending on gravity, violation of this Conflict of Interest could result in dismissal, probation or suspension of officers, employees or agents involved or termination of contractual agreements with subrecipients.

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

Personal Interest No member of the County Commissioners or any officer or employee of the County, sub-grantee or subrecipient shall have a financial interest, direct or indirect or by reason of ownership of stock in any corporation, in any contract or in the sale to the County of Cumberland, sub-grantee or subrecipient or to a contractor supplying the County of Cumberland, sub-grantee or subrecipient of any land or rights or interest in any land, material, supplies, or services, or in any matter in which he acts for the County of Cumberland. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the County of Cumberland, sub-grantee or subrecipient found guilty shall there by forfeit his or her office. Any violation of this section with the knowledge, express or implied, of the person or corporation contracting with the County of Cumberland, sub-grantee or subrecipient shall render the contract void by the Compliance and Audit Director or the County Commissioners.

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



Matthew L. Holden, President

Employee, Subrecipient or

Print or type Name and Position/Title

Agent Acknowledgment

Investment Engineering dba Sparhawk Group

11/13/24

Entity/Organization Name

Date

Federal Contract Provisions

**CERTIFICATION OF CONTRACTOR REGARDING EQUAL
EMPLOYMENT OPPORTUNITY**

Certification by Bidders

Name of prime contractor: Investment Engineering dba Sparhawk Group

Address of prime contractor: 81 Bridge Street, Ste 302, Yarmouth, ME 04096

Tax ID # of prime contractor: 01-0463519

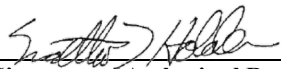
1. Bidder has participated in a previous contract or subcontract subject to the EEO Clause.
☐ Yes ☒ No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
☐ Yes ☒ No
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
☐ 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:

Matthew L. Holden, President
Name and Title of Authorized Representative (print or type)


Signature of Authorized Representative

11/13/2024
Date of Signature

Federal Contract Provisions

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.

Federal Contract Provisions

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.



General Contractor Signature
Matthew L. Hodlen

General Contractor Printed Name

11/13/2024

Date

FEDERAL REQUIREMENTS FOR SLFRF

1. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

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

2. REHABILITATION ACT OF 1973

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

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

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

- I. The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provision, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.
 - J. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on -the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:
 - (b)The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants WM receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - (c) The contractor will send to each labor union or representative of workers. With which he has a collective bargaining agreement or other contract.
4. **Disbarment & Suspension.** Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 5. **CERTIFICATION OF NONSEGREGATED FACILITIES AS REQUIRED BY THE MAY 19, 1967, ORDER (32 F.R. 74390 ON ELIMINATION OF SEGREGATED FACILITIES, BY THE SECRETARY OF LABOR.** Prior to the award of any construction contract or subcontract, the Contractor shall submit signed Certification of Non-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 subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- A. Specific to ARAP and when it is the sole source of federal funds, Davis Bacon is application **only to Projects over 10 Million dollars For projects over \$10 million:**
 - B. recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as “baby Davis-Bacon Acts”). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
 - (a) The number of employees of contractors and sub-contractors working on the project;
 - (b) The number of employees on the project hired directly and hired through a third party;
 - (c) The wages and benefits of workers on the project by classification; and
 - (d) Whether those wages are at rates less than those prevailing.
 - (e) The County must maintain sufficient records to substantiate this information upon request.
 - (f) A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)).
8. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).** All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable Federal laws and regulations pertaining to labor standards. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
9. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made

by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

10. **Copeland Anti-Kickback Act** requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency

11. SPECIAL CONDITIONS PERTAINING TO HAZARDS, SAFETY STANDARDS AND ACCIDENT PREVENTION TITLE IV OF THE LEAD BASED PAINT POISONING PREVENTION ACT

A. Lead-Based Paint Hazards (Applicable to contracts for construction or rehabilitation of residential structures) The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. Use of Explosives When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precautions to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safely Devices The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. They shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

12. **THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970.** (P.L. 91-646 as amended), 15 CFR Part 916 including amendments thereto and regulations there under, as provided by 1. M.R.S.A 901 et seq. The Contractor and Grantee will ensure that all work performed under this Agreement will be done in accordance with this act.

13. **ARCHITECTURAL BARRIERS ACT (P.L 90-480), 42 USC 4151, AS AMENDED,** and the regulations issued or to be issued there under, prescribing standards for the design and construction of any building or facility intended to be accessible to the public or which may result in the employment of handicapped persons therein.

14. **THE CLEAN AIR ACT AS AMENDED, 42 USC 1857 ED SEQ.9 THE FEDERAL WATER POLLUTION CONTROL ACT, AS AMENDED, 33 USC 1251 et seq.,and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility, which has given rise to a conviction under section 113(c) (1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

15. **MINORITY BUSINESS ENTERPRISES** Referenced in Executive Order #11625, OMEB Circular A-102 Attachment 0 Procurement Standards. Grantees are to give priority to Minority Business Enterprises in purchase of supplies, equipment, construction, and services.
16. **SECTION 319 OF PUBLIC LAW 101-121** The grantee shall comply with the requirements of Section 319 of Public Law 101-121 regarding government wide restrictions on lobbying.
17. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See: § 200.323. See § 200.216. See § 200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
18. **Remedial Actions.** In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
19. **Hatch Act.** Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
20. **False Statements.** Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
21. **Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
22. **Debts Owed the Federal Government.** Any funds paid to Recipient
 1. in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award;
 2. that are determined by the Treasury Office of Inspector General to have been misused; or
 3. that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
23. **Disclaimer.** The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
24. **Protections for Whistleblowers.**
 - a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or

grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

25. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

26. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

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

Insert Name Here:



Authorized Representative:

Title: President

Date signed: 11/13/2024