Androscoggin County, Maine

Request for Proposal

for

ARPA (American Rescue Plan Act) Program Design, Reporting and Compliance of County Allocations

Contract Administrator: Clarice Proctor, Interim County Administrator
207.753.2527
cproctor@androscoggincountymaine.gov

Response Deadline: December 23rd, 2022
All responses MUST be received by 3:00pm (local time)

Respondent Meeting: Meetings will be at the discretion of the County Contact.

PROJECT OVERVIEW

Androscoggin County is seeking expert advice and support services to understand and interpret federal guidance, design program management processes, perform eligibility determinations, prepare reporting, and ensure compliance for its allocation from the American Rescue Plan Act (ARPA) and continued reporting of Coronavirus Relief Funds (CRF). These support services will provide compliance expertise to keep the County up to date with changing federal provisions and regulations associated with the ARPA, including data acquisition, eligibility determination, compliance, and county/ sub-recipient reporting of these allocations.

ELIGIBILITY

To be eligible for consideration, a duly authorized representative of the respondent firm must certify, in writing, as to each of the following requirements:

1. Respondents must have at least five years of documented experience advising government clients on compliance with federal grants; including, but not limited to identification of authorized uses of such funds and any subsequent reporting requirements.
2. Respondents must have prior governmental accounting or auditing experience.
    a. Respondent may provide their response as a partnership between an accounting and legal firm to ensure its ability to cover the necessary services requested herein.
3. Consulting Services for Oversight and Compliance for American Rescue Plan Act of 2021.
4. Respondents shall have no conflict of interest in representing the County; and
5. Respondents must carry sufficient professional liability insurance to cover any errors and omissions, improper judgment, or negligence associated with the engagement naming the county as additional insured. Insurance must be obtained from insurance companies licensed in the State of Maine, carrying an A.M. Best financial rating of A or better. Upon failure to furnish, deliver and maintain such insurance, the agreement, contract award or purchase order may be declared suspended, discontinued, or terminated/ canceled. If at any time any of the policies required herein become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy has become unsatisfactory to the County, the Consultant must upon notice to that effect from the County, promptly obtain a new policy and submit same with a certificate for approval by the County. If Consultant does NOT provide the County with evidence of the insurance coverage required by this Agreement, the County may purchase insurance (at Consultant's sole expense) to protect the County's interests. If the County purchases insurance under this Section, Consultant will be responsible for the cost of that insurance, including interest and any other charges the County may reasonably impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The cost of insurance under this Section may be more than the cost of insurance that Consultant may be able to obtain on its own.
    a. *(An ACORD Certificate of Insurance will confirm that the required policies have been issued to the named insured; for the policy period indicated. The ACORD Certificate is to be provided to the County within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order. All Certificates of Insurance must be updated at least annually to remain valid.)*
        i. COMMERCIAL GENERAL LIABILITY INSURANCE with a minimum limit of liability per occurrence of $1,000,000/$2,000,000 aggregate for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000, naming the County as an additional insured. This insurance must include the following coverages: (i) Premises – Operations; (ii) Broad Form Contractual; (iii) Independent Contractor and Sub-Contractor; (iv) Products and Completed Operations.
        ii. *WORKERS COMPENSATION REQUIREMENTS: The Consultant must procure, pay for, and maintain during the entire term of the contract such insurance as will protect both the Consultant and the County from claims under worker's compensation acts and amendments thereto and from any other claims for property damage and for personal injury including death, which may arise from operations under this contract, whether such operations by the Consultant or by any other party directly or indirectly employed by the Consultant. Consultants must provide copies of the required certificate to the*

County within five (5) business days of notice of contract award or of notice of intent to issue a Purchase Order.

iii. *PROFESSIONAL LIABILITY. The Consultant must provide proof of such insurance. (Limits of $1,000,000 per occurrence/$3,000,000 aggregate). All policies of the Consultant must be endorsed to contain the following clauses:*

a) *Insurers must have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected must protect both parties and be primary coverage for any and all losses covered by the above-described insurance.*

b) *The clause "other insurance provisions" in a policy in which the County is named as an insured, must not apply to the County.*

SCOPE OF WORK

Manages the execution and oversight of the American Rescue Plan Act (ARPA) funds received by Androscoggin County. Works closely with municipal administration, and county commissioners to coordinate the planning, administration, and reporting of ARPA funds in compliance with all State of Maine and US Treasury guidelines. Leads the municipality's community outreach efforts around strategic planning of federal funds. Scope of service may be redefined as needed, if agreed by both parties.

Support Services will include, but not be limited to:

- ✓ Sub-recipient Contracts – Create sub-recipient contracts outlining terms, approved funding, ARPA compliance requirements, monitoring and reporting deadlines.
- ✓ Compliance - Provide expert guidance regarding federal / state regulations including analysis of federal guidance and interpret / relay to county officials.
- ✓ Applications - Review applications for completeness and compliance to support final eligibility determinations made by the Budget Committee and County Commissioners.
- ✓ Audit – design a subrecipient monitoring process/checklist and assist with subrecipient monitoring and reporting. Audit invoices prior to submission for completeness and ARPA compliance.
- ✓ Reconciliation - Recommend format and process for compiling data necessary to support reconciliations. Perform reconciliations of funding provided (obligations, disbursements) with the County's Finance Department, accounting system and federal reporting portals.
- ✓ Reporting - Aggregate data in required format and perform upload/entry into federal reporting portal.
  - Track eligible expenditures, fund balances and costs.
  - Compile and submit annual compliance reports to the US Treasury.
- ✓ Web Presence – Provide guidance and information relative to ARPA funding requirements.
- ✓ Work Location - Remote work is acceptable, contractor is not required to be onsite. Attending occasional worksite meetings and Commissioner Meetings may be required.

ESSENTIAL JOB DUTIES

Acts as liaison between the county, municipal officials, state agencies, nonprofits, private sector partners, and the federal government in deploying the various projects and programs that will arise from the ARPA funds.

Engages greater community of Androscoggin County through attendance at public meetings, whether in-person or other online platforms.

- ✓ Negotiates contracts, agreements and memorandums of understanding with sub-recipients in conjunction with the County Administrator.
- ✓ Tracks the compliance of sub-recipients through the entire awards process through final reporting.

Develops and implements an internal Recovery Plan that will steer the obligating of ARPA funds and inform the US Treasury on the projects municipalities and its sub-recipients are undertaking with ARPA funding.

Continually monitors and evaluates ARPA funded projects and programs, as well as the projects and programs initiated by sub-recipients. Develops evaluation criteria consistent with the US Treasury's Final Rule.

Oversees the preparation of the county and municipal grant applications and the administration of any approved grant programs.

Works closely with the county and municipal Finance Department to track eligible expenditures, fund balances, and costs.

Ensures compliance with local, state and federal law. Compiles and submits annual compliance reports to the US Treasury

Definition of sub-recipient as detailed by Uniform Guidance: Sub-recipient: Sub-recipient means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such award. In regards to ARPA funds, sub-recipients may include another governmental entity, non-profit organization, or private enterprise.

KNOWLEDGE, SKILLS AND ABILITIES

Knowledge of federal grant programs, local government operations, public policy, community outreach, program development, budgeting and finance.

Ability to establish and maintain effective and harmonious work relationships with diverse stakeholders regarding strategy, policy, and operations; work independently; manage multiple tasks efficiently, prioritize, and balance short and long term responsibilities; carry out assignments to completion in an efficient and accurate manner; communicate and collaborate with executive level individuals; interact with the public effectively and appropriately; problem solve and think strategically; analytically, and creatively; learn new concepts quickly; collaborate, building consensus, and lead; be self-motivated and organized; handle problems and emergencies; maintain confidential information; and maintain, manage, and organize records.

Understanding of grant development, management, and auditing in accordance with Federal and State Regulations.

OTHER REQUIREMENTS AND SKILLS

- ✓ Knowledge of local, state and federal laws as it relates to accounting and cost principles.
- ✓ Must be self-motivated, highly organized and detail oriented.
- ✓ Possess excellent and effective oral and written communication skills, excellent interpersonal skills, and intermediate computer literacy.
- ✓ Must be able to effectively read, analyze, and interpret large amounts of complex data.

TENTATIVE PERIOD OF WORK AND DELIVERABLES (subject to change):

Selection of ARPA Consultant

- By January 4th, 2023

January 16th, 2023 to December 31, 2024

- Initial analysis of ARPA regulations/guidance to inform best program recommendations

- Create award structure:
    - develop detailed program design
    - data capture
    - transaction approval
    - audit
    - reconciliation and
    - reporting framework
- Prepare recommendations for sub-recipient awards for Commissioner review.
- Presentation of recommendation and approval by Commissioners.
- Notification of awards
    - Create framework, guidelines and process for ARPA disbursement by sub-recipient.
- Provide support services to sub-recipients for eligibility determination, transaction approval, and reporting.
- Provide ongoing support and notification to sub-recipients pertaining to updated regulations, guidance and requirements related to ARPA and CRF funding.

PROPOSAL REQUIREMENTS

Proposals submitted shall contain the following:

1. Qualifications and statement of understanding of the scope of services.
2. List of references dealing with managing federal grant programs and/or municipal finances.
3. Fee structure for requested scope of services using the following payment methods:
    a. A lump sum contract;
    b. An hourly basis with a maximum amount not to exceed; and
        i. If multiple positions, please itemize by Position Title, Function and Fee
    c. A suggested method of consultation.
4. No reimbursement will be made for any costs incurred prior to a formal notice to proceed.

RESPONSE TO RFP

Responses are to be submitted electronically to the County Administrator identified on the cover page of this Request for Proposal by or before the response deadline, also identified on the cover page. Responses are to be submitted electronically (PDF) and must include the following sections presented in the order below:

1. **Cover letter:** A cover letter with company name, address, phone number, project contact and principal signature is required expressing interest in the project, and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.
2. **Organizational Structure:** The legal form of the business organization, the state in which incorporated (if a corporation) and a certificate of good standing. Please include your EIN or SSN.
3. **Facilities, Resources, and Personnel:** The respondent is required to state its organizational resources, which it considers to be advantageous to the successful completion of the project. Items to be considered include the capabilities and experience of the respondent, identification of the principal participants including résumés, certifications and licenses, and office locations.
    a. Please include the names and position (including qualification) that will be assigned to complete this project. These persons may not be withdrawn from the project or personnel substitutions made without consent of the County Administrator.
    b. Please identify how many projects the firm currently is obligated to perform and the approximate dollar value of each.
    c. Please provide proof of errors and omissions coverage.
    d. Please provide an organizational chart for this project (if applicable).
4. **References:** Information is required regarding previous work of a similar nature performed by the respondent with other governmental units or businesses, if any. This would include a description of the

work performed, when the work was performed, the dollar amount of the project, the date, name, address, and telephone number of at least three (3) clients who may be contacted for further information. Please provide verification that the respondent is not involved in any current litigation or been the subject of arbitration.

5. **Work Plan:** Explain the work plan with detailed specific tasks as noted in the Scope of Work section of this RFP. Provide, to the best of your ability, a conceptual project plan and schedule. Demonstrate how your firm will minimize costs and maximize federal resources including utilization of project management resources in a cost-effective manner, assessment of alternatives, delivery methods, streamlining project and work tasks, quality control methods and so forth.
6. **Pricing/Cost Information:** Provide costs to complete the work plan in your Proposal. Provide hourly rates for each type of activity and each level of personnel, as well as an estimated total to complete the scope of work.

EVALUATION CRITERIA AND SCORING

Respondent's selection will be based on the following weighted criteria:

- ✓ Respondent's project approach and understanding of the Scope of Services required in the RFP as evidenced by its Proposal, including whether all requested information was furnished in the format required by the RFP and estimated costs.
- ✓ Experience and background of the specific personnel that will be assigned to the County's project as outlined in the Proposal, including consideration of the specific involvement of those persons in projects as noted in the Proposal.
- ✓ Past record of performance and experience on similar projects, including strength of references listed in the Proposal. Capacity and capability of the firm to perform the work. Experience with County government officials and federal regulations.

Proposals will be reviewed and rated as follows:

40 points: Qualifications of Proposal
40 points: Proposal Content for Scope of Services
20 points: Fee Structure.

PROPOSAL DEADLINE AND INQUIRIES

- ➢ December 23rd, 2022- All responses MUST be received by 3:00pm (local time)
- ➢ Inquiries should be directed to: cproctor@androscoggincountymaine.gov

REJECTION RIGHTS

Androscoggin County reserves the right, in its sole discretion, to reject any and all proposals and to re-issue or amend the RFP or change the closing date.

Additional Requirements:

1. Equal Employment Opportunity

Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60.[7]

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

> 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:
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> 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 setting forth the provisions of this nondiscrimination clause.
>
> (1) 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.
>
> (2) 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.
>
> (3) 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 advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

(4) 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.

(5) 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination 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 or federally assisted construction 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.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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 administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings."

2. Copeland "Anti-Kickback" Act

"Compliance with the Copeland "Anti-

Kickback" Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

3. Contract Work Hours and Safety Standards Act

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work.[36] These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.[37]

"Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause

requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

"Further Compliance with the Contract Work Hours and Safety Standards Act.

(5) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(6) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

4. Clean Air Act and Federal Water Pollution Control Act

"Clean Air Act"

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the Androscoggin County and understands and agrees that the Androscoggin County will, in turn, report each violation as required to assure notification to the United States Treasury (ARPA) and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance.

"Federal Water Pollution Control Act"

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to Androscoggin County and understands and agrees that Androscoggin County will, in turn, report each violation as required to assure notification to the pass-through entity and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance."

5. **Debarment and Suspension**

"Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Androscoggin County. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to Androscoggin County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

6. **Byrd Anti-Lobbying Amendment**

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of more than $100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally 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 shall 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 recipient who in turn will forward the certification(s) to the federal awarding agency."

7. **Procurement of Recovered Materials**

"In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

Competitively within a timeframe providing for compliance with the contract performance schedule;

Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

8. **Domestic Preferences for Procurements**

"Domestic Preference for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

"The Contractor agrees to Androscoggin County, the Federal grant Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the Federal Grant Administrator or his

authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Termination for Cause and Convenience

A. This contract may be terminated in accordance with any of the following:

1. The parties may mutually agree to a termination by entering into a written termination agreement that is signed by the Androscoggin County Administrator and an authorized officer or employee of contractor. An agreement to terminate is effective on the later of the date stated in the agreement to terminate or the date it is signed by all parties.

2. Either party may terminate after giving thirty (30) days written notice of termination to the other party by registered United States mail, return receipt requested. The effective date is the later of the termination date specified in the termination notice or the 31st day following the receipt of the notice by the other party.

3. Androscoggin County may immediately terminate this Agreement if there is a loss of federal or state funds, a disapproval of the Contractor Agreement by United States Treasury, Androscoggin County Commissioners, or illegal conduct by Contractor affecting the operation of the contract.

B. If Sub-grantee or any of its sub-grantee(s) materially fails to comply with any federal, state and local laws, this Sub-grant Agreement, or any other applicable rule, Grantor may take any or all of the following actions it deems appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-grantee or contractor or more severe enforcement action;

2. Disallow all or part of the cost of the Sub-grant or contractor activity or action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Sub-grantee or contractor;

4. Withhold further awards for the Sub-grant or contractor activity; or

5. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Sub-grant or contractor Agreement.

C. Sub-grantee, upon receipt of a notice of suspension or termination, will do all of the following:

1. Cease the performance of the suspended or terminated Sub-grant or contractor activities under the Subgrant or Contractor Agreement;

2. Take all necessary steps to limit disbursements and minimize costs that include, but are not limited to, the suspension or termination of all contracts and sub-grants correlated to the suspended or terminated Sub-grant or contractor activities;

3. Prepare and furnish a report to Grantor, as of the date Sub-grantee or contractor received the notice of termination or suspension, that describes the status of all Sub-grant or contractor activities and includes details of all Sub-grant or contractor activities performed

and the results of those activities; and

4. Perform any other tasks that Grantor requires.

D. Upon breach or default by Contractor of any of the provisions, obligations, or duties embodied in this Sub-grant or contractor Agreement, Grantor will retain the right to exercise any administrative, contractual, equitable, or legal remedies available, without limitation. A waiver by Grantor of any occurrence of breach or default is not a waiver of subsequent occurrences. If Grantor or Contractor fails to perform any obligation under this Sub-grant or contractor Agreement and the failure is subsequently waived by the other party, the waiver will be limited to that particular occurrence of a failure and will not be deemed to waive failures that may subsequently occur.

If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000:

"APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure."

"The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date"