



Russell Station Tech and Learning Center: Request for Proposals (RFP) for Owner's Representative Services

RFP Overview:

AMPED is issuing a request for proposals for an owner's representative to support the design and construction of the Russell Station Tech and Learning Center that is being developed at 1701 W. Market St., Louisville, KY 40203. The selected contractor will provide services associated with 1) pre-development, 2) construction/project management, 3) project close out. The building and initial operations of the training programs are funded by an American Rescue Plan Act (ARPA) federal funding award.

Background:

The Russell Station project will transform an iconic, but currently vacant, building into a state-of-the-art healthcare technology training facility. The facility will include the needed education and wraparound services to support underemployed and unemployed Louisville residents living in qualified census tracts in the west end of Louisville, putting these individuals and their families on a pathway to living wage jobs in a high-demand industry in Louisville.

The developer for the project is AMPED. AMPED is a family-oriented ecosystem that emphasizes creativity and self-sustainability through music, education, technology, and business. AMPED delivers this ecosystem through our programs: the Music Academy, Russell Tech Business Incubator, Technology Workforce Training, an Innovation Center at 25th and Broadway, and the soon-to-be Russell Station Tech and Learning Center.

AMPED and the Russell Station Project are key components of the Healthcare Workforce Innovation Coalition. The Coalition is convened by CEO^C which represents the 15 largest healthcare aging innovation companies founded or headquartered in Louisville, KY. Collectively, the CEO^C member companies touch 80 million lives annually, employ 550,000 people, and generate approximately \$140 billion in annual revenue. CEO^C has assembled a formidable coalition of diverse public and private community stakeholders who are committed to collectively transforming Greater Louisville's economy into a national epicenter of healthcare aging innovation. Coalition members that are committed to partnering with the CEO^C on this critical effort include:

- AMPED
- Greater Louisville Inc.
- KIPDA
- KentuckianaWorks
- Metro United Way
- Louisville Urban League
- University of Louisville

RFP Details and Scope:

The purpose of this RFP is to solicit proposals from experienced organizations who have the capacity and expertise to lead the development of Russell Station on behalf of AMPED. AMPED is building a multi-floor, multi-purpose training facility. Portions of the build include demo and stabilization of an existing structure as well as new additions to it. Ideally,

the contracted organization will have deep expertise in not only owner's representative services for significant construction projects, but particularly ones involved with federal funding and its associated policies and parameters. We are also looking for a firm with a successful track record of engaging minority owned business enterprises throughout the development process. A design build firm - The Hagerman Group partnering with VBNA - has already been selected through a competitive bid, and the owner's representative work will begin immediately following the full execution of a negotiated contract following this RFP process. The project is intended to achieve substantial completion by December 31, 2024. The requested scope of work is as follows:

Across the phases of pre-development, construction/project management, and close-out, the owner's representative will be responsible for delivering this project on-time and within budget. Specific responsibilities include but are not limited to:

- Serving as the primary point of contact between the project owner and the design build firm and ensuring clear and effective communication throughout the project
- Establishing and ensuring quality, cost, and communication standards for the entire project to include:
 - Developing minority business spending goals across the entire project and working with the design build firm to ensure proper monitoring and implementation
 - Working closely with the design build firm to ensure compliance with all local and federal funding requirements including appropriate bid processes, local prevailing wage, bonding, etc.
- Managing the owner's budget and cash flow projections
- Managing the payment and invoicing process on behalf of the owner including review of pay apps
- Negotiating and writing contracts for owner's purchases
- Reviewing and validating architectural drawings
- Interacting with regulatory agencies
- Identifying and coordinating all specialty consultants
- Providing appropriate on-site oversight during the construction process
- Monitoring project schedules and timelines and recommending adjustments as needed to meet project goals. This will include documenting and coordinating any requests for changes to the project, recommending and approving/denying requests, and preparing plans to mitigate delays.
- Addressing issues as they arise during construction, doing so in a way that mitigates risk for the owner
- Implementing tax savings programs
- Advising and overseeing on matters related to insurance coverages
- Project deliverables will include preparing and maintaining project documentation along with written updates on project progress and milestone achievements
- Leading the building turnover process

Please note that the federal funding requirements governing this award are articulated in The Coronavirus State and Local Fiscal Recovery Funds program. This program is authorized by sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803 respectively; and as implemented by Treasury's Final Rule at 31 C.F.R. Part 35. <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Please see Attachment A for terms and provisions associated with these ARPA dollars. Note the two certifications included therein regarding Anti-Lobbying and Debarment and Suspension.

Proposal Selection Criteria:

All proposals satisfying the requirements of this RFP will be evaluated to establish which of the providers best fulfills the needs of AMPED. This RFP in no way commits AMPED to award a contract, to pay any costs in preparation of a proposal or to contract for the goods and/or services offered. AMPED reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified providers, or to cancel this RFP. After awarding the contract, the schedule will include a period of collaboration between AMPED and the selected firm to better define,

elaborate upon and fix the firm's final scope of work and general terms and conditions.

A Selection Committee consisting of staff from AMPED will review qualifications of submittals and evaluate the respondents, based on the following criteria:

- **Organizational and Team Qualifications (40%):**
 - Organizational and team qualifications to execute activities outlined in the scope of work
 - Track record of success on prior, relevant construction projects
 - Demonstrated experience and expertise working with federally funded projects and those with ambitious MBE goals
- **Proposed Solution (30%)**
 - Relevance to the scope of work and its outcomes
 - Approach aligned with phases and outcomes detailed in the scope of work with particular emphasis on complying with federal funding requirements, especially MBE engagement elements
 - Demonstrated capability of fulfilling needs outlined in the scope of work
- **Proposed Fee (20%)**
 - Reasonable and fair fee to execute activities outlined in the scope of work
 - Explanation of additional reimbursable expenses, if applicable
- **Adherence to RFP Instructions (10%)**
 - Inclusion of all requested information within the submission
 - RFP submitted on time per timeline detailed below

RFP Timeline:

The RFP process will initiate on May 9, 2023 with a deadline of submission by 11:59pm EST on May 30, 2023. Questions regarding the proposal will be accepted between May 9th and May 17th at 11:59pm EST. Questions after May 17th will not be addressed. All questions will be addressed by May 22nd, 2023.

A committee composed of AMPED staff will review the proposals. Finalists may be asked to participate in an interview (in-person or virtual) to gather more information during the review period. AMPED staff will submit a final recommendation to the AMPED Executive Director/Founder. Notification of proposal selection is anticipated no later than June 30, 2023.

Proposal Submission Instructions:

Each proposal should be submitted by email to Christina Shadle, Chief of Staff at cshadle@ampedlouisville.org in the form of a PDF attachment that includes the following information:

- **Organizational Overview:** 1) An overview of the respondent's organization, 2) the organization's capacity to meet the needs described above, 3) examples of successful, relevant owner's representative services delivered previously to include federally funded projects and projects involving successful work with MBE procurement, and 4) statement of interest in partnering with AMPED to provide the scope of work outlined herein.
- **Proposed Solution:** A detailed description of the organization's proposed solution including:
 - (1) an overview of the organization's approach and philosophy to providing owner's representative services
 - (2) proposed plan for delivering the services requested in the scope of work herein,
 - (3) overview of the approach used to ensure compliance with federal funding and involvement of MBE firms, and
 - (4) a proposed high-level schedule/timeline for accomplishing the activities detailed in the scope of work.

- **Proposed Fee & Justification:** (1) A proposed fee for the work outlined herein (2) a justification for the cost. Note the current presumed project cost is approximately \$8M. In the description of the proposed fee, please explain your firm's approach to structuring fees including base fees and expense reimbursement, if applicable, and also describe the documentation that accompanies invoicing.
- **Team Overview:** Brief 1-3 paragraph bios and resumes/CVs for team members who will be directly involved in managing this project, if your firm is selected.
- **Required Attachments:** All interested respondents must submit three additional required documents:
 - Certification Regarding Lobbying: Found in Attachment A Federal Provisions ARPA
 - Certification Regarding Debarment and Suspension: Found in Attachment A Federal Provisions ARPA
 - Non-Collusion Affidavit: See Attachment B Non-Collusion Affidavit

Attachment A: Federal Terms and Provisions

The Coronavirus State and Local Fiscal Recovery Funds program is authorized by sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021), codified as 42 U.S.C. § 802 and 42 U.S.C. § 803 respectively; and as implemented by Treasury's Interim Final Rule at 31 C.F.R. Part 35. <https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

The Contractor shall comply with all Federal laws and regulations as applicable, governing the allocation and expenditure of Coronavirus Fiscal Recovery Funds required by the American Rescue Plan Act and shall comply with all rules and regulations established by the [Grantor] governing the administration of this agreement.

Contractor agrees to comply with applicable uniform requirements, as described in the American Rescue Plan Act. The Contractor shall carry out each activity in compliance with all applicable Federal laws and regulations described in 2 CFR 200, 31 CFR part 35, Recipient Award Terms and Conditions, Treasury Guidance, and Compliance and Reporting Guidance.

The following federal regulations are applicable to this award include, without limitation:

- New Restrictions on Lobbying, 31 CFR Part 21.
- Generally applicable federal environmental laws and regulations.

I.) GOVERNING LAWS

This Agreement shall be construed by and controlled under the laws of the State of [State]. The Parties consent to jurisdiction over them in the State of [State] and agree that venue for any state action arising under this agreement shall lie solely in the courts located in [County] County, [State], and for any federal action shall lie solely [County] County, [State].

The Contractor agrees to comply with the requirements of Section 603 of the Act, regulations adopted by Treasury pursuant to Section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. The Contractor also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

II.) UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM):

Contractors are required to maintain an UEI, attained through SAM.gov registration.

III.) 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."

IV.) CONFLICTS OF INTEREST:

Contractor understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Agreement.

V.) DRUG FREE WORKPLACE:

The Contractor affirms they are a Drug-Free workplace, will abide by the provisions of [48 CFR part 23, subpart 23.5](#), and has a published statement, given to each employee engaged in the performance of work under this Agreement, notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition. This statement should specify actions taken against employees for violating that prohibition. Each employee should also know that as a condition of employment under any award, they will abide by the terms of the statement and notify you in writing if they are convicted for a violation of a criminal drug statute occurring in the workplace and must do so no more than five calendar days after the conviction. Furthermore, the Contractor must establish an ongoing drug-free awareness program consistent with the federal requirements.

VI.) PROHIBITION ON DISCRIMINATION:

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

1. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at [31 CFR 22](#), which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of the Treasury.
2. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. **Section 504 of the Rehabilitation Act of 1973**, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

4. **The Age Discrimination Act of 1975, as amended** (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. **Title II of the Americans with Disabilities Act of 1990, as amended** (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

VII.) PROTECTIONS FOR WHISTLEBLOWERS:

1. 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.
2. 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.
3. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

VIII.) USE OF SEAT BELTS:

Executive Order 13043, [62 FR 19217](#), encourages each Federal agency, in contracts, subcontracts, and grants to encourage contractors, subcontractors, and grantees to adopt and enforce on-the-job seat belt policies and programs for the employees when operating company-owned, rented or personally owned vehicles. Contractors should require all employees occupying any seating position of a motor vehicle on official business, whose seat is

equipped with a seat belt, have the seat belt properly fastened at all times when the vehicle is in motion.

IX.) TEXTING WHILE DRIVING:

Executive Order 13513, [74 FR 51225](#), requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative Agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government.

To further the requirement of encouraging such policies, contractors can consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the Contractor's text messaging policy while off duty.

X.) MAINTENANCE OF AND ACCESS TO RECORDS:

1. Contractor shall maintain records and financial documents sufficient to evidence compliance with the terms of this agreement,
2. [Grantor], The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Contractor in order to conduct audits or other investigations related to this agreement.
3. Records shall be maintained by Contractor for a period of five (5) years after the end of the period of performance of this agreement.

XI.) UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

Real property acquisition must comply with the provisions of [49 CFR 24](#).

XII.) BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall 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 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.

For agreements over \$100,000, the Contractor will be required to sign and return a separate document called **CERTIFICATION REGARDING LOBBYING**.

XIII.) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT [all agreements over \$100,000.00]

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q).
2. The contractor agrees to report each violation to the [*name of applicant entering into the contract*] and understands and agrees that the [*name of applicant entering into the contract*] will, in turn, report each violation as required to assure notification to the Federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.
3. 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. 1251-1387).
4. The contractor agrees to report each violation to the [*name of the applicant entering into the contract*] and understands and agrees that the [*name of the applicant entering into the contract*] will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency (EPA) Regional Office.
5. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

XIV.) COMPLIANCE WITH THE COPELAND 'ANTI-KICKBACK' ACT

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal awarding agency 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.
3. 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 CFR § 5.12."

XV.) COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that Federal awarding agency financial assistance will be used to fund all or a portion of the contract. The Contractor will comply

with all applicable federal law, regulations, executive orders, Federal awarding agency policies, procedures and directives.

XVI.) DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by *[insert name of recipient/beneficiary/applicant]*. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to *[insert name of recipient/beneficiary/applicant]*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Contractor agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

XVII.) EQUAL EMPLOYMENT OPPORTUNITY

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." As applicable for federally assisted construction contracts, during the performance of this Agreement, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but

not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions maybe 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 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 subcontractor 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.

XVIII.) INSURANCE

I. INSURANCE REQUIREMENTS PROFESSIONAL SERVICES:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Grantor in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$50,000
- Each Occurrence \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: “The Grantor, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees

shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against the Grantor, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

a. The policy shall be endorsed to include the following additional insured language: "The Grantor, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation against the Grantor, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory

- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

a. Policy shall contain a waiver of subrogation against the Grantor, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under [State Statue], AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made

basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include the following provisions:

1. The Grantor, and its departments, boards, commissions, universities, officers, officials, agents, and employees wherever additional insured status are required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the Grantor by certified mail, with return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of *[State]* with an "A.M. Best" rating of not less than A- VII. The Grantor in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the Grantor with certificates of insurance (ACORD form or equivalent approved by the State of *[State]*) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Grantor before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this

Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to [Grantor address]. The Grantor project/contract number and project description shall be noted on the certificate of insurance. The Grantor reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Grantor separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL: Any modification or variation from the insurance requirements in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance. If the contractor or sub-contractor(s) is/are a Grantor Department, board, commission, none of the above shall apply.

XIX.) MINORITY BUSINESSES AND WOMEN'S BUSINESSES

As required by 2 CFR Part 200.321 (b)(6), Contractor must take the following affirmative steps in the hiring of any subcontractors:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

XX.) NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor or any other party pertaining to any matter resulting from the contract.

XXI.) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract. Contractor understands that making false statements or claims in connection with this agreement 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.

XXII.) 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:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <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.

CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. 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.
2. 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.
3. 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 Contractors 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

1. This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the contractor is required to verify that none of the contractor's principles (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
2. The contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by AMPED. If it is later determined that the contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to AMPED, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR 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.

Authorized Signature

Address

Printed Name & Title

City, State, Zip Code

Company

Date

Attachment B: Non-Collusion Affidavit

I hereby affirm that I am a duly authorized representative of the organization named below and I possess the legal authority to make this affidavit on behalf of myself and the organization for which I am acting.

I am fully informed regarding the contents and preparation of the attached proposal and of all circumstances of the proposal.

The proposal is genuine and not a collusive or sham proposal.

I have not, nor has any other member, representative, employee, or agent of the organization, or parties in interest colluded, connived, or agreed, directly or indirectly, with any other proposer, organization or person to submit a sham proposal in connection with the Contract for which the attached proposal has been submitted or to refrain from offering a proposal in connection with the Contract, or has sought by agreement with any other proposer or parties in interest to fix the price or prices in the included proposal.

The prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its members, representatives, employees, agents, or parties in interest.

I hereby affirm under the penalties for perjury that the contents of this affidavit are true and accurate.

Signature & Date: _____

Printed Name: _____

Title: _____

Organization: _____