



Town of Windham

Fire - Rescue Department

375 Gray Road
Windham, ME 04062
Business 207-892-1911
Fax 207-892-0544

MEMORANDUM

To : Bob Burns, Town Manager
From : Brent Libby, Fire-Rescue Chief
Kevin Scholfield, Chief of Police
Date : August 5, 2025
Re : Capital Project FR-2024-006
Cc : Susan Rossignol, Finance Director

In the Fiscal Year 2026 budget we have a capital project FR-2024-006 approved in the amount of \$800,000 to replace and improve Police, Fire and Public Works radio/repeater infrastructure.

Chief Scholfield and I have been working diligently to initiate this project. We found that in September of 2023 Cumberland County conducted a competitive RFP process for a similar project on a county level. The results and review of their RFP yielded a successful bidder - Radio Communications Management, Inc (RCM) out of Portland. The County established a contract with RCM effective through September 2028. Within their contract, value pricing was extended to municipalities of the Regional Communications Center to receive reduced rates on Batteries, Chargers, Antenna's, Carry Cases, Microphones, Mobile and Portable Radios. Our organizations have already realized savings with this benefit.

As we began preparing an RFP of our own, we wanted to ensure that any new equipment we purchased was interoperable with the county system. As such the County Communications Center Director, the County Manager and RCM were able to amend their "system sales agreement" to include and extend pricing and scope that was included in their original agreement to the Regional Communications Center departments. This amendment will cover the infrastructure items that we need such as repeaters and antenna systems, Time and GPS reference, Console equipment, power systems, Microwave and network equipment.

In accordance with Town's Purchasing Policy, we would request that the Town Council approve our participation in the Cumberland County System Sales Agreement with RCM in accordance with Amendment 1 of their agreement as a "Cooperative Purchase." This will enable us to fully engage RCM in a system-wide assessment of current conditions and the design and implementation of our new system.

Once the system has been designed and ready for implementation we will be back before you to review the improvements and implementation of the project.

Thank you in advance for your consideration and support of this vital public safety project.



Brent J. Libby
Fire – Rescue Chief



Kevin L. Scholfield
Chief of Police

SYSTEM SALES AGREEMENT
BETWEEN
CUMBERLAND COUNTY MAINE
AND
RADIO COMMUNICATIONS MANAGEMENT, INC.

THIS AGREEMENT is entered into this 14th day of September 2023 by and between the **Cumberland County**, a municipality of the State of Maine, whose business address is 142 Federal Street, Portland, ME ("**County**") and Radio Communications Management, Inc, a Maine corporation, located at 158 Rand Road, Portland, ME ("**RCM**") enter into this System Sales Agreement ("**Agreement**"), pursuant to which the **County** will purchase, and RCM will sell the Communications System, as described below. RCM and the **County** may be referred to collectively as "**Parties**."

For good and valuable consideration, the Parties agree as follows:

The **County** hereby engages RCM, a wireless communications firm, to implement the proposed **Cumberland County** Communications System, including equipment and installation services, progress reports and meetings, project schedule, testing, acceptance, documentation, and warranties; RCM hereby accepts such work, subject to the terms and provisions of this Agreement.

RCM may proceed with the project based on the below terms:

Section-1 Contract Documents

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and will be resolved in the order in which they are listed below.

Cumberland County Request for Proposal "Regional Public Safety Communications System Upgrade" dated 5/27/2023 and all amendments.

Radio Communications Management, Inc Proposal "Regional Communications System Upgrade" dated 7/21/2023.

Exhibit- A Updated Pricing Summary

Exhibit- B Final System Acceptance Certificate.

Section-2 SCOPE OF AGREEMENT AND TERM

2.1. **SCOPE OF WORK.** RCM will provide, ship, optimize and test the Communications System, perform its Work, and may sub-contract performance of any portion of the Work all in accordance with this Agreement.

2.2 **TERM.** Unless otherwise terminated in accordance with the provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement shall begin on the Effective Date and shall continue until the latter of the date of Final System Acceptance or expiration of the warranty period.

2.3 **ADDITIONAL WORK.** The **County** may desire to have RCM perform work or render services in connection with the Agreement in addition to or other than work provided for by the expressed intent of the Scope of Work. Such work will be considered as Additional Work and will be specified in a written supplement that will set forth the nature and scope thereof. Work under a supplement shall not proceed until authorized in writing by the **County**. Any dispute as to whether work is Additional Work or work already covered under this Agreement shall be resolved before the work is undertaken. Performance of the work by RCM prior to resolution of any such dispute shall waive any claim by RCM for compensation as Additional Work.

2.4 **SOFTWARE.** Any Software furnished by RCM will be subject to the terms and restrictions of its copyright owner unless such copyright owner has granted to RCM the right to sublicense such Software, in which case the Software Sublicense Agreement (including any addendum to satisfy such copyright owner's requirements) shall apply.

2.5 **SUBSTITUTIONS.** At no additional cost to the **County**, RCM reserves the right to substitute any Equipment, Software, or Services to be provided by RCM, but only if the substitute meets the specifications and is of equivalent or better quality and value than the original Equipment. Any such substitution may be reflected in a Change Order with prior written approval of the **County**.

Section-3 PAYMENT OF AGREEMENT PRICE

3.1. **AGREEMENT PRICE.** The aggregate purchase price to be paid by the **County** to RCM for the Communications System is **\$2,766,930.00** in accordance with **Exhibit A**.

3.2 **PAYMENT SCHEDULE FOR SYSTEM.** The Agreement Price for the System Infrastructure shall be earned and invoiced in the following installments:

Radio System Upgrade Total	\$1,766,930.00
10% - Upon contract signing - \$176,693.00	
30% - Upon delivery of equipment to subcontractor staging location - \$530,079.00	
20% - Upon completion of System Staging and County Acceptance - \$353,386.00	
30% - Upon completion of Installation - \$530,079.00	
10% - Upon Final System Acceptance - \$176,693.00	
 Mobile and Portable Radios	 \$1,000,000.00
100% - Upon delivery of equipment to the County	

3.3 PAYMENT TERMS. RCM shall issue the **County** invoices in connection with each of the foregoing installments, and the **County** shall pay such invoices in full, without setoff, holdback, deduction or delay, within thirty (30) days of the date of each such invoice.

Section-4 PROJECT IMPLEMENTATION

4.1 PROJECT MANAGERS. RCM shall appoint a Project Manager ("RCM Project Manager") who will work directly with the **County** Project Manager and be the principal point of contact. RCM shall notify the **County**'s Project Manager in writing, when there is a new RCM Project Manager assigned to the Work. The RCM Project Manager's information is:

Mac D. McKnight
Phone: 207-797-7503
Email: mmcknight@rcm2way.com

The **County** shall appoint a Project Manager ("**County** Project Manager") who will work directly with the RCM Project Manager and be the principal point of contact for the Work. The **County** shall notify RCM's Project Manager in writing when there is a new **County** Project Manager assigned to the Work. The **County** Project Manager's information is:

County Project Manager: Melinda Fairbrother-Dyer, Director
Phone: 207-894-3734
Email: mjdyer@cumberlandcounty.org

4.2 IMPLEMENTATION SCHEDULE. The **County** and RCM agree to perform their respective responsibilities in accordance with the schedule for the Work ("Implementation Schedule") to be preliminarily provided by the RCM Project Manager and finalized at Detailed Design Review, subject to any agreed-upon Change Order. The Implementation Schedule shall set forth milestones beginning from the Effective Date. By executing this Agreement, the **County** authorizes RCM to proceed with the performance of the Work. The **County** will generate a purchase order upon the Effective Date, and such purchase order number must appear on all itemized invoices and packing slips.

Section-5 PROJECT MILESTONES

5.1 Milestones to fall in alignment with proposed payment schedule outlined in **Section- 3** of this document.

Section-6 SYSTEM ACCEPTANCE

6.1 ACCEPTANCE PLAN. RCM will test the Communication System in accordance with the Acceptance Test Plan. System acceptance will occur upon the successful completion of such testing ("System Acceptance") at which time both Parties shall promptly execute a certificate of system acceptance. If the Acceptance Test Plan includes separate tests for individual subsystems, both Parties shall promptly execute certificates of subsystem acceptance upon the successful completion of testing of such subsystems. Final payment is defined in the payment schedule found in Section-4.2. Minor omissions or variances as reasonably determined by the **County** in performance which do not materially affect the operation of the Communications System as a whole will not postpone System

Acceptance. The **County** and RCM will jointly prepare a list of such omissions and variances which RCM will correct according to an agreed upon schedule.

6.2 **ACCEPTANCE TESTING.** RCM agrees to notify the **County** when the Communication System is ready for acceptance testing. RCM and the **County** agree to commence acceptance testing as determined in accordance with timelines set forth in the Project Schedule.

6.3 **FIELD TESTING.** RCM will issue written authorization for the **County's** use of the Communication System for limited testing or training purposes, prior to the completion of testing by RCM. RCM will issue this signed document giving the **County** permission for initial Field Testing. The Parties may jointly extend this period if necessary.

6.4 **SYSTEM USE AUTHORIZATION.** When System Testing is completed by RCM, written authorization will be issued indicating the **County** can begin full utilization of the system. Any substantial use of the Communication System without prior written authorization by RCM shall constitute System Acceptance.

6.5 **FINAL SYSTEM ACCEPTANCE.** Final System Acceptance occurs after Staging Acceptance and Field Acceptance and receipt and installation of the Equipment and Software by the **County**. RCM will work with the **County** to develop a Final System Acceptance plan including coverage testing for acceptance of the Communication System. Upon acceptance by the **County** of the Communication System, the **County** shall have Beneficial Use, which then commences the **County's** responsibility for the use and operation of the System. The **County** agrees and acknowledges that testing procedures may be impeded if the **County** begins using the System before Final System Acceptance; therefore, the **County** should not commence Beneficial Use before Final System Acceptance. When Final System Acceptance occurs, the Parties will memorialize this event by promptly executing the Final System Acceptance Certificate attached hereto as Exhibit-B. After completion of the Final System Acceptance tests, if the **County** believes that the System fails the acceptance tests, the **County** will provide to RCM within thirty (30) days after completion of the tests a written notice that includes the specific details of such failure. If no notice is provided by the **County** within thirty (30) days, or if the **County** makes Beneficial Use of the System at any time, Final System Acceptance will be deemed to have occurred.

Section-7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, the **County** will provide (i) a designated Project Manager; (ii) all necessary construction and building permits, zoning variances, licenses, and the like; and (iii) access to the work sites as reasonably requested by RCM so that it may perform its duties in accordance with the Statement of Work.

7.2. **SITE CONDITIONS.** The **County** will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work specifically states to the contrary, the **County** will ensure that these work sites will have (i) adequate physical space for the installation, use and maintenance of the System; (ii) adequate air conditioning and other environmental conditions; (iii) adequate electrical power outlets, distribution and equipment for the installation, use and maintenance of the System; and (iv) adequate telephone or other communication lines for the installation, use and maintenance of

the System, and adequate interfacing networking capabilities. Before installing the Equipment at a work site, RCM will inspect the work site and advise the **County** of any apparent deficiency or non-conformity with the requirements of this Section.

7.3 **SITE ISSUES.** If RCM or the **County** determines during the course of performance of this Agreement that the site identified in the exhibits is no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated on the specifications as necessary, RCM and the **County** will promptly investigate the conditions and will select a replacement site or adjust the installation plans and specifications as necessary. If such change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Agreement Price, by a written Change Order.

7.4 **INTERFERENCE.** RCM shall design the Communication System to provide adequate interference protection to prevent disruptive interference caused to other radio system; however, it is recognized that RCM may not have control over the generation of interference by other systems. If an external source(s) of interference exists, RCM shall, to the extent technically possible, assist the **County** with identification of the condition, component or equipment generating interference at an additional expense to the **County** not exceeding then current industry standard fees and out-of-pocket expenses. Interference is defined herein to mean a situation that results, on a demonstrable basis, in material performance degradation to the System.

Section-8 TRAINING

If training is provided as part of the Work, RCM shall provide a written training plan to the **County**. The RCM Project Manager, or their designee, shall serve as the point of contact for the coordination of such training. The **County** shall notify RCM immediately if a date change for a scheduled training program is required. If RCM incurs additional costs because the **County** reschedules a training program less than thirty (30) days before its scheduled start date, RCM is entitled to recover these additional costs.

Section-9 REPRESENTATIONS AND WARRANTIES

9.1. **SYSTEM FUNCTIONALITY.** RCM represents that the Communication System will perform consistently with the System design and functionality specifications contained in the Statement of Work in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. RCM is not responsible for Communication System performance deficiencies that are caused by ancillary equipment not furnished by RCM which is attached to or used in connection with the Communication System or for reasons beyond RCM's control, such as (i) an earthquake, adverse atmospheric conditions, or other natural causes; (ii) the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; (iii) the addition of frequencies at System sites that cause RF interference or intermodulation; (iv) the **County** changes to load usage or configuration outside the specifications; or (v) any acts of Parties who are beyond RCM's control.

9.2 WARRANTY AND MAINTENANCE SERVICE PERIOD. Subject to the terms herein, the Communication System Warranty Services and Support shall be covered for (1) one year to commence upon Final System Acceptance. Cost for years (2) two through (5) five are provided but not included in this agreement total cost.

9.3 EQUIPMENT WARRANTY AND MAINTENANCE. Subject to the terms herein, the System Infrastructure Equipment shall be covered by the warranty statements set forth in Proposal Response of this Agreement attached hereto.

9.4 SOFTWARE WARRANTY AND MAINTENANCE. Subject to the terms herein, Software shall be licensed in accordance with the Software License Agreement set forth in the RFP Response of this Agreement attached hereto.

9.5 WARRANTY CLAIMS. Before the expiration of the warranty period, the County must notify RCM in writing if Equipment or Software does not conform to these warranties. Upon receipt of such notice, RCM will investigate the warranty claim. If this investigation confirms a valid warranty claim, RCM will, at its option and at no additional charge to the County, repair the defective Equipment or Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Software.

9.6 ORIGINAL END USER IS COVERED. These express limited warranties are extended by RCM to the original user purchasing the Equipment for commercial, industrial, or governmental use only, and are not assignable or transferable.

Section-10 DELAYS

10.1. EXCUSABLE DELAYS. Neither party will be liable for its non-performance or delayed performance if caused by a "Force Majeure" which means an event, circumstance, or act of a third party that is beyond a party's reasonable control, such as an act of God, omissions of Federal, State, and local governmental authorities and regulatory agencies, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, supplier shortages or any other similar cause.

Each party will notify the other if it becomes aware of any Force Majeure that will significantly delay performance. The notifying party will give such notice promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a Change Order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

10.2 PERFORMANCE SCHEDULE DELAYS. Successful performance of the Implementation Schedule will require cooperation between the Parties. Because it is impractical to provide for every contingency which may arise during the course of performance of this Agreement, the Parties agree to notify the other if they become aware that any condition will significantly delay performance. The Parties hereby agree to negotiate in good faith reasonable extensions of the Implementation Schedule caused by such contingencies.

Section-11 DISPUTES

11.1. SETTLEMENT PREFERRED. RCM and the **County** will attempt to settle any claim or controversy arising from this Agreement (except for a claim relating to intellectual property) through consultation and negotiation in good faith and a spirit of mutual cooperation. The respective project managers will confer and attempt to settle a dispute. The dispute will be escalated to appropriate higher-level managers of the Parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by RCM and the **County** within thirty (30) days after notice by one of the Parties demanding non-binding mediation. RCM and the **County** will not unreasonably withhold consent to the selection of a mediator, and they will share the cost of the mediation equally. The Parties may postpone mediation until they have completed some specified but limited discovery about the dispute. The Parties may also replace mediation with some other form of non-binding alternative dispute resolution, including arbitration in accordance with the then-most current rules of the American Arbitration Association, unless the Parties mutually agree otherwise; provided that no such arbitration shall be binding if it would compromise or impinge on any insurer's policy rights to defend or settle any covered claims or suits.

11.2. LITIGATION. Any claim relating to intellectual property and any dispute that cannot be resolved between the Parties through negotiation within two (2) months after the date of the initial demand as described above in Section 11.1. shall then be submitted by either party to District Court or Superior Court located in Cumberland County, Maine, which both parties agree shall be the proper venue for such litigation. Unless otherwise provided in this Agreement, the Parties shall continue to perform according to the terms and conditions of the Agreement during the pendency of any litigation or other dispute resolution proceeding. In the event of litigation or arbitration between the Parties to this Agreement, the non-prevailing party shall reimburse all reasonable costs and attorney fees to enforce this Agreement incurred by the prevailing party.

Section-12 DEFAULT AND TERMINATION

12.1. DEFAULT. If a party fails to perform a material obligation under this Agreement, the other party may consider that party to be in default, unless such failure has been based on an Excusable Delay. The non-defaulting party shall give the defaulting party written notice of such default and specify in writing a reasonable amount of time that is in no event less than thirty (30) days during which the defaulting party has to cure such default or provide a cure plan prior to any penalties assessed under this Agreement. The amount of time to cure specified shall take into consideration the gravity and nature of the default.

12.2. FAILURE TO CURE. If a defaulting party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement. If the **County** is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the Communication System through a third party, the **County** may as its exclusive remedy recover from RCM reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement. The **County** agrees to use its best efforts to mitigate such costs and to provide RCM with detailed invoices substantiating the charges. If RCM is the non-defaulting party in case of termination in any event, the **County** shall pay, at a minimum, the price of the Equipment, Software and services delivered to the **County**, the price of Equipment and Software in RCM's premises designed for the **County** and

the price of any Equipment and Software on order with RCM's suppliers as of the date of termination within thirty (30) days from the effective date of such termination.

Section-13 INDEMNIFICATION

13.1. **GENERAL INDEMNITY BY RCM.** RCM hereby agrees to release, indemnify, defend and hold harmless the **County**, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever brought for or on account of persons or property, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of the RCM, its officers, officials, employees, agents or assigns and not resulting from the fault, omission and/or negligence of the **County**, its officers, officials, employees, agents or assigns.

13.2. **GENERAL INDEMNITY BY COUNTY.** The **County** hereby agrees to release, indemnify, defend and hold harmless RCM, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever brought for or on account of persons or property, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of the **County**, its officers, officials, employees, agents or assigns and not resulting from the fault, omission and/or negligence of the RCM, its officers, officials, employees, agents or assigns. Under no circumstances shall the provision of indemnification by either party under this Agreement be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the Client under the Maine Tort Claims Act, 14 M.R.S. § 8101, *et seq.*, or other applicable law. The provisions of this Section shall survive the term of this Agreement indefinitely.

Section-14 FCC LICENSES AND AUTHORIZATIONS

RCM agrees to process applications and fees on behalf of the **County** for all Federal Communications Commission ("FCC") licenses and authorizations required for installation and use of the Communications System prior to the scheduled installation of the Equipment. As part of the standard services, RCM will provide to the **County**, RCM will take care of the preparation and submittal of the initial FCC license modification application for the frequencies being used in this system. Although RCM will assist the **County** in the preparation of its FCC license applications, neither RCM nor any of its employees is an agent or representative of the **County** in FCC or other matters. As the applicant the **County** is solely responsible for obtaining all FCC licenses and for complying with FCC rules.

Section-15 GENERAL

15.1 **EQUIPMENT TITLE.** The Equipment shall be shipped FOB Windham, Maine, and all freight charges are included in the Agreement Price. Title to the Equipment will pass to the **County** upon payment of the Equipment by RCM to the **County**, except that title to Software will not pass to the **County** at any time.

15.2 **RISK OF LOSS.** Risk of loss will pass to the **County** upon installation of the Equipment at the **County's** location. RCM will pack and ship all Equipment in accordance with good commercial practices.

15.3 **TAXES.** The Contract Price does not include any amount for federal, state, or local excise, sales, lease, service, rental, use, property, occupation, or other taxes, all of which (other than federal, state, and local taxes based on RCM's income or net worth) will be paid by the **County** except as exempt by law. If RCM is required to pay or bear the burden of any such taxes, RCM will send an invoice to the **County** and the **County** will pay to RCM the amount of such taxes (including any interest and penalties) within thirty (30) business days after the date of the invoice. the **County** will be solely responsible for reporting the Equipment for personal property tax purposes.

15.4 **CONFIDENTIAL INFORMATION.** The County will not disclose any material or information identified as RCM proprietary and confidential to third Parties without RCM's prior written permission, unless RCM makes such material or information public, or disclosure is required by law. If the County concludes that it is required by law to disclose such material or information, the County will notify RCM prior to such disclosure and provide RCM with a reasonable opportunity to seek a court order limiting or prohibiting the disclosure of such documents. RCM further acknowledges that unless otherwise identified as proprietary or confidential on their face, all documents in the Town's possession related to this Agreement are considered to be "public records," subject to release under Maine's Freedom of Access Act, 1 M.R.S. § 401, *et seq.* Under no circumstances shall the Town's release of any such public records be considered to constitute a breach of this Agreement.

15.5 **DISCLAIMER OF LICENSE.** Nothing in this Agreement will be deemed to grant, either directly or by implication, estoppel, or otherwise, any license or right under any patents, patent applications, copyrights, trademarks, trade secrets or other intellectual property of RCM.

15.6 **ASSIGNABILITY.** No right or duty in whole or in part of either party may be assigned or delegated without the prior written consent of the other party, which consent shall not be unreasonably or untimely held. Notwithstanding anything herein to the contrary, either party may assign this Agreement, in whole or in part, without the other party's consent, to any affiliate or any purchaser of a substantial portion of that party's affiliate, business or facility(s) as to which the products or services provided to the **County** shall relate.

15.7 **WAIVER.** Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power.

15.8 **SEVERABILITY.** If any portion of this Agreement is held to be invalid or unenforceable, that provision will be considered severable, and the remainder of this Agreement will remain in full force and effect as if the invalid provision were not part of this Agreement.

15.9 **HEADINGS AND SECTION REFERENCES.** The headings given to the sections of this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

15.10 GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws of the State of Maine. Exclusive venue for any suit between the Parties arising out of this Agreement shall be the federal or state courts located in **Cumberland County, Maine**.

15.11 SUBCONTRACTING. RCM may subcontract any portion of the Work subject to the approval of the **County**, but such subcontracting will not relieve RCM of its duties under this Agreement.

15.12 NOTICES. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and shall be effective upon receipt:

RCM

Attn: Mac D. McKnight
Address: 158 Rand Rd., Portland, ME 04102
Phone: 207-797-7503
Email: mmcknight@rcm2way.com

Cumberland County

Attn: Melinda Fairbrother-Dyer, Director
Address: 22 High Street, Windham, ME 04062
Phone: 207-894-3734
Email: mjdyer@cumberlandcounty.org

15.13 COMPLIANCE WITH APPLICABLE LAWS. Each party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System.

15.14 ENTIRE AGREEMENT. This Agreement (including the Exhibits, Schedules and Attachments) constitutes the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements and understandings, whether written or oral, relating to such subject matter. This Agreement may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both Parties.

15.15 SIGNATURES. Unless otherwise specified below, the following signatories are the authorized representatives upon whose decisions and information each party may rely in performance of this Agreement. Any information of notices required or permitted hereunder shall be deemed to have been sufficiently given to either party if given to these signatories or to such Parties and/or addresses as they may subsequently designate.

The Parties hereby enter into this Agreement as of the Effective Date.

Cumberland County

By: 

Name: James H. Ganley

Title: County manager

Date: 9/19/2023

RCM

By: 

Name: Mac D. McKnight

Title: President

Date: 09/19/2023

Phases-1 and 2 TX (9) Sites-Analog Add Microwave Hot-Standby Add P25 to (1) channel	ANALOG COST [each]	SITES									QTY	ANALOG COST [Ext]	LABOR	TOTAL [MATERIAL & LABOR] COST	GRAND TOTAL	
		Baldwin	Casco	CCRCC	Gray	Harpwell	Harrison	New Gloucester	Portland BBT	Standish						
RADIO																
VHF Analog Repeaters [3-channels**] TX & RX	\$45,662	1	1	1	1	1	1	1	1	1	9	\$410,962	\$21,600	\$432,562	\$905,720	RADIO
Comparator/Voter - replace existing	\$12,066	0	0	3	3	0	0	0	0	0	6	\$72,397	\$0	\$72,397		
Network/Gateways/Routing/LAN Eqpt	\$1,240	1	1	1	1	1	1	1	1	1	9	\$11,160	\$0	\$11,160		
Antennas/T-Line & Protection (2) Antennas	\$11,018	1	1	1	1	1	1	1	1	1	9	\$99,165	\$37,350	\$136,515		
Transmitter Combiner	\$24,217	1		1				1		1	4	\$96,869	\$2,400	\$99,269		
Receiver Multicoupler	\$4,010	0	1	0	1	1	1	0	1	0	5	\$20,048	\$3,000	\$23,048		
GPS/ simulcast/ existing TX sites only	\$9,364	1	1	1	1	1	1	1	1	1	9	\$84,276	\$0	\$84,276		
Grounding and AC protection	\$2,231	1	1	1	1	1	1	1	1	1	9	\$20,078	\$4,140	\$24,218		
Prog. Software, Cables/Interface Eqpt	\$0	0	0	1	0	0	0	0	0	0	1	\$0	\$0	\$0		
FCC Licensing - Assumes P25 for new sites	\$2,475	1	1	1	1	1	1	1	1	1	9	\$22,275	\$0	\$22,275		
Other [explain]	\$0										0	\$0	\$0	\$0		
Other [explain]	\$0										0	\$0	\$0	\$0		
**Channel is defined as 9-site FD/PD/or SO systems; for receive-only sites, only the repeater receivers will be activated in Phase-1																
MICROWAVE																
Add hot stand-by to existing	\$99,140			1							1	\$99,140	\$16,600	\$115,740	\$115,740	MICROWAVE
Other [explain]	\$0										0	\$0	\$0	\$0		
CONSOLE																
Convert to P25	\$2,786	0	0	1	0	0	0	0	0	0	1	\$2,786	\$500	\$3,286	32,395	CONSOLE
		0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0		
Add (3) DFSI Channels for Analog	\$13,175	0	0	2	0	0	0	0	0	0	2	\$26,349	\$2,760	\$29,109		
Other [explain]	\$0.00										0	\$0	\$0	\$0		
FACILITIES																
AC Power/Distribution	\$3,107	1	1	1	1	1	1	1	1	1	9	\$27,964	\$4,140	\$32,104	416,763	FACILITIES
DC Power Plant/Rectifier/Charger/Dist	\$28,280	1	1	1	1	1	1	1	1	1	9	\$254,520	\$14,400	\$268,920		
Batteries	\$3,129	3	3	3	4	3	3	3	3	3	28	\$87,619	\$0	\$87,619		
Status Monitoring/ Alarms	\$0	0	0	0	0	0	0	0	0	0	0	\$0	\$920	\$920		
Tower Structural Engineering	\$6,800	1		1				1		1	4	\$27,200	\$0	\$27,200		
Other [explain]	\$0										0	\$0	\$0	\$0		
OPTIONS																
Convert single channel [1 of 3] at 9-sites to P25	7,519	0	0	0	0	0	0	0	0	0	0	0	0	0	130,236	OPTIONS
		1	1	1	1	1	1	1	1	1	9	67,667	4,140	71,807		
		0	0	0	0	0	0	0	0	0	0	0	0	0		
Spare parts - Radio and Battery Plant	29,233	0	0	1	0	0	0	0	0	0	1	29,233	0	29,233		
Spare Parts - Microwave	29,196	0	0	1	0	0	0	0	0	0	1	29,196	0	29,196		

SERVICES	
Project Management	\$44,160
Project Engineering	\$38,520
Factory Staging/Integration	\$24,000
Site Design/Engineering/Development	\$0
System Acceptance Testing	\$24,320
Documentation	\$4,600
Training	\$3,680
Shipping/Freight	\$26,797
Other Services [Explain]	\$0
SERVICES SUB-TOTAL	\$166,077

WARRANTY & MAINTENANCE		
Year-1 \	WARRANTY	Included
Year-2		N/A
Year-3		N/A
Year-4		N/A
Year-5		N/A
WARRANTY/MAINTENANCE		SUB-TOTAL

	RADIO	\$905,720
	MICROWAVE	\$115,740
	CONSOLE	\$32,395
	FACILITIES	\$416,763
	OPTIONS	\$130,236
		<hr/>
		\$1,600,853
		SUB-TOTAL
	SUBSCRIBER RADIOS AND ACCESSORIES	\$1,000,000
	SERVICES	\$166,077
	WARRANTY/MAINTENANCE	\$0
		<hr/>
		\$1,166,077
		SUB-TOTAL
	\$2,766,930	PHASE-1 GRAND TOTAL

Exhibit-B

Final System Acceptance Certificate

Cumberland County

Communications Systems Upgrade

This Final System Acceptance Certificate memorializes the occurrence of Final System Acceptance. RCM and the **County** acknowledge that:

1. The Final System Acceptance test plan has been successfully completed.
2. The Communications System is accepted.

County Representative:

RCM Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL SYSTEM ACCEPTANCE:

RCM has provided and the **County** has received all deliverables, and RCM has performed all other work required for Final System Acceptance.

County Representative:

RCM Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

SUPPLEMENT OF FEDERALLY REQUIRED CONTRACT PROVISION PURSUANT TO THE AMERICAN RESCUE PLAN ACT

The County of Cumberland (the "County") is the recipient of the American Rescue Plan Act ("ARPA") funds from the United States Department of the Treasury (the "U.S. Treasury"). The County will be utilizing ARPA funds to pay for eligible expenses incurred under an agreement dated as of September 19, 2023, by and between Radio Communications Inc. (the "Contractor") and the County (the "Agreement"). Since the County will be utilizing ARPA funds to pay for expenses incurred under the Agreement, the Contractor shall comply with the following federally required supplementary conditions (the "Supplementary Conditions") which are hereby incorporated into the Agreement.

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to "County" shall be deemed to refer to the party seeking products and/or services, and references to "Contractor" shall be deemed to refer to the party providing products and/or services, and references to the "Agreement" or "agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause the County to be in violation of these Supplementary Conditions.

CUMBERLAND COUNTY Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

The following terms and conditions apply to the Agreement and any other agreement for which any portion of the funding is derived from ARPA funds.

I. GENERAL CONDITIONS

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Agreement and/or Supplementary Conditions shall forthwith be supplemented to make such insertion or correction.

2. STATUTORY AND REGULATORY COMPLIANCE.

The contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of ARPA funds and/or set forth certain cost principles, including the allowability of certain expenses.

3. BREACH OF CONTRACT TERMS.

The County reserves its right to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term, or any Supplemental Condition. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

4. ADMINISTRATIVE, COST, AUDIT, AND PROGRAM REQUIREMENTS.

The Contractor must comply with the most recent version (unless a specific version is noted) of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow the County to comply with the applicable regulations governing the use of the ARPA funds, including, but not limited to, 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Failure to do so may result in the disallowance of costs upon audit. The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

(and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

5. RECORDS AND REPORTING REQUIREMENTS.

The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the County under the Agreement (the "Records") consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 16 below. The County and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the County of Cumberland or, if no such office is available, at a mutually agreeable and reasonable venue within the County of Cumberland, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law and the Maine Freedom of Access Act, 1 M.R.S. § 401, et seq. (collectively the "Statutes"), or which are not included in the definition of "public record," pursuant to 1 M.R.S. § 402, as may be amended, provided that: (i) the Contractor shall timely inform the County in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the County. The Contractor shall cooperate with all County efforts to comply with ARPA-related requirements and regulations pertaining to recordkeeping and reporting.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACTOR AGREEMENT

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the County in any resulting invention in accordance with 37 C.F.R. 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 U.S. Treasury.

7. DEBARMENT AND SUSPENSION.

The Agreement 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 the Contractor and none of its 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 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the 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 the County, the

CUMBERLAND COUNTY Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

8. CONFLICTS OF INTEREST.

The Contractor shall notify the County as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the County is able to assess such actual or potential conflict. The Contractor shall provide the County any additional information necessary for the County to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the County, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the County, the Contractor shall sign a certification affirming that it has no conflict of interest arising from the performance of Work on a specific task.

9. SUBCONTRACTING. The Contractor represents to the County that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under the Agreement. The Contractor will include these Supplementary Conditions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

10. ASSIGNABILITY. The Contractor shall not assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the County.

11. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the County and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in the Agreement. Notwithstanding the foregoing, under no circumstances shall this paragraph (or any other provision of this Agreement) be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this paragraph shall survive the term of this Agreement indefinitely.

12. TERMINATION. If the Agreement does not include termination provisions elsewhere, the following termination provisions apply:

A. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under the Agreement, or if the Contractor shall violate any of the covenants,

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under the Agreement shall, at the option of the County, become the County's property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the County from the Contractor is determined.

B. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).

The County may terminate the Agreement at any time by giving at least ten (10) days' notice in writing to the Contractor. If the Agreement is terminated by the County as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

13. LOBBYING (Applicable to Agreements exceeding \$100,000). The Contractor certifies, to the best of its knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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.

B. 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 Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Contractor 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Any person who fails to

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

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.

14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).

The Contractor shall comply with the following bonding requirements:

- A. For improvements equal to or greater than one hundred thousand dollars (\$100,000), a performance bond and a labor and material payment bond each in the full amount of the contract price shall be required; for improvements equal to or greater than one thousand dollars (\$1,000), but less than one hundred thousand dollars (\$100,000), the County's Director of Finance shall require surety in such form and amount as he deems necessary to fully protect the best interests of the County.

15. AUDIT & ACCESS TO RECORDS.

The County, U.S. Treasury, the Comptroller General of the United States, the Office of the Cumberland County Compliance and Audit Manager, pertinent federal agencies, and other designated entities, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies, and transcriptions. Such audits may include a review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, state, and County guidelines. The Contractor agrees to provide the above-referenced entities or their authorized representative's access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the County's right to audit and/or access Contractor records that may be provided under the Agreement.

16. MAINTENANCE & RETENTION OF RECORDS.

The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of ARPA funds to the County that are applicable to the Agreement or for the period provided in

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

other applicable laws and program requirements, such as 2 C.F.R. Part 200, (ii) for six (6) years after the closeout of the Agreement, (iii) for the minimum retention period that may provide under the Agreement, or (iv) as long as required by state law, whichever may be longer.

17. COPYRIGHT.

Any creative or literary work developed or commissioned by the Contractor with ARPA funding provided by the County under the Agreement shall become the property of the County, entitling the County to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them or if the ARPA funding provisions provide otherwise.

- A. If the County shares its right to copyright such work with the Contractor, the County and U.S. Treasury reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed using ARPA funding provided by the County under the Agreement; and (b) any rights of copyright to which the Contractor, sub-Contractor, or a contractor purchases ownership with ARPA funding support provided by the County under the agreement.
- B. The Contractor shall submit one copy of all reports and publications resulting from the Agreement to the County within thirty (30) calendar days of completion. Any document generated pursuant to the ARPA funding must contain the following language:
"This project was supported by ARPA funding administered by the County of Cumberland, Maine, and the U.S. Department of the Treasury."

18. COUNTY SEAL, LOGO, AND FLAGS.

The Contractor shall not use the County seal(s), logos, crests, or reproductions of flags or likenesses of County agency officials without specific County pre-approval.

19. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to the Agreement or these Supplementary Conditions and is not subject to any obligations or liabilities to the County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

20. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Agreement.

21. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with Law, the Contractor, and applicable subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manger
142 Federal Street, Portland, Maine 04101

1. "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.
2. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CIVIL RIGHTS AND DIVERSITY PROVISIONS

22. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

The Contractor will comply with the small and minority firms, women's business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200. The contractor will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of the Agreement. As used in these Supplementary Conditions, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. The County may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

23. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.

The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease, or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate.

24. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.

The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

25. AGE DISCRIMINATION ACT OF 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

26. 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.

27. NONDISCRIMINATION.

The Contractor shall comply with all federal, state, and local statutory, regulatory and constitutional non-discrimination provisions. Except as otherwise provided under 41 CFR Part 60, if the Agreement meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, the Contractor shall comply with and must include in each non-exempt subcontract the following 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":

- A. 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,

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

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 setting forth the provisions of this nondiscrimination 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 will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. 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.
- D. 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 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.
- E. 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.
- F. 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 its 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.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of these Supplementary Conditions or with any of the said rules, regulations, or orders, the Agreement 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.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) 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

CUMBERLAND COUNTY Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

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.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Contractor shall include the following specifications, which are required pursuant to 41 C.F.R. 60-4.3 in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director (as such term is defined below) pursuant to and as referenced in 41 C.F.R. 60-4.6 and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive Order 11246. For the purposes of the Equal Opportunity Construction Contract Specifications and Clause below, the term "Construction Work" means the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other on-site functions incidental to the actual construction.

Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 C.F.R. 60-4.3)

1. As used in this specification

- a. "Covered area" means the geographical area described in the solicitation from which the Agreement resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic Origin;
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the Agreement resulted.

3. If the Contractor is participating (pursuant to 41 C.F.R. § 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which the Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to

CUMBERLAND COUNTY Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 C.F.R. Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 C.F.R. § 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

27. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).

The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of these Supplementary Conditions.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

29. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:

1. Recruitment, advertising, and job application procedures;
2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
3. Rates of pay or any other form of compensation and changes in compensation;
4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
5. Leaves of absence, sick leave, or any other leave;

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
8. Activities sponsored by the Contractor including social or recreational programs; and
9. Any other term, condition, or privilege of employment.

B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973.

D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair)

E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to taking affirmative action to employ and advance in employment individuals with physical or mental disabilities.

F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Rehabilitation Act of 1973, as amended, 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 Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

LABOR PROVISIONS

30. COPELAND "ANTI-KICKBACK" ACT (Applicable to all construction or repair contracts).

Salaries of personnel performing work under the Agreement shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manger
142 Federal Street, Portland, Maine 04101

deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. Part 3). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under the Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

31. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to contracts exceeding \$100,000 that involve the employment of mechanics or laborers).

The Contractor shall comply with 40 U.S.C. §§ 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). 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 that act and with other applicable federal laws and regulations pertaining to labor standards.

32. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE

For projects over \$10 million (based on expected total cost):

- a. A Contractor 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 DavisBacon Acts"). If such certification is not provided, a recipient must provide project employment and local impact report detailing:
 - a. The number of employees of contractors and sub-contractors working on the project; ▪
The number of employees on the project hired directly and hired through a third party;
 - b. The wages and benefits of workers on the project by classification; and
 - c. Whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.
- b. Contractor 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)). If the Contractor does not provide such certification, the Contractor must provide a project workforce continuity plan, detailing: 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.

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

33. Compliance with Applicable Law and Regulations

a. 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. 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.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(42 U.S.C. §§4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

35. Remedial Actions.

In the event of Contractor'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

CUMBERLAND COUNTY

Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

36. Hatch Act.

Contractor 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.

37. False Statements.

Contractor 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.

38. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Contractor 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 Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

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

39. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), The County encourages 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.

CUMBERLAND COUNTY Maine

ARPA Compliance and Audit Manager
142 Federal Street, Portland, Maine 04101

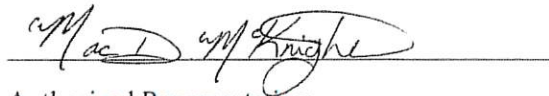
40. Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), The County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

The contractor hereby agrees, as a condition to receive funding under the County's ARPA program to the terms attached hereto.

RCM (Radio Communications Inc):

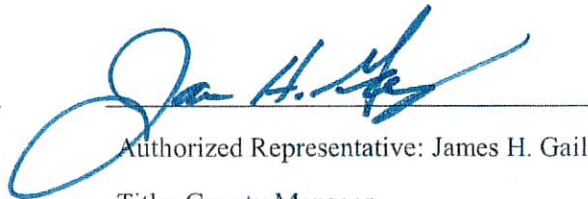
Cumberland County:



Authorized Representative:

Title: President

Date signed: 09/19/2023



Authorized Representative: James H. Gailey

Title: County Manager

Date Signed: 9/19/2023

Subscriber Equipment Discounts

*** RCM will offer the below discounts to Cumberland County for a period of 5 years ***

Portable Radio, Mobile Radio and Alert Pager Pricing

Includes:

- Portable Radios
- Mobile radios
- Mobile Radio Remote Control Head Kits (when purchased with a mobile radio deck)
- License Features (at time of radio purchase)

Manufacturer	Discount off Current MSRP	Discount off Current MSRP
	<u>1-99 Units</u>	<u>100+ Units</u>
Kenwood	30%	33%
Harris	27%	30%
Tait	30%	33%
Unication	Manufacturer Minimum Floor Price	Manufacturer Minimum Floor Price

Note: Kenwood KWD-5100CV P25 Conventional License 40% off MSRP for this agreement

Portable Radio, Mobile Radio and Alert Pager Accessories

Includes:

- Batteries
- Chargers
- Antennas
- Carry Cases
- Microphones and Speaker Microphones
- Mobile Radio Remote Control Head Kits (when purchased without a mobile radio deck)
- License Features (added after radio purchase)

Manufacturer	Discount off Current MSRP	Discount off Current MSRP
	<u>1-99 Units</u>	<u>100+ Units</u>
Kenwood Features and Accessories	25%	27%
Harris Accessories	25%	27%
Harris License Features	5%	7%
Tait License Features and Accessories	30%	33%
Unication	Manufacturer Minimum Floor Price	Manufacturer Minimum Floor Price

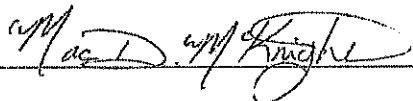
Programming of New Radio

New personality up to (16) channels	Included in price
Develop new personality over (16) channels	\$115.00/hr
Programming using existing personality file	Included in price

AMENDMENT 1
to
SYSTEM SALES AGREEMENT
BETWEEN
CUMBERLAND COUNTY
AND
RADIO COMMUNICATIONS MANAGEMENT, INC.
(signed 09/19/2023)

As part of the existing contract between CCRCC and RCM, it has been agreed that moving forward, the infrastructure pricing on the following page will be valid for the duration of the contract, expiring September 18th, 2028. All previous price structures, phases, amendments, and schedules are to remain intact and as agreed upon. Should a question of priority be posed, all written amendments, contracts, and agreements will take precedence over verbal agreements in order of most recent to oldest.

Radio Communications Management, Inc.

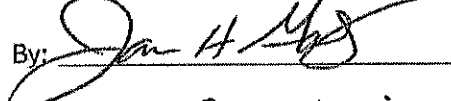
By: 

Print Name: Mac D. McKnight

Title: President

Date: 08/13/2025

Cumberland County

By: 

Print Name: James H Garley

Title: County Manager

Initial: _____

Infrastructure Equipment Discounts

*** RCM will offer the below discounts to Cumberland County for the remainder of the contract period ***

Radio, Power, and Network Infrastructure Pricing

Includes:

- Repeaters and Antenna Systems -
- Time and GPS Refrenece -
- Console Equipment -
- Power Systems -
- Microwave and Network Components -

<u>Manufacturer</u>	<u>Discount off Current MSRP</u>
- Repeaters and Antenna Systems -	
Tait	20%
TX / RX	20%
Comprod	20%
RFI	20%
Sinclair	20%
Antenna Cable / Connectors	20%
Kenwood	25%
L3Harris	27%
- Time and GPS Refrenece -	
Orolia	2%
- Console Equipment -	
Zetron	20%
MIndshare	20%
- Power Systems -	
Newmar	20%
DuraComm	20%
- Microwave and Network Components -	
Aviat	20%
Mikrotik	15%
Cisco	10%

Initial: _____