



Request for Proposals to Provide Hotel/Motel Room Blocks

SCHEDULE

Issued: Wednesday, April 8, 2020

Timeline for Submitting Proposals:
Beginning April 11, 2020, 5:00 PM DST, and until need is met

ADDENDUM: Because need for this service has become intermittent, please contact MaineHousing before responding.

MaineHousing Contact for this RFP:
Lauren Bustard, Senior Director of Programs
E-mail: lbustard@mainehousing.org

MAINEHOUSING NONDISCRIMINATION NOTICE:

MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, familial status, or receipt of public assistance in the admission or access to, or treatment in, its programs and activities. In employment, MaineHousing does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, or genetic information. MaineHousing will provide appropriate communication auxiliary aids and services upon sufficient notice. MaineHousing will also provide this document in alternative formats upon sufficient notice. MaineHousing has designated the following person responsible for coordinating compliance with applicable federal and state nondiscrimination requirements and addressing grievances: Louise Patenaude, Maine State Housing Authority, 353 Water Street, Augusta, Maine 04330-4633, Telephone Number 1-800-452-4668 (voice in state only), (207) 626-4600, or Maine Relay 711.

Maine State Housing Authority

Request for Proposals (“RFP”) to Provide Hotel/Motel Room Blocks

I. INTRODUCTION

1. Overview

Maine Governor Janet Mills proclaimed a state of emergency on March 15, 2020 to authorize the use of emergency powers in order to expand and expedite the State’s response to the serious health and safety risks of the highly contagious COVID-19. Maine State Housing Authority (“MaineHousing”), together with Maine’s Department of Health and Human Services (“DHHS”), recognizes the special challenges facing Maine’s populations experiencing homelessness, congregate care residents and health and other care providers in facing this emergency. In order to take aggressive steps to slow the spread of the COVID-19 virus and to ameliorate those special challenges, MaineHousing and DHHS are seeking to secure hotel/motel rooms to assist those individuals in those populations who have tested positive for the virus, are waiting for test results, or have been exposed to the virus and therefore must isolate themselves or other impacted individuals.

2. About MaineHousing

MaineHousing’s mission is to assist Maine people in obtaining and maintaining quality affordable housing and services suitable to their housing need. MaineHousing is an independent quasi-state agency that, at its core, couples the efficiencies of the private financial markets with public purpose goals to provide affordable home ownership and rental housing opportunities for Maine people. In addition, it administers a number of state and federal housing-related programs to reduce costs associated with housing for Maine people.

For more information about MaineHousing, please go to www.mainehousing.org.

II. GENERAL TERMS AND CONDITIONS

Review and Compliance

It is the responsibility of each respondent to the RFP to review this entire document, including its attachments, and comply with all requirements of this RFP.

Response Costs

MaineHousing is not liable for any expenses incurred by any respondent in the preparation, delivery, or submission of a response to this RFP. Costs of developing and delivering responses to this RFP are solely at the expense of each respondent.

Response Materials

All materials submitted as part of any response become the property of MaineHousing, whether or not the submitting respondent is selected to fulfill the RFP service.

Contract Term

The term of the contract awarded pursuant to this RFP will be for a minimum of two (2) months from the date the contract is executed between a selected respondent and MaineHousing.

MaineHousing reserves the sole right and option to extend the contract in incremental terms of one (1) month each.

Other Terms and Conditions

- MaineHousing reserves the right to modify or withdraw this RFP at any time, whether before or after any proposals have been submitted or received.
- MaineHousing reserves the right to reject any or all respondents and not to award a contract pursuant to this RFP, or to terminate the RFP process at any time, if deemed to be in its best interest.
- In the event any respondent selected does not enter into the required contract described in this RFP, MaineHousing reserves the right to reject the respondent and to offer a contract to another respondent.
- In no event will any obligations of any kind be enforceable against MaineHousing unless and until a written contract is entered into.
- MaineHousing reserves the right to waive informalities and minor irregularities in responses received.
- Each respondent certifies that neither it nor its principals, contractors, or agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from using federal funds by any federal or state agency.
- Any respondent selected pursuant to this RFP will be required to enter into MaineHousing’s Emergency Agreement for this Program.
- MaineHousing reserves the right to split the award among multiple respondents.

III. PROPOSED TRANSACTION STRUCTURE

As time is of the essence, individualized contract negotiations with each respondent are not possible. In the interest of simplicity and efficiency, MaineHousing is seeking price quotes for obtaining rooms on the following terms:

1. Payment Per Room Block Used. From the date the MaineHousing exercises its option to use a block of rooms (“Room Block(s)”) or (“Block”) until the date such rooms are released to the hotel/motel per the terms of the agreement, the MaineHousing will pay the per-room fee as agreed to by the parties.
2. The Room Block will be for the whole hotel/motel or a segregated portion that can be safely segregated given the population and COVID-19 concerns, i.e. a wing.
3. For simplicity, and to maximize the benefits to the hotel/motel workforce in the state, MaineHousing requires, and respondents’ price quotes should assume, that hotel/motel Room Blocks would be accompanied by the full suite of hotel/motel products and services, subject to negotiated exceptions regarding linen and food service as further described in “Proposed Terms and Conditions” below, as well as any other negotiated limitations specific to a particular respondent hotel/motel. Specific additions or deletions from the scope of services may be negotiated based on responses, and as part of that negotiation room prices would be adjusted accordingly if changes to the scope affect the underlying cost to deliver the required service.

IV. PROPOSED TERMS AND CONDITIONS

Respondents' price quotes should be developed and submitted according to the following conditions:

Transaction term	Description
Term of agreement	Minimum two months from commencement of agreement with MaineHousing's option to extend the term on a month-to-month basis.
Block Payment	Block payment costs are incurred per day and payable in arrears on a monthly basis for each Room Block according to the final negotiated price.
Size of Room Block	Respondents should specify the ability to safely segregate Room Blocks and the size of such a Block if the Block is smaller than the Hotel/motel and in such case MaineHousing would also be able to obtain significantly more than the Block if in MaineHousing's discretion conditions require more rooms. In all cases, the "Room Block Rental Process" noted below would apply.
Room Block Rental Process	The specific process will be detailed in each final agreement, but MaineHousing seeks a streamlined process for each purchase of Room Blocks: <ul style="list-style-type: none"> 1. Notice of Quantity Required 2. Pre-Rental Inspection 3. Agreement on safety protocols and services for population to be housed

Transaction term	Description
Food service	Price quotes for Room Blocks should specify the cost of three meals of room service a day for each person residing in the room.
Toiletries	Price quotes for Room Blocks should reflect the inclusion of an average daily supply of toiletries for each room.
Linen Service	Hotel/motel staff will be responsible for provision and installation of clean linens upon final departure of the room occupant. NOTE: Hotel/motel staff may provide linen cleaning subject to staff agreement and receipt of appropriate training.
Room Cleaning Protocols during Agreement	Hotel/motel staff will be responsible for room cleaning upon final departure of the room occupant. There will be no daily cleaning of occupied rooms.

Room Block Termination Protocols	At the end of the term of the agreement, Respondent will be responsible for cleaning the premises and rooms.
Services provided by the Hotel/motel and MaineHousing	If determines it is determined to be necessary, MaineHousing may arrange to supplement hotel/motel provided security officers to monitor quarantine compliance.
General Terms	MaineHousing’s form of contract for this RFP is contained in Attachment B .

V. Populations to be Housed

Maine Housing is seeking hotel/motel rooms for the benefit of multiple populations, as follows:

First, temporary housing for individuals impacted by the COVID-19 pandemic. This may include hotel/motel rooms to be used to quarantine individuals (i) who are homeless; (ii) who reside in congregate settings with shared bathrooms and kitchens such that isolation is not possible; and (iii) other impacted populations (“Quarantine Rooms”). The desired hotel/motel rooms would be used to address two quarantine groups in particular: individuals who have come in close contact with a COVID-19 positive individual, but have not been tested (14-day quarantine) and individuals who have been tested or tested and confirmed for COVID-19, who need to be isolated but do not have a medical need to be hospitalized.

Secondly, MaineHousing may seek to identify hotel/motel rooms for workers in fields deemed essential under Maine’s state of emergency.

Important Note: MaineHousing will not offer an agreement limited to one population or another; each agreement must offer MaineHousing the flexibility to house all noted populations in the hotel/motel, subject to appropriate safety protocols.

VI. PROPOSAL EVALUATION

The proposals received will be evaluated by MaineHousing. This RFP is intended to create a speedy and efficient process for leasing/renting blocks of rooms as the impact of the COVID-19 virus accelerates over the coming days. MaineHousing will review responses and contact respondents on a rolling basis as it deems appropriate. Respondents will be selected for negotiations based on a number of factors, including but not limited to price, the degree to which the respondent is willing to adhere to MaineHousing’s proposed agreement terms, the speed with which the rooms can be made available and the location or other characteristics of the hotel/motel in relation to the population to be served. No one factor will be dispositive.

VII. FORMAT FOR SUBMISSION AND MAILING INSTRUCTIONS

Interested hotel/motels are invited to provide their response by completing **Attachment A** hereto, Price Quote Response Form. Responses must be submitted via email. All documents must be submitted in PDF only and each respondent should structure its response based on the terms and

conditions outlined above. MaineHousing reserves the right, in its sole discretion, to reject any and all Responses for any or no reason.

Lauren Bustard
Senior Director of Programs
MaineHousing
lbustard@mainehousing.org

Submissions shall be accepted beginning at 5:00 PM Daylight Savings Time, Saturday, April 11, 2020, and continue until MaineHousing, in its sole discretion, determines that the need for same is met. Applications that do not contain all of the required documentation as listed in this RFP may be determined ineligible for further consideration.

ATTACHMENT A TO
 MAINEHOUSING’S REQUEST FOR PROPOSALS
 TO PROVIDE HOTEL/MOTEL ROOM BLOCKS

PRICE QUOTE RESPONSE FORM

Prior to completing and submitting this form, respondents should closely review the Request for Proposals document, and specifically the “Proposed Transaction Structure” section.

Hotel:	
Address:	
Business Owner Name:	
Management contact for contract discussions:	
Phone:	
Email:	

Submission Requirements

Responses should be sent via email to: Lauren Bustard Senior Director of Programs, at lbustard@mainehousing.org

Price Quote

Proposed pricing should reflect the services offered below; final pricing will be subject to further negotiation and based on agreed scope of services.

1. Daily Rate for Each Room:	
2. Daily Rate for Each Meal per Room	

Terms and Conditions

Respondents are invited to identify any specific terms and conditions that would require further negotiation on a separate page. Respondents should note that in the current emergency scenario, MaineHousing’s selection of partners for this effort will be based in part on whether a contract can be negotiated quickly; therefore those respondents with fewer items to be individually negotiated will be more likely to successfully enter an agreement with MaineHousing.

[Please complete next pages for further requested information]

Building-specific Information

Number of floors:				
Access type (check):	Elevator	<input type="checkbox"/>	Walk Up	<input type="checkbox"/>
Number of rooms (total):				
Number of ADA rooms:				
Notes:				

Room Information

Y or N

Rooms have independent air conditioning/heating (HVAC) units per room that vent externally to the outdoors with doors that open to an outdoor hallway (e.g., a “motor-lodge” style hotel)	<input type="checkbox"/>
Rooms have non-recirculating ventilation system that permits redirection of the air flow from corridors and staff areas into guest rooms	<input type="checkbox"/>
Describe Ventilation System [NOTE: if unknown, MaineHousing staff will assess during site visit]:	
Each room has its own bathroom with commode and sink	<input type="checkbox"/>
All rooms have phones that can call a front desk	<input type="checkbox"/>
Describe ease of access for delivery of food and medical and other supplies to rooms:	
Describe entertainment for guests (TV, wifi, etc) (NOTE: COVID+ may need to spend up to 2 weeks in isolation):	
Individual refrigerators in rooms	<input type="checkbox"/>
Hotel staff: availability of hotel staff, housekeeping, security, etc. or no hotel staff to remain on site	<input type="checkbox"/>

Additional information:

Number of parking spaces	<input type="checkbox"/>
All common areas ADA accessible?	<input type="checkbox"/>
Administrative and clinical office space or designated room availability?	<input type="checkbox"/>
Holding area for supplies/laundry/medical team (conference rooms)?	<input type="checkbox"/>

ATTACHMENT B TO
MAINEHOUSING'S REQUEST FOR PROPOSALS TO PROVIDE
HOTEL/MOTEL ROOM BLOCKS

EMERGENCY AGREEMENT



Emergency Agreement between Maine State Housing Authority and

[Insert name of Hotel]

This Agreement is made this **XX day of XXXX, 2020**, by and between **[name and address of Hotel]** (“Hotel”) and Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine (“MaineHousing”).

Recitals

WHEREAS, due to a pandemic outbreak of the COVID-19 coronavirus, a state of emergency was declared by Governor Janet Mills on March 15, 2020, a National Emergency Proclamation declared by President Donald Trump on March 13, 2020 and a Major Disaster Declaration for the State of Maine declared by President Donald Trump on April 4, 2020; and

WHEREAS, MaineHousing, wishes to procure hotel rooms and related services in the Hotel in support of the state and national emergency, as more particularly described in **Appendix A** (Rooms and Scope of Services) attached hereto and incorporated herein by reference, issued on April 8, 2020 a Request for Proposals to Provide Hotel/Motel Room Blocks (the “RFP”); and

WHEREAS, MaineHousing, acting in conjunction with Maine Department of Health and Human Services, will use the rooms to further the public health and safety in connection with its response to the state and national emergency by sheltering (a) people who have been exposed to the COVID-19 virus or are under medical quarantine; and/or (b) essential workers, first responders and others, all as further described in Appendix A;

WHEREAS, this Agreement is an emergency contract awarded pursuant to procedures available under said state and national declarations, defining the terms between the parties subsequent to a response by Hotel to the RFP;

Now, **THEREFORE**, the parties agree as follows:

Article 1 Definitions

The following definitions apply to this Agreement:

1.1 **"Agreement"** means this contract document, including all attached appendices, and all applicable ordinances and mandatory requirements which are specifically incorporated into this Agreement by reference as provided herein.

1.2 **"MaineHousing"** means the Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State of Maine.

1.3 **"Hotel"** means **[insert name and address of Hotel]**.

1.4 **"Effective Date"** means the date upon which MaineHousing executes the document.

1.5 **"Party"** and **"Parties"** mean MaineHousing and Hotel either collectively or individually.

1.6 **"Rooms and Services"** or **"Services"** means collectively the hotel rooms and related services to be provided by Hotel as described in Appendix A.

1.7 **"Contract Administrator"** for MaineHousing shall mean Lauren Bustard, Senior Director of

Programs for MaineHousing, or her designee.

Article 2 Term of the Agreement

2.1 Term.

The term of this Agreement shall commence on [insert Hotel's start date] and expire of its own accord on [insert the date that is two (2) months from the effective date] (the “**Expiration Date**”), unless earlier terminated as otherwise provided herein.

Article 3 Financial Matters

3.1 Compensation.

3.1.1 Payment. Hotel shall provide an invoice to MaineHousing on a monthly basis for compensation under this Agreement for the Rooms and Services (“**Compensation**”) provided in the immediate preceding month, unless a different schedule is set out in **Appendix B, "Calculation of Charges,"** attached hereto and incorporated herein by reference. Compensation shall be paid for the Rooms and Services identified in the invoice that the Contract Administrator, in her sole discretion, concludes has been satisfactorily provided. Payment shall be made within 30 calendar days of receipt of the invoice, unless MaineHousing notifies the Hotel that a dispute as to the invoice exists. The breakdown of charges associated with this Agreement appears in Appendix B. A portion of payment may be withheld until conclusion of the Agreement if agreed to by both parties as retainage, described in Appendix B. In no event shall MaineHousing be liable for interest or late charges for any late payments.

3.1.2 Payment Limited to Satisfactory Services. Hotel is not entitled to any payments from MaineHousing until the Contract Administrator confirms that the Rooms and Services have been provided in a manner satisfying all of the requirements of this Agreement. Rooms and Services that do not conform to the requirements of this Agreement may be rejected by MaineHousing and in such case must be replaced by Hotel without delay at no cost to MaineHousing.

3.1.3 Withhold Payments. If Hotel fails to provide Rooms and Services in accordance with Hotel's obligations under this Agreement, MaineHousing may withhold any and all payments due Hotel until such failure to perform is cured, and Hotel shall not stop performance under this Agreement as a result of MaineHousing's withholding of payments as provided herein.

3.1.4 Invoice Format. Invoices furnished by Hotel under this Agreement must be in a form acceptable to MaineHousing, and must include a unique invoice number. Payment shall be made by MaineHousing as specified in Section 3.4, or in such alternate manner as the Parties have mutually agreed upon in writing.

3.2 Getting paid by MaineHousing for goods and/or services.

3.2.1 Hotel must sign up to receive payments by submitting three forms; an IRS W-9 Form, a New Accounts Payable Vendor Master Request and an AP Vendor Direct Deposit Form. Upon contract execution these forms will be forwarded to the Hotel and must be returned within one business day of receipt.

3.2.2 The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), (iv) the type of entity (individual, corporation, sole proprietor, partnership, tax-exempted) and (v) composition of ownership.

3.3 Contract Amendments; Budgeting Revisions.

3.3.1 **Formal Contract Amendment:** Hotel shall not be entitled to an increase in the Compensation or an extension of the Term unless the Parties agree to a Formal Amendment in accordance with Section 11.5 (Modifications of this Agreement).

3.3.2 **MaineHousing Revisions to Program Budgets:** MaineHousing shall have authority, without the execution of a Formal Amendment, to purchase additional Rooms and/or make changes to the Services provided with the Rooms in accordance with the terms of this Agreement (including such terms that require Hotel's agreement), not involving an increase in the Compensation or the Term.

3.4 Audit and Inspection of Records.

Hotel agrees to maintain and make available to MaineHousing, during regular business hours, accurate books and accounting records relating to the Rooms and Services. Hotel will permit MaineHousing to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Hotel shall maintain such data and records in an accessible location and condition for a period of not fewer than three years, unless required for a longer duration due to federal, state, or local requirements of which MaineHousing will notify Hotel in writing, after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of Maine or any federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon MaineHousing by this Section. Hotel shall include the same audit and inspection rights and record retention requirements in all subcontracts.

Article 4 Services Hotel Agrees to Perform.

Hotel agrees to provide the Rooms and perform the Services provided for in Appendix A. Officers and employees of MaineHousing are not authorized to request, and MaineHousing is not required to reimburse the Hotel for, Rooms and Services beyond the Rooms and Scope of Services listed in Appendix A, unless Appendix A is modified as provided in Section 11.5, "Modification of this Agreement." Hotel agrees that all hotel rooms and other spaces within the Hotel property that are not included in the Rooms provided to MaineHousing under this Agreement, including, but not limited to, conference and meeting rooms, shall remain secured and unoccupied during the Term.

4.1 Independent Contractor; Payment of Employment Taxes and Other Expenses.

It is understood and agreed by the parties hereto that Hotel is performing the work under this Contract as an independent contractor and not as an agent or employee of MaineHousing. Contractor shall not receive any compensation or employee benefits from MaineHousing other than the compensation

described in Section 3.3 hereof.

4.2 Assignment.

The Rooms and Services to be provided and performed by Hotel are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Hotel unless first approved by MaineHousing by written instrument executed and approved in the same manner as this Agreement. Any purported assignment made in violation of this provision shall be null and void.

4.3 Warranty.

Contractor warrants to MaineHousing that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement.

Article 5 Insurance and Indemnity

5.1 Insurance.

5.1.1 Required Coverages. Without limiting any other obligation or liability under this Agreement, the Hotel, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. MaineHousing reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, MaineHousing requires and shall be entitled to the broader coverage and/or the higher limits maintained by Hotel. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MaineHousing.

Hotel shall during the term of this Agreement, without in any way limiting Hotel's liability pursuant to the "Indemnification" Section of this Agreement, maintain in force insurance coverage in amounts and coverages in accordance with **Appendix D**, "MaineHousing Minimum Insurance Requirements," attached hereto and made a part hereof.

5.2 Indemnification.

5.2.1 Hotel shall indemnify and hold harmless MaineHousing and its officers, agents, Commissioners and employees from, and, if requested, shall immediately defend them from and against, any and all claims, demands, losses, damages, costs, expenses, and liability or potential liability (legal, contractual, or otherwise) arising directly or indirectly in any way from Hotel's performance of this Agreement, including, but not limited to, the accuracy of the information Hotel provided in the Price Quote Request Form submitted pursuant to the RFP, except to the extent that such indemnity is void or otherwise unenforceable under applicable law, and except to the extent such loss, damage, injury, liability or claim was caused by the negligence or willful misconduct of MaineHousing in which case damages shall be apportioned. For clarity, Hotel's general indemnity obligation does not extend to COVID-19 personal injuries and/or property damage, except to the extent caused by Hotel. Hotel's foregoing indemnity and hold harmless obligations shall include,

without limitation, reasonable fees of attorneys, consultants and experts and related costs and MaineHousing's costs of investigating any claims against MaineHousing.

5.2.2 In addition to Hotel's obligation to indemnify MaineHousing, Hotel specifically acknowledges and agrees that it has an immediate and independent obligation to defend MaineHousing from any claims, lawsuits, and/or demands of any kind which actually or potentially falls within this indemnification provision, even if the claims, lawsuits, and/or demands of any kind are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Hotel by MaineHousing and continues at all times thereafter.

5.2.3 Hotel shall indemnify and hold MaineHousing harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret, or any other proprietary right or trademark, and all other intellectual property claims, lawsuits, and/or demands of any kind of any person or persons arising directly or indirectly from the receipt by MaineHousing, or any of its officers or agents, of Hotel's Rooms and Services.

Article 6 Liability of the Parties

6.1 Liability of MaineHousing.

MAINEHOUSING'S PAYMENT OBLIGATIONS AND LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN SECTION 3.3.1, "PAYMENT," OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL MAINEHOUSING BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE ROOMS AND SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

6.2 Liability of Hotel.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL HOTEL BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

HOTEL'S LIABILITY LIMIT SET FORTH ABOVE SHALL NOT APPLY TO:

(1) DAMAGES CAUSED BY HOTEL'S GROSS NEGLIGENCE (FOR PURPOSES OF THIS SECTION, "GROSS NEGLIGENCE" SHALL MEAN A WANT OF EVEN SCANT CARE OR EXTREME DEPARTURE FROM THE ORDINARY STANDARD OF CONDUCT) OR WILLFUL MISCONDUCT;

(2) HOTEL'S OBLIGATION TO INDEMNIFY AND DEFEND MAINEHOUSING PURSUANT TO THE GENERAL INDEMNIFICATION AND INFRINGEMENT

INDEMNIFICATION PROVISIONS HEREIN;

(3) DAMAGES THAT ARISE FROM THE UNAUTHORIZED USE OR DISCLOSURE OR FAILURE TO MAINTAIN CONFIDENTIALITY OF MAINEHOUSING'S INFORMATION IN THE POSSESSION OR CONTROL OF HOTEL (DATA BREACH), INCLUDING ALL OF MAINEHOUSING'S RELATED COSTS OF INVESTIGATION AND NOTIFICATION, AND STATUTORY FINES AND PENALTIES;

(4) WRONGFUL DEATH CAUSED BY HOTEL; AND

(5) CLAIMS COVERED BY THE INSURANCE.

Article 7 _____ (Reserved)

Article 8 Termination and Default

8.1 Expiration of Local Emergency / Termination for Convenience

8.1.1 This Agreement shall expire of its own accord on the Expiration Date set forth in Section 2.1. In addition, MaineHousing shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience. MaineHousing shall also have the option, in its sole discretion and without penalty of any kind, to terminate this Agreement upon a determination by MaineHousing that Hotel is unable to continue to provide the Rooms and Services described in Appendix A or otherwise in this Agreement. In any case, MaineHousing shall provide written notice that specifies the date on which termination shall become effective.

8.1.2 Upon receipt of the notice of termination, Hotel shall commence and perform, with diligence, all actions necessary on the part of Hotel to effect the termination of this Agreement on the date specified by MaineHousing and to minimize the liability of Hotel and MaineHousing to third parties as a result of termination. All such actions of Hotel shall be subject to the prior approval of MaineHousing. Within 30 days after the specified termination date, Hotel shall submit to MaineHousing an invoice. MaineHousing's payment obligation under this Section shall survive termination of this Agreement.

8.2 Termination for Default; Remedies.

8.2.1 MaineHousing may terminate this Agreement for Hotel's default in the event that Hotel fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, including any obligation imposed by ordinance or statute and incorporated by reference herein, and such default is not cured within seven (7) calendar days after written notice thereof from MaineHousing to Hotel ("Event of Default").

8.2.2 On and after any Event of Default, MaineHousing shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, where applicable, MaineHousing shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Hotel any Event of Default; Hotel shall pay to MaineHousing on demand all costs and expenses incurred by MaineHousing in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. MaineHousing shall have the right to offset from any amounts due to Hotel

under this Agreement or any other agreement between MaineHousing and Hotel: (i) all damages, losses, costs or expenses incurred by MaineHousing as a result of an Event of Default; and (ii) any liquidated damages levied upon Hotel pursuant to the terms of this Agreement; and (iii), any damages imposed by any ordinance or statute that is incorporated into this Agreement by reference, or into any other agreement with MaineHousing.

8.3 Non-Waiver of Rights.

The omission by either Party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other Party at the time designated, shall not be a waiver of any such default or right to which the Party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

8.4 Rights and Duties upon Termination or Expiration.

8.4.1 This Section and the following Sections of this Agreement listed below, shall survive termination or expiration of this Agreement:

Article 3	Financial Provisions		11.9	Agreement Made in Maine; Venue
Article 5	Insurance and Indemnity		11.10	Construction
6.1	Liability of MaineHousing		11.11	Entire Agreement
6.3	Liability of Hotel		11.13	Severability
Article 8	Termination and Default		Article 13	Data and Security

8.4.2 Subject to the survival of the Sections identified in Section 8.4.1, above, if this Agreement is terminated prior to expiration of the term specified in Article 2, this Agreement shall be of no further force or effect.

Article 10 Additional Requirements Incorporated by Reference

10.1 Contract Work Hours and Safety Standards Act.

Any contract for the employment of a laborer or mechanic employed by any contractor or subcontractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act, (40 U.S.C. §3701-3708). Wages of such employees shall be computed on the basis of a standard workweek of 40 hours and any work in excess of the standard workweek must have wages computed at a rate of not less than one and one-half times the basic rate of pay.

10.2 Conflict of Interest.

If Hotel, or any principal, affiliate or employee of Hotel, has business ties, familial relationships, or other close personal relationships with a current MaineHousing employee or commissioner or anyone who was a MaineHousing employee or commissioner within the past year, Hotel will

disclose said relationship. Hotel will inform MaineHousing immediately of any change in circumstances which may result in a conflict of interest and will take all actions necessary to ameliorate potential or perceived conflicts of interest.

10.3 Prohibition on Use of Public Funds for Political Activity.

See **Appendix F**, “Certification Regarding Lobbying,” attached hereto and made a part hereof

10.4 Nondiscrimination Requirements.

During the term of this Contract, including any extension term, Contractor shall not discriminate in any manner against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, physical or mental disability, or familial or marital status. Such prohibition against discrimination shall include, without limitation, all actions relating to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or termination, rates of pay or other forms of compensation and selection for training.

Article 11 General Provisions

11.1 Notices to the Parties.

Any notice required or permitted under this Contract shall be in writing and shall be deemed to have been sufficiently given when sent to the respective parties at the addresses set forth below, or to such other address as MaineHousing or Contractor may designate in writing by notice to the other as provided herein, (i) by e-mail, in which case it is deemed received when sent, or (ii) by overnight United States mail or overnight commercial courier or delivery service, in which case it is deemed received the following business day.:

To MAINEHOUSING

MaineHousing
ATTN: Lauren Bustard
Senior Director of Programs
email: lbustard@mainehousing.org
Current: 353 Water Street, Augusta, ME 04330
Effective Sept. 1, 2020: 26 Edison Drive, Augusta, ME 04330

To HOTEL:

VENDOR NAME

VENDOR ADDRESS

Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice.

11.2 Compliance with Americans with Disabilities Act.

Hotel shall provide the Services in a manner that complies with the Americans with Disabilities Act (ADA), including but not limited to Title II's program access requirements, and all other applicable federal, state and local disability rights legislation.

11.3 Incorporation of Recitals.

The matters recited above are hereby incorporated into and made part of this Agreement.

11.4 Public Records.

Hotel acknowledges that this Agreement and all records related to its formation, Hotel's performance of Services, and MaineHousing's payment are subject to the Maine Freedom of Access Act, (1 MRS §400 et. seq.), Such records are subject to public inspection and copying unless exempt from disclosure under federal or state law.

11.5 Modification of this Agreement.

This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 11.1, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement.

11.6 Dispute Resolution Procedure.

The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of services under this Agreement. If the Parties are unable to resolve the dispute, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under Maine law. The status of any dispute or controversy notwithstanding, Hotel shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of MaineHousing. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

11.7 Agreement Made in Maine; Venue.

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of Maine. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Kennebec County.

11.8 Construction.

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

11.9 Entire Agreement.

This contract sets forth the entire Agreement between the Parties, and supersedes all other oral or written provisions. This Agreement may be modified only as provided in Section 11.5, "Modification of this Agreement."

11.10 Compliance with Laws.

Hotel shall keep itself fully informed of the any applicable municipal charter, codes, ordinances and duly adopted rules and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all

applicable laws as they may be amended from time to time.

11.11 Severability.

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

11.12 Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of MaineHousing and Hotel, and both Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the Party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

11.13 Order of Precedence.

Hotel agrees to perform the services described below in accordance with the terms and conditions of this Agreement, implementing task orders, and the attached Appendices. If the Appendices to this Agreement include any standard printed terms from the Hotel, Hotel agrees that in the event of discrepancy, inconsistency, gap, ambiguity, or conflicting language between MaineHousing's terms and Hotel's printed terms attached, MaineHousing's terms shall take precedence.

11.14 Notification of Legal Requests.

Hotel shall immediately notify MaineHousing upon receipt of any subpoenas, service of process, litigation holds, discovery requests and other legal requests ("Legal Requests") related to all data given to Hotel by MaineHousing in the performance of this Agreement ("MaineHousing Data" or "Data"), or which in any way might reasonably require access to MaineHousing's Data, and in no event later than 24 hours after it receives the request. Hotel shall not respond to Legal Requests related to MaineHousing without first notifying MaineHousing other than to notify the requestor that the information sought is potentially covered under a non-disclosure agreement.

Article 12 Agency Specific Terms

12.1 Third Party Beneficiaries.

No third parties are intended by the parties hereto to be third party beneficiaries under this Agreement, and no action to enforce the terms of this Agreement may be brought against either party by any person who is not a party hereto.

12.2 Federal and State Financial Participation

12.2.1 Hotel acknowledges that some or all of the items, products, or services that Hotel furnishes to MaineHousing under this Agreement may be included, directly or indirectly, in whole or in part, in claims submitted by MaineHousing to federal or state disaster claims or health

care programs. By executing this Agreement Hotel certifies that it is not currently, and shall not during the term of this Agreement become, excluded, directed to be excluded, suspended, ineligible or otherwise sanctioned from participation in any federal or state assistance programs. Hotel shall notify MaineHousing, as provided in Section 11.1, within thirty (30) days of any such exclusion, suspension, ineligibility, or other sanction. This is a material term of this Agreement. Further, see **Appendix E**, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion,” attached hereto and made a part hereof.

12.2.2 Hotel agrees to indemnify and hold harmless MaineHousing and MaineHousing’s officers, Commissioners, employees, agents, successors and permitted assigns from and against any and all (including but not limited to federal, state, or third party) civil monetary penalties, assessments, repayment obligations, losses, damages, settlement agreements and expenses (including reasonable attorneys’ fees) arising from the exclusion, suspension, ineligibility, or other sanction of Hotel and/or Hotel’s workforce (including those who oversee Hotel’s workforce, supervisors and governing body members) from participation in any federal or state assistance program.

Article 13 Data and Security

13.1 Nondisclosure of Private, Proprietary or Confidential Information.

13.1.1 **Protection of Personally Identifiable Information.** Hotel shall safeguard and protect from disclosure at all times, and shall cause its employees, officers, agents, contractors, subcontractors and other representatives to safeguard and protect from disclosure at all times, all information about potential guests that could be used to determine or trace the identify of such persons (“Personally Identifiable Information”). Hotel shall, without limitation, take the following steps to safeguard and protect Personally Identifiable Information from disclosure:

13.1.1.1. Put measures in place to prevent the loss, theft, misappropriation or inadvertent disclosure of Personally Identifiable Information, such as removing documents that contain Personally Identifiable Information from printers or fax machines, not leaving paperwork containing Personally Identifiable Information on desks or other work areas unattended, not leaving computers or other electronic devices displaying Personally Identifiable Information unattended, logging off computers or other electronic devices displaying Personally Identifiable Information when unattended, controlling access to electronic files containing Personally Identifiable Information through the use of a password, placing paperwork containing Personally Identifiable Information in a locked file at the end of the business day, and shredding documents containing Personally Identifiable Information that are no longer needed (unless required to be retained pursuant to this Contract).

13.1.1.2. Encrypt all Personally Identifiable Information contained on computers, laptops, and other electronic devices and media used, in whole or in part, in the operation or administration of the Program, whether such Personally Identifiable Information is contained in spreadsheets, e-mails, attachments, or otherwise.

13.1.1.3. Send e-mail or e-mail attachments containing Personally Identifiable Information only if encrypted or only through a secure e-mail server.

13.1.1.4. Make employees, officers, agents, contractors, subcontractors and other representatives of Administrator who operate or administer the Program aware that the responsibility to safeguard and protect Personally Identifiable Information applies at all times, whether or not they are at a work location during normal business hours.

13.1.1.5. Limit disclosure of Personally Identifiable Information only to those persons who have a direct need to know the Personally Identifiable Information in order to administer or operate any the Program and advise them to take steps to safeguard and protect Personally Identifiable Information from inadvertent disclosure and not to disclose any Personally Identifiable Information to other persons.

13.1.2 **Confidential Information.** In the performance of Services, Hotel may have access to MaineHousing's proprietary or Confidential Information, the disclosure of which to third parties may damage MaineHousing. Confidential Information shall be that information so designated in writing by MaineHousing. If MaineHousing discloses proprietary or Confidential Information to Hotel, such information must be held by Hotel in confidence and used only in performing the Agreement. Hotel shall exercise the same standard of care to protect such information as a reasonably prudent Hotel would use to protect its own proprietary or Confidential Information.

13.2 Protected Health Information.

Hotel, all subcontractors, all agents and employees of Hotel and any subcontractor shall comply with all federal and state laws regarding the transmission, storage and protection of all private health information disclosed to Hotel by MaineHousing or DHHS in the performance of this Agreement. Hotel agrees that any failure of Hotel to comply with the requirements of federal and/or state and/or local privacy laws shall be a material breach of the Agreement. In the event that MaineHousing pays a regulatory fine, and/or is assessed civil penalties or damages through private rights of action, based on an impermissible use or disclosure of protected health information given to Hotel or its subcontractors or agents by MaineHousing, Hotel shall indemnify MaineHousing for the amount of such fine or penalties or damages, including costs of notification. In such an event, in addition to any other remedies available to it under equity or law, MaineHousing may terminate the Agreement.

The provisions of this Section 13 shall survive the expiration or earlier termination of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

MAINEHOUSING

MAINE STATE HOUSING AUTHORITY,
a public body corporate and politic and an
instrumentality of the State of Maine

By: _____
Daniel Brennan
Director

HOTEL

[company name]

By: _____
[name of authorized representative] [title]
[optional: address] [optional: city,
state, ZIP]

[Supplier ID]

Appendices

- A. Rooms and Scope of Services
- B. Calculation of Charges
- C. Invoice
- D. Minimum Insurance Requirements
- E. Certification Regarding Debarment & Suspension
and Other Responsibility Matters
- F. Certification Regarding Lobbying

Appendix A

Rooms and Scope of Services

Potential terms to include:

- **Initial block of rooms**
- **Procedure for adding blocks**
- **MaineHousing extension rights, if any**
- **Services to be provided by Hotel**
- **Services to be provided by MaineHousing**

Appendix B

Calculation of Charges

[To be revised after more information is available on pricing]

1. Method of Payment

Hotel shall submit monthly invoices by the fifteenth (15th) working day of each month, in the format attached in **Appendix C** attached hereto and made a part hereof, based upon the number of Rooms and Services provided in the immediately preceding month. All deliverables associated with the Rooms and Services listed in Section 2 of Appendix A, times the unit rate as shown in the Program Budgets listed in Section 2 of Appendix B shall be reported on the invoice(s) each month

2. Program Budgets and Final Invoice

- A. Program Budgets are listed below and are attached hereto.

Appendix B-1 Calculation of Charges (Budget)

B. Hotel agrees to comply with its Program Budgets of Appendix B in the provision of Services. Changes to the budget that do not increase or reduce the maximum dollar obligation of MaineHousing are subject to MaineHousing approval. Hotel agrees to comply fully with that policy/procedure.

C. A final closing invoice, clearly marked "FINAL," shall be submitted no later than forty-five (45) calendar days following the closing date of the Agreement, and shall include only those Services rendered during the referenced period of performance. If Services are not invoiced during this period, all unexpended funding set aside for this Agreement will revert to MaineHousing. MaineHousing's final reimbursement to the Hotel at the close of the Agreement period shall be adjusted to conform to actual units certified multiplied by the unit rates identified in the Program Budgets attached hereto, and shall not exceed the total amount authorized and certified for this Agreement.

3. No invoices for Services provided by law firms or attorneys, including, without limitation, as subcontractors of Hotel, will be paid unless the provider received advance written approval from MaineHousing Counsel.

Appendix C

Invoice

Template

Appendix D

MaineHousing Minimum Insurance Requirements

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following minimum insurance coverage, limits and endorsements. MaineHousing reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the contractor maintains broader coverage and/or higher limits than the minimums shown below, MaineHousing requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MaineHousing.

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<p style="text-align: center;">Commercial General Liability</p> <p>Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability</p>	<p>\$1,000,000 per occurrence (CSL)</p> <p>Bodily Injury and Property Damage</p>
<p style="text-align: center;">Commercial or Business Automobile Liability</p> <p>All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability when extended to cover your business is acceptable for individual contractors with no transportation or hauling related activities</p>	<p>\$1,000,000 per occurrence (CSL)</p> <p>Any Auto or Hired and Non-Owned Autos Bodily Injury and Property Damage</p>
<p style="text-align: center;">Workers' Compensation (WC) and Employers Liability (EL)</p> <p>As required by State of Maine</p>	<p>WC: Statutory Limits</p> <p>EL: No less than \$1,000,000 per accident for bodily injury or disease</p>

<p style="text-align: center;"><u>Endorsements and Conditions:</u></p> <p>1. ADDITIONAL INSURED: MaineHousing, its Commissioners, the individual members thereof, and all MaineHousing officers, agents, employees, volunteers, and representatives are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). Auto policy shall contain, or be endorsed to contain additional insured coverage for MaineHousing.</p> <p>2. DURATION OF COVERAGE: All required insurance shall be maintained during the entire term of the Agreement. In addition, Insurance policies and coverage(s) written on a claims-made basis shall be maintained and evidence of insurance must be provided during the entire term of the Agreement</p>

and for at least five (5) years following the later of termination of the Agreement and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

3. **REDUCTION OR LIMIT OF OBLIGATION:** All insurance policies, including excess and umbrella insurance policies, shall be primary and non-contributory coverage at least as broad as ISO CG 20 10 04 13 as respects MaineHousing, its officers, officials, employees, or volunteers. Any insurance or self-insurance maintained by MaineHousing, its officers, officials, employees, or volunteers shall be excess of the Contractor’ insurance and shall not contribute with it. Pursuant to the provisions of this Agreement insurance effected or procured by the Contractor shall not reduce or limit Contractor’s contractual obligation to indemnify and defend the Indemnified Parties.
4. **INSURER FINANCIAL RATING:** Insurance shall be maintained through an insurer with an A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of Maine unless otherwise acceptable by Risk Management, and with deductible amounts acceptable to MaineHousing. Acceptance of Contractor’s insurance by MaineHousing shall not relieve or decrease the liability of Contractor hereunder. Self-insured retentions must be declared and approved. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. The policy language shall provide or be endorsed to provide, that the self –insured retention may be satisfied by either the named insured or MaineHousing.
5. **SUBCONTRACTORS:** Contractor shall include all subcontractors as an insured (covered party) under its policies or shall verify that the subcontractor, under its own policies and endorsements, has complied with the insurance requirements in this Agreement, including this Exhibit.
6. **JOINT VENTURES:** If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by one of the following methods:
 - Separate insurance policies issued for each individual entity, with each entity included as a “Named Insured” (covered party), or at minimum named as an “Additional Insured” on the other’s policies. Coverage shall be at least as broad as in the ISO Forms named above.
 - Joint insurance program with the association, partnership or other joint business venture included as a “Named Insured”.
7. **CANCELLATION OF INSURANCE:** Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of cancellation provided to MaineHousing in accordance with policy terms and conditions.
8. **CERTIFICATE OF INSURANCE:** Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of insurance and applicable insurance endorsements as set forth in the Notices provisions, in form and satisfactory to MaineHousing, evidencing that all required insurance coverage is in effect. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. MaineHousing reserves the right to require the Contractor to provide complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time

APPENDIX E

**Certification Regarding Debarment & Suspension
and Other Responsibility Matters**

In accordance with the Executive Order 12549, the prospective primary participant certifies to the best of his/her knowledge and belief, that its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification.
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause of default.
- e. Acknowledge that all sub-contractors selected for this project must be in compliance with paragraphs (1) (a – d) of this certification.

Name and Title of Authorized Agent

Date

Signature of Authorized Agent

_____ I am unable to certify to the above statements. My explanation is attached.

Appendix F
Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreement

That undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or 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, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with this commitment providing for funding, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature and Title: _____

Typed Name and Address: _____

Date: _____