



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below by and between the Laramie County, Wyoming Government (County) and Berry, Dunn, McNeil & Parker, LLC, a Maine limited liability company (Professional or BerryDunn). This Agreement is being funded with Federal LATCF funds (ALN #21.032), subject to the terms and conditions attached hereto as Exhibit E, consisting of ten (10) pages and incorporated herein. This Agreement also requires the Professional to be registered with SAM.gov, see Professionals registration attached hereto as Exhibit F, consisting of two (2) pages and incorporated herein.

### WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Professional agrees to provide Services in accordance with the Scope of Services (Services) attached as Exhibit A, consisting of eight (8) pages and incorporated herein. Irrespective of references in to named third parties in this Agreement and its Exhibits, the Professional shall be solely responsible for performance of all duties hereunder.
2. Changes. The County may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
3. Agreement Period. Agreement shall commence upon the execution of this document, (the Effective Date) and shall continue in full force and effect for one (1) year, unless sooner terminated as herein provided.
4. Early Termination by County. Notwithstanding the time periods contained herein, the County may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Professional.

In the event of early termination by the County, the Professional shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Professional 's obligations under this Agreement. Professional shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Professional's sole right and remedy for termination.



5. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Professional:	County:	Copy to:
Berry, Dunn, McNeil & Parker, LLC.	Laramie County	Laramie County
Attn: Seth Hedstrom	Attn: Heather Rudy	Attn: Procurement Dept.
2211 Congress Street	310 W 19 <sup>th</sup> St Suite 410	310 W 19 <sup>th</sup> Ste Suite 410
Portland, Maine 04102	Cheyenne, WY 82001	Cheyenne, WY 82001
<a href="mailto:shedstrom@berrydunn.com">shedstrom@berrydunn.com</a>	<a href="mailto:Heather.rudy@laramiecounty.wy.gov">Heather.rudy@laramiecounty.wy.gov</a>	<a href="mailto:Jd.mccune@laramiecounty.wy.gov">Jd.mccune@laramiecounty.wy.gov</a>

All notices under this Agreement shall be written.

All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

6. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the County agrees to pay the Professional a fixed fee in the amount of One Hundred Twenty Two Thousand Two Hundred Dollars (\$122,200) with an allocation of Fifteen Thousand Dollars (\$15,000) for estimated travel expenses, totaling One Hundred Thirty Seven Thousand Two Hundred Dollars (\$137,200) in accordance with Exhibit B, consisting of one (1) page, attached and incorporated herein. Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's County-verified progress in completing the Services to be performed pursuant hereto and upon the County's approval of the Professional's actual reimbursable expenses. Final payment shall be made following acceptance of the Services by the County.

Invoices shall be emailed to the County Project Manager as defined in Section 12. The cost of the work completed shall be paid to the Professional following the submittal of a correct, itemized invoice by the Professional. Pursuant to W.S. § 39-15-101 *et seq*, as amended, the County is exempt from paying many taxes. The County reserves the right to object to any itemized taxes or tariffs to be split by the parties.

Payments shall be in accordance with W.S. § 16-6-602 (as amended), and the County shall pay all corrected and approved invoices within forty-five (45) days.

7. Design and Service Standards. The Professional warrants and shall be responsible for the professional quality, technical accuracy, accessibility requirements under ADA and Public



Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Professional, and the Project Instruments as defined in the Project Instruments and License section below. The Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.

8. Indemnification. The Professional shall indemnify, defend, and hold harmless the County and its officers and employees, to the maximum extent permitted under Wyoming law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Professional or third parties against the County arising out of or related to this Agreement (including but not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the County's defense costs and reasonable attorney fees.
9. Insurance. The Professional shall maintain insurance in accordance with Exhibit C, consisting of two (2) pages, attached and incorporated herein.
10. Appropriation. The County's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by Professional, the Agreement may be terminated by the County at the end of the period for which funds are available. The County shall notify Professional at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if the County knows of the shortage at least thirty (30) days in advance. No penalty shall be accrued to the County in the event this provision is carried out, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit County to terminate this Agreement in order to acquire similar services from another party.
11. Project Instruments and License.
  - a. Upon execution of this Agreement, the Professional grants to the County an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the County substantially performs its obligations under the Agreement. The license granted hereunder permits the County and third parties reasonably authorized by the County to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the County and third parties reasonably authorized by the County to reproduce and use the



Project Instruments for similar projects, provided however, in such event the Professional shall not be held responsible for the design to the extent the County deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.

- b. Upon payment of each invoice, associated Project Instruments rendered by the Professional shall become the County's property. The Professional shall provide the County with the Project Instruments in electronic format in a mutually agreed upon file type.
12. County Project Manager. The County will designate, before commencement of the Services, the County Project Manager who shall make, within the scope of their authority, all necessary and proper decisions with reference to the Services provided under this Agreement. All requests for contract interpretations, change order, and other clarification or instruction shall be directed to the County Project Manager.

The initial County Project Manager for this Agreement is Heather Rudy and can be reached at [heather.rudy@laramiecountywy.gov](mailto:heather.rudy@laramiecountywy.gov). The County Project Manager is subject to change by the County.

13. Project Status Report. Project status reports may be required by Exhibit A – Scope of Services and shall be submitted to the County Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.
14. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not as an employee of the County. The Professional is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. The Professional assumes responsibility for its personnel who provide services pursuant to this Contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. The Professional is free to perform the same or similar services for others.
15. Personal Services. It is understood that the County enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the County.
16. Subcontractors/Subconsultants. The Professional may not subcontract any of the Services without the prior written consent of the County, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the County, then the following provisions shall apply:
  - a. the subcontractor must be a reputable, qualified firm with an established record of



successful performance in its respective trade performing identical or substantially similar work;

- b. the subcontractor will be required to comply with all applicable terms of this Agreement;
- c. the subcontract will not create any contractual relationship between any such subcontractor and the County, nor will it obligate the County to pay or see to the payment of any subcontractor; and
- d. the work of the subcontractor will be subject to inspection by the County to the same extent as the work of the Professional.

The Professional shall require all subcontractor/subconsultants performing Services hereunder to maintain insurance coverage naming the County as an additional insured under this Agreement and Exhibit C, consisting of two (2) pages, attached and incorporated herein. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the County with a copy of the certificate(s).

The Professional shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

17. Acceptance Not Waiver. The County's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Services. The County's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the County under this Agreement.
18. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
19. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected at the sole discretion of the County, the party declaring default may elect to:
  - a. terminate the Agreement and seek damages;
  - b. treat the Agreement as continuing and require specific performance; or
  - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and



Technology Accessibility sections.

20. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement supersedes any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations regarding the matter recited herein, not contained in this Agreement shall not be binding on the parties. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind that party to the terms of this Agreement.
21. Assignment. Nothing within this agreement or any incorporated documents herein, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
22. Conflict of Interest. County and Professional affirm, to their knowledge, that no Professional employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of Professional, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.
23. Law/Severability. The parties mutually understand and agree this Agreement and shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive the County's governmental immunity as provided in this Agreement
24. Use by Other Agencies. The County reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts (collectively Agency) to use the County's award determination to the Professional. Use by any other Agency shall not have a negative impact on the County in the current term or in any future terms. Nothing herein shall be deemed to authorize or empower the Agency to act as an agent for the County in connection with the exercise of any rights hereunder, and neither party shall have any right or authority to assume or create any obligation or responsibility on behalf of the other. The other Agency shall be solely responsible for any debts, liabilities, damages, claims or expenses incurred in connection with any agreement established solely between the Agency and the Professional. The County's concurrence hereunder is subject to the



Professional's commitment that this authorization shall not have a negative impact on the Services to be completed for the County.

25. Prohibition Against Unlawful Discrimination. The Professional acknowledges that the County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to Federal Law sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The County also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the County strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The Professional shall comply with the County's policy for equal employment opportunity and prohibit unlawful discrimination, harassment and retaliation. This requirement also applies to all third-party subcontractors/subconsultants at every tier.

26. ADA and Public Accommodations. In performing the Services required hereunder, the Professional agrees to meet all requirements of the Americans with Disabilities Act of 1990 (ADA), P.L 101-336, 42 U.S.C. § 12101, *et seq.*, and all applicable rules and regulations and all applicable Wyoming public accommodation laws, which are imposed directly on the Professional or which would be imposed on the County as a public entity.

27. Technology Accessibility. The Professional represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of the Wyoming Technology Access Program (WYTAP), Web Content Accessibility Guidelines (WCAG). The Professional shall also comply with all State of Wyoming technology standards related to technology accessibility and with Level AA of the most current version of the WCAG, incorporated in the State of Wyoming technology standards.

To confirm that the Project Instruments meet these standards, the Professional may be required to demonstrate compliance. The Professional shall indemnify, save, and hold harmless the County against any and all costs, expenses, claims, damages, liability, court awards and other amounts (including attorneys' fees and related costs) incurred by the County in relation to the Professional's failure to comply with the technology access standards listed above.

The County may require the Professional's compliance to the State's Accessibility Standards to be determined by a third party selected by the County to attest to the Project



Instruments and software compliance with the Accessibility Standards for Individuals with Disability.

28. Governmental/Sovereign Immunity. The County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.
29. Wyoming Public Records Act. Professional acknowledges that the County is a governmental entity subject to the Wyoming Public Records Act, W.S. § 16-4-201 through 205, *et seq.* (WPRA), and documents in the County's possession may be considered public records subject to disclosure under the WPRA. The parties agree that this Agreement and all incorporated Exhibits, unless specifically marked as Confidential, are considered public records under the WPRA.
30. Delay. Time is of the essence. Subject to Force Majeure, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional shall provide written notice to the County within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the County under this Agreement.
31. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Professional must provide notice to the County of such condition within ten (10) calendar days from the onset of the condition.
32. Special Provisions. Special provisions or conditions relating to the Services to be performed pursuant to this Agreement are set forth in Exhibit D - Confidentiality, consisting of four (4) pages incorporated herein.



33. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
  - a. The body of this Agreement (and any written amendment),
  - b. Exhibits to this Agreement
34. Prohibited Terms. Nothing in any Exhibit or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit or other attachment that requires the County to indemnify or hold Professional harmless; requires the County to agree to binding arbitration; limits Professional's liability; or that conflicts with statute shall be void.
35. Assertion of Agency. By signing below, for Professional, the individual (hereinafter "signor") asserts they have authority to bind Professional to this Agreement and that the asserted entity is not defunct or dissolved.

[Signature Page Follows]



LARAMIE COUNTY, WYOMING GOVERNMENT

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

BERRY, DUNN, MCNEIL & PARKER, LLC

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A SCOPE OF SERVICES

Professional shall provide the following services to the County.

### Phase 1: Strategic Priority Development



#### Task 1: Project Initiation and Management

**1.1 Prepare for and conduct an initial virtual project planning meeting.** Effective strategic planning processes hinge on a clear understanding of the County. Upon conducting background research to gain more familiarity with the County, we will conduct initial project planning with the County government's project team to identify project milestones and expectations for stakeholder engagement in the strategic planning process. We will introduce key team members, clarify project goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the County, as well as our approach to scope, risk, and resource management. We will also review possible formats for the Final Laramie County Government Strategic Plan. These discussions will help us to refine our currently proposed Project Work Plan and Schedule.

**1.2 Request and compile documents and data.** We will request and compile documentation and data to help us better understand the current environment and inform engagement activities.

Examples include:

- » Key performance metric data
- » Program descriptions and data
- » Past internal and external assessments
- » Past planning efforts and associated material, including the 2016 Comprehensive Plan and other relevant information
- » Other existing planning and policy documents, organizational charts, staffing, and budgeting details
- » Data from previous community and stakeholder engagement efforts that are relevant to development of the Final Laramie County Government Strategic Plan
- » Previous surveys of County stakeholders and staff
- » Demographic, economic, and community data and forecasted trends from the U.S. Census Bureau, the U.S. Bureau of Labor Statistics, American Community Survey, U.S. Department of Education, Centers for Disease Control and Prevention, the Opportunity Index, and other state and local data sources

Once provided, we will review the documentation and data to help us produce an Environmental Scan that will inform engagement activities.



**1.3 Develop a Project Work Plan Schedule.** Based on the information gathered from our initial project planning meeting and document and data review activities, as well as from those details enclosed in this proposal, we will develop the Project Work Plan and Schedule, which will outline the tasks and timelines for the strategic planning process. The Project Work Plan and Schedule will also include agreed-upon procedures between BerryDunn and the County related to project control, including quality management and deliverable submission/acceptance management. After providing draft versions of these materials in advance, we will facilitate a videoconference with the County's project team to review the drafts and solicit feedback. This videoconference will introduce the County's project team to our document review process and provide an opportunity for the County to share input on a critical step in the process. We will incorporate the County's feedback and finalize the documentation before distributing it in final form.

➔ **Deliverable 1: Project Work Plan and Schedule**

**1.4 Conduct Biweekly Project Status Meetings.** Our project manager, Maddison Powers Spencer, will conduct Biweekly Project Status Meetings with the County's project manager on an ongoing basis throughout the strategic planning process. We will use these meetings to describe the activities and accomplishments for the reporting period; plans for the upcoming month; risks or issues encountered during the reporting period; and anticipated problems that might impact project deliverables. We will also use these meetings to highlight any work products and approaches that will contribute to deliverable development.

➔ **Deliverable 2: Biweekly Project Status Meetings**



## Task 2: Community Engagement and Strategic Analysis

**2.1 Coordinate stakeholder engagement logistics.** We will coordinate with the County to schedule and handle logistics for community engagement activities, including interviews, focus groups, and community meetings. All logistics will be managed to help ensure we create accessible involvement, promote participation, and build trust with participants in our activities.

**2.2 Identify key stakeholders and groups to include in the process and develop an associated communications strategy.** We will assist the County in developing a stakeholder engagement strategy, first compiling a list of stakeholders and groups we should engage in this process and the best methods to leverage to engage them. The strategy will also include developing communications and messaging to build awareness for the process, its intended outcomes, and opportunities for stakeholders to get involved, as well as to keep the County Commissioners, staff, and community stakeholders informed about the strategic planning process. We will review messaging and communications with the County's project team before finalizing and working with them to distribute materials. We will use information from the County, including what communication methods have worked well in the past, social media, written and published materials, along with target audiences and level of engagement desired with internal and external stakeholders. We will review the Communication Plan with the project management team and update to final with any suggested edits.



### ➔ Deliverable 3: Communication Plan

**2.3 Develop a project kickoff presentation and facilitate project orientation meetings.** We will develop a kickoff presentation to support project orientations held for County leadership and staff. The presentations will introduce participants to the BerryDunn team, our approach and methodologies, project goals and objectives, the anticipated timeline, and how we intend to involve them and others in the process and the development of the Final Laramie County Government Strategic Plan. We will review communications and the kickoff presentations with the County's project team in a Biweekly Project Status Meeting before finalizing and distributing the final versions.

**2.4 Develop the County's Social Point site.** We will use tools and technology that will help to encourage collaboration with the County and its stakeholders. One of these tools, a virtual engagement platform called Social Point, will be customized to encourage community engagement in the strategic planning process and to gain broad stakeholder input that will be used to inform development of the Final Laramie County Government Strategic Plan. We will work in collaboration with the County to help ensure its landing page is built thoughtfully and speaks to its culture. Additionally, within this landing page, the County's stakeholders will have access to an idea wall and other engagement tools that will help gather information related to the current environment and the community's desired vision for the future.

**2.5 Review and analyze County-provided documents and data.** We will review and analyze the documents and data requested in Task 1.2. This will be used to help us produce an Initial Environmental Scan and Strategic Analysis that will inform engagement activities.

**2.6 Conduct in-person or virtual interviews with County stakeholders.** We will conduct individual and group interviews and focus groups with the County's elected officials, senior leadership, key staff, and community stakeholders, as appropriate, to thoroughly review and assess services and the needs of the community. These interviews will be guided by previously developed questions and protocols. Working with these wide-ranging stakeholder groups, we will help ensure alignment and cohesion for the County's strategic direction, as well as generate excitement, promote consensus and buy-in, and encourage participation and involvement in the process.

**2.7 Synthesize information gathered and develop an Initial Environmental Scan.** We will synthesize information gathered through quantitative and qualitative research, document and data review, Social Point, and leadership and stakeholder interviews to develop an Initial Environmental Scan. The format will be a highly visual and compelling slide deck and will be used to inform the upcoming community forums and strategic planning sessions. The presentation will provide an overview of the County's current environment; a detailed strengths, weaknesses, opportunities, and challenges analysis (SWOC); and discovery outcomes. This will be presented to the County's project team to solicit input and gain consensus.

### ➔ Deliverable 4: Initial Environmental Scan

**2.8 Design, prepare for, and conduct community forums.** Using information gathered to date and the ICA ToP® facilitation methodology, we will design a community forum format that is structured to educate, inform, and engage all participants in developing a vision for the County. We will make creative use of



digital applications to help ensure forums are engaging and effective. Once prepared, we will facilitate a total of three in-person community forums to gather perspectives and ideas from the community. We will use the Initial Environmental Scan to educate the community about the current environment of the County.

**2.9 Update the Initial Environmental Scan.** We will incorporate community forum outcomes in our Initial Environmental Scan and Strategic Analysis, review it with the County's project team, and solicit feedback before updating it to final. The Final Environmental Scan and Strategic Analysis will guide and inform strategic planning sessions, as well as generate excitement for the process among stakeholders, encourage new ideas, and foster a sense of cohesion and optimism for the future. The Final Environmental Scan will also include a SWOC analysis that will assist in the development of the Final Laramie County Government Strategic Plan.

➔ **Deliverable 5: Final Environmental Scan**



### Task 3: Strategic Priority Development

**3.1 Develop the meeting design and agendas for strategic planning session 1.** We will design and develop agendas for strategic planning session 1. The session's design and agenda will guide strategic planning progress and will include a presentation of the Final Environmental Scan to provide participants with a shared understanding of the current environment, the trends that are affecting it, opportunities for the future, and key takeaways from engagement activities. Each in-person session will focus on building consensus and refining the strategic priorities identified, as well as the County's vision and key results. We will review the meeting designs and agendas for each session with the County's project team before updating them to final.

**3.2 Facilitate in-person strategic planning session 1.** Strategic planning session 1 will focus on developing and discussing the County's vision, which helps to determine the strategic priorities with County leadership. This session will be guided by the previously developed meeting design and agenda, as well as the Final Environmental Scan. We will use the ICA ToP® facilitation methodology designed to produce group consensus. We will document the outcomes of this session to review with the County's project team and plan for next steps.

➔ **Deliverable 6: Draft Strategic Priorities**

**3.3 Present Draft Strategic Priorities to County Commissioners.** We will develop an in-person presentation and review the Draft Strategic Priorities with the County Commission. Following this presentation, we will incorporate requested edits and present the final draft Strategic Priorities to the County Board for adoption.

➔ **Deliverable 7: Final Strategic Priorities**

**3.4 Conduct Phase I closeout and prepare for Phase II.** We will perform closeout activities for Phase I, including providing the County with documentation developed and collected during the process, sharing relevant meeting notes and associated materials, and conducting lessons learned and knowledge-sharing activities.



## Phase II: Strategic Plan Development



### Task 4: Strategic Plan Development

Once the County's elected officials have approved of the Final Strategic Priorities, we will move forward with Phase II: Strategic Plan Development.

#### 4.1 Develop a project kickoff presentation and facilitate project orientation

**meetings.** To review Phase I outcomes and to guide Phase II, we will develop a kickoff presentation to support project orientations held for County leadership, and staff. We will reinstate the biweekly meetings to show how the team will pause, regroup, and pivot after priority adoption rather than blending phases. We will design a meeting and agenda for Planning Session 2. Following this presentation, we will design a meeting and agenda for Planning Session 2.

#### ➔ Deliverable 8: Biweekly Project Status Meetings

**4.2 Facilitate Strategic Plan Development Workshop 1 and 2.** Our team will facilitate an in-person Strategic Plan development workshop in which we will review the Environmental Scan, develop mission, vision, values, and finalize objectives and performance measures from the Strategic Priorities and expected outcomes. We will provide an overview of performance management and develop preliminary performance measures for each expected outcome.

Strategic Plan Development Session 2 and 3 will be conducted with County Board or leadership and staff and will focus on developing strategic objectives and actions and performance measures. It will be guided by the previously developed meeting design and agenda, outcomes of strategic planning session 1, and the Final Environmental Scan. In this workshop, we will review the Environmental Scan, discuss the mission, vision, core values, goal statements, objectives, and performance measures. We will document outcomes of this session and review with the County's project team.

**4.3 Finalize objectives and performance measures.** With the workshops and outcomes of strategic planning sessions 1, 2, and 3, we will work review the draft priorities with the County Administrator and the project team to finalize objectives and performance measures. The measures will be quantifiable in terms of actual progress made toward meeting the objectives and appropriate as it relates to the County's size, operations, management, and systems. We will document outcomes, as well as a process and schedule for progress reporting and performance evaluation to help ensure effective tracking and monitoring.

**4.4 Develop and finalize the Implementation Plan template.** We will develop an Implementation Plan template that will identify resources, partners, department and division leads, anticipated timelines, interdependencies, actions, and other information to help enable the plan implementation and progress reporting process. This template will be customized to the County's needs and will serve as a tool to delegate responsibilities, track progress, and assist in the overall longevity and sustainability of the Final Laramie County Government Strategic Plan.



**4.5 Develop and present the Initial Laramie County Government Strategic Plan Draft.** We will develop the Initial Laramie County Government Strategic Plan Draft in an agreed-upon format for the final document. This plan document will include an executive summary, as well as a detailed plan that identifies the County's shared vision, mission, guiding principles, strategic priorities, goals, objectives, and performance measures. We will review this draft with the County Administrator and project team and prepare a presentation to present the Initial Laramie County Government Strategic Plan Draft to County leadership in a work session. This will serve as an opportunity for County leadership to provide feedback and make any final changes. We will apply the Government Finance Officers Association (GFOA) Strategic Planning Best Practices checklist to develop a plan that meets GFOA requirements.

➔ **Deliverable 9: Initial Laramie County Government Strategic Plan Draft**

**4.6 Develop the Final Laramie County Government Strategic Plan.** After an in-person review of the Initial Laramie County Government Strategic Plan Draft with County leadership, we will incorporate requested edits and develop a graphically designed, Final Laramie County Government Strategic Plan for final approval and adoption. The final plan will be graphically designed for Board adoption and posting on the County's website. This plan will adhere to Web Content Accessibility Guidelines (WGAG) set forth in the Americans with Disabilities Act. This includes helping ensure the plan is easily interpreted by website readers and other assistance documents. We will also provide an editable version for internal use by the County.

In addition to the content described in Task 4.4, the final document will include a description of the strategic plan development process, the plan for progress monitoring and reporting, as well as the development of a one-page "Plan at a Glance" document that can serve as a stand-alone, high-level summary of the Strategic Plan. The "Plan at a Glance" will follow the design and branding of the full Strategic Plan and include mission and vision statements, guiding principles/values, strategic priorities, strategic goals, and a link to the website where the full Final Laramie County Government Strategic Plan can be reviewed or downloaded. We will present the final Strategic Plan to the County Board for adoption.



## ➔ Deliverable 10: Final Laramie County Government Strategic Plan



### Task 5: Action Plans, Implementation, and Planning

**5.1 Refine the Implementation and Action Plan templates and develop an annual reporting calendar and quarterly progress reporting templates.** We will review and update the Implementation and Action Plan template and provide guidance to department staff key team members in developing individual work plans for each county department or division to implement the strategic plan and report progress. We will discuss with staff and the executive leadership team, organizational capacity building for capital, facility, and staffing needs. This will include follow-up sessions on strategic priorities as well as discussions with each department.

We will develop an annual reporting calendar and quarterly progress reporting templates the County can use to report its progress toward the priorities, goals, and objectives in the plan. These templates can also be developed to document relevant data and prepare for budget planning and align the Final Laramie County Government Strategic Plan with the County's budget. We will review the templates with the County's project team and incorporate feedback before updating to final.

**5.2 Support the County with Implementation Plan template completion and rollout.** We will work with the County to complete the Implementation Plan template and support the rollout by facilitating implementation planning meetings with County staff. Staff will be guided in linking their departmental activities to the greater achievement of the organization's strategic plan objectives and actions. Once complete, the Implementation Plan will provide County staff with the tools necessary to sustainably implement the Final Laramie County Government Strategic Plan and make any necessary adjustments. The final Implementation Plan will be reviewed and finalized with County leadership and staff prior to operationalizing the Final Laramie County Government Strategic Plan.

## ➔ Deliverable 11: Implementation Plan

**5.3 Conduct project closeout activities.** Once the strategic planning effort is complete, we will perform closeout activities, including providing the County with documentation developed and collected during the process, and conducting lessons learned and knowledge-sharing activities. Conducting this task will equip the County with the tools needed to continue to progress toward its vision and to successfully implement its plan, even after the project is complete.



## Anticipated Schedule

Below, we highlight our proposed project schedule for the County’s requested work effort. We are happy to adjust this schedule to best accommodate the County’s needs, as appropriate. We can meet the County’s requested time frame, as illustrated below. Our project team is available to attend meetings as outlined in the Scope of Work. Table 1 below includes our anticipated schedule.

Table 1: Proposed Project Schedule

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
<b>Phase I: Strategic Priority Development (6 Months)</b>									
1									
2									
3									
<b>Phase II: Strategic Plan Development (3 Months)</b>									
4									
5									

## Project Management Methodology

To help ensure that project objectives are met, and initiation and completion of project work are conducted in a timely manner, each BerryDunn project is led by an experienced project manager who understands and utilizes project management best practices. We employ project management best practices from the Project Management Institute’s (PMI’s) A Guide to the Project Management Body of Knowledge (PMBOK® Guide), Version 7. Our approach includes applying standard processes across the project management life cycle, as shown in Figure 5 on the following page.



## EXHIBIT B COMPENSATION

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing.

Our proposed fixed-fee services cost to complete the County's desired project is broken down by phase in Table 3. Our costs are based on our experience conducting projects of similar size and scope, and the assumption that satisfying a deliverable is based on the County's signed acceptance. That said, the County will not incur any additional costs associated with the process of reaching deliverable acceptance.

We will utilize our hybrid methodologies through collaborative planning with the County to limit travel expense to the County as appropriate.

*Table 3: Cost by Project Phase*

Phase	Fixed-Fee Services Cost	Total Hours by Task
Phase I: Strategic Priority Development		
<b>Task 1: Project Initiation and Management</b>	\$15,900	60
<b>Task 2: Community Engagement and Strategic Analysis</b>	\$39,300	160
<b>Task 3: Strategic Priority Development</b>	\$19,700	70
<b>Phase I Total:</b>	<b>\$74,900</b>	<b>290</b>
Phase II: Strategic Plan Development		
<b>Task 4: Strategic Plan Development</b>	\$38,500	150
<b>Task 5: Action Plans, Implementation, and Planning</b>	\$8,800	40
<b>Phase II Total</b>	<b>\$47,300</b>	<b>190</b>
<b>Total Fixed-Fee Services Cost for Both Phases</b>	<b>\$122,200</b>	<b>480</b>
<i>Travel expense estimated allocation*</i>	\$15,000	

*\*This travel expense allocation represents our best estimate to provide a hybrid approach to service delivery. We would be happy to further discuss and refine this estimate with the County. While our services are proposed as a fixed fee, we propose to only invoice the County for actual travel expenses incurred.*



## EXHIBIT C INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the County, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the County with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, project and/or Agreement number.

In case of the breach of any provision of the Insurance Requirements, the County, at its option, may take out and maintain, at the expense of the Professional, insurance as the County may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Professional under this Agreement.

Insurance certificates should show the certificate holder as follows:

Laramie County, Wyoming Government  
310 W. 19<sup>th</sup> St Suite 410  
Cheyenne, Wy 82001

**The County, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.**

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Professional shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Professional 's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Wyoming law.
- B. General Liability. The Professional shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Professional shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.



- D. Errors and Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.
- E. Cybersecurity. The Professional shall maintain cybersecurity insurance in the amount of \$5,000,000.



## EXHIBIT D CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

### 1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

### 2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, County customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Professional shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the County, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Professional has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

### 3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The County and Professional shall cause each of their directors, officers, employees, agents, representatives, and



subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the WPRA to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 6 CFR Ch. 1, Subch.F, Pt. 681 *et seq.* Further, Professional must take appropriate steps to mitigate identity theft if it occurs with any of the County's covered information and must notify the County in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the County.

7. Data Protection and Data Security.

Professional shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Professional's information security safeguards shall address the following elements:



- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications
- Network and Security Monitoring
- Application Development Security
- Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
- Incident Response
- Vulnerability Assessments
- Hosted Services
- Personnel Security

(b) Subcontractors. Professional may use subcontractors, though such activity shall not release or absolve Professional from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Professional may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Professional and may be considered to be a material breach of this Agreement.

8. Professional's Duty for Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Professional can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the County in writing.
10. Termination Remedy. If Professional breaches any of the terms of this Exhibit, in the County's sole discretion, the County may immediately terminate this Agreement and withdraw Professional's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned at the request of the Receiving Party to the



Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party, except as may be required by law and or court order. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within thirty (30) days after completion of engagement, whether it be via termination, completion or otherwise.

## FEDERAL PROVISIONS

### LARAMIE COUNTY, WYOMING GOVERNMENT SUPPLEMENTAL FEDERAL PROVISIONS & CLAUSES

**Administration of Federal Funds.** Contractor agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Laramie County, Wyoming Government.

**This Agreement has been prepared in accordance with 2 CFR 200.317-2 CFR 200.327 incorporated herein by reference.**

§ 200.317 Procurements by states.

§ 200.318 General procurement standards.

§ 200.319 Competition.

§ 200.320 Methods of procurement to be followed.

§ 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

§ 200.322 Domestic preferences for procurements.

§ 200.323 Procurement of recovered materials.

§ 200.324 Contract cost and price.

§ 200.325 Federal awarding agency or pass-through entity review.

§ 200.326 Bonding requirements.

§ 200.327 Contract provisions.

## **APPENDIX II TO PART 200 - CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

### **41 CFR 60 1.4(b)**

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

(2) [Reserved]

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(G) Clean Air Act ([42 U.S.C. 7401-7671q.](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Environmental Policy Acts.** Contractor agrees all activities under this Contract will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**Suspension and Debarment.** By signing this Contract, Contractor certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Contractor agrees to notify Agency by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

§ 200.322 Domestic preferences for procurements.

Coronavirus State and Local Fiscal Recovery Funds Final

Rule: Frequently Asked Questions, “6.18. Do the Buy America Preference requirements for infrastructure projects apply to awards made under the SLFRF program?”

Awards made under the SLFRF program are not subject to the Buy America Preference requirements set forth in section 70914 of the Build America, Buy America Act included in the Infrastructure Investment and Jobs Act, Pub. L. 117-58.”

**Buy America provisions ARE NOT required under this Bid.**

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all 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 Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION OF SUSPENSION OR DEBARMENT**

Any person or persons associated therewith in the capacity of owner, partner, director, or officer authorized to sign contracts certifies by signing this document that the responses to the following questions are true.

I. Is any interested party currently under suspension, disqualifications, debarment, voluntary exclusion, or determination of ineligibility by any state or federal agency?

**YES ( ) NO ( )**

II. Has any interested party been suspended, debarred, disqualified, voluntarily excluded, or determined ineligible by any state or federal agency within the past three years?

**YES ( ) NO ( )**

III. Has any interested party have a debarment pending?

**YES ( ) NO ( )**

IV. Has any interested party been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years?

**YES ( ) NO ( )**

If the answer is YES to any of the four items above, insert Suspension or Debarment actions below:

APPLICABLE: **YES ( ) NO ( )**

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**SUSPENSION OR DEBARMENT LISTING**

Suspension or Debarment actions will not necessarily result in denial of award but will be considered in determining Contractor responsibility. For any Suspension or Debarment noted, indicate below to whom it applies, initiating agency and dates of action.

APPLIES TO WHOM	INITIATING AGENCY	DATES OF ACTION

The person or persons signing this document do hereby certify, under penalty of perjury, that the CERTIFICATION OF SUSPENSION OR DEBARMENT is a true and accurate statement.

**CERTIFICATION – FEDERAL PROVISIONS AND SUSPENSION OR DEPARTMENT  
CERTIFICATION**

Contractor, either personally or through its duly authorized representatives, certifies that it has read, understood, and agreed to all terms and conditions of these certifications and clauses.

Contractor Name: \_\_\_\_\_

Contractor Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Printed Name of Contractor's Authorized Signatory: \_\_\_\_\_

Signature of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_



# BERRY DUNN MCNEIL & PARKER LLC

Unique Entity ID <b>MDCAWE9GZKP4</b>	CAGE / NCAGE <b>1YYU8</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Mar 3, 2027</b>	
Physical Address <b>2211 Congress ST Portland, Maine 04102-1955 United States</b>	Mailing Address <b>2211 Congress ST Portland, Maine 04102-1955 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Maine 01</b>	State / Country of Incorporation <b>Maine / United States</b>	URL <b>http://www.berrydunn.com</b>

## Registration Dates

Activation Date <b>Mar 5, 2026</b>	Submission Date <b>Mar 3, 2026</b>	Initial Registration Date <b>Jun 18, 2002</b>
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## Entity Dates

Entity Start Date <b>Jan 1, 1974</b>	Fiscal Year End Close Date <b>Jun 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

## Exclusion Summary

Active Exclusions Records?

**N**

## SAM Search Authorization

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

**Yes**

## Entity Types

### Business Types

Entity Structure <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Limited Liability Company</b>
Profit Structure <b>For Profit Organization</b>		

**Socio-Economic Types**

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

**Financial Information**

Accepts Credit Card Payments <b>Yes</b>	Debt Subject To Offset <b>No</b>
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EFT Indicator <b>0000</b>	CAGE Code <b>1YYU8</b>
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**Points of Contact**

**Electronic Business**

♀ Ann Marie Lynch, Director of Business Development	2211 Congress Street Portland, Maine 04102 United States
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**Government Business**

♀ Colleen Oakley, Chief Sales and Marketing Officer	2211 Congress Street Portland, Maine 04102 United States
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**Service Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
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**Disaster Response**

This entity does not appear in the disaster response registry.