

**FORM ADMIN-A  
INFORMATION ABOUT PROPOSER**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-A for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) Complete Form ADMIN-A in accordance with the instructions listed.

**Vendor Information**

1. Company Name:	
2. Legal Entity Type:	
3. Business Address (Street, City, State, Zip)	
4. Year Established:	
5. Country / State / Province of Organization	
6. Mission Statement	
7. Authorized Single Point of Contact Name	
8. Title	
9. Telephone Number (Mobile)	
10. Telephone Number (Work)	
11. email	
12. Business Diversity Status (if any)	
13. Company's Legal Representative	
14. Financial Stability	Provide separately

**FORM ADMIN-B**  
**INFORMATION ABOUT PROPOSER TEAM MEMBERS AND NON-EXCLUSIVE ENTITIES**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-B for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) Complete Form ADMIN-B in accordance with the instructions listed.

**Vendor Information**

1. Company Name:	
2. Legal Entity Type:	
3. Business Address (Street, City, State, Zip)	
4. Year Established:	
5. Country / State / Province of Organization	
6. Mission Statement	
7. Authorized Single Point of Contact Name	
8. Title	
9. Telephone Number (Mobile)	
10. Telephone Number (Work)	
11. email	
12. Business Diversity Status (if any)	
13. Company's Legal Representative	
14. Financial Stability	Provide separately

**FORM ADMIN-C  
CORPORATE SOCIAL RESPONSIBILITY**

**INSTRUCTIONS: LIMIT 3 PAGES**

- (a) Submit one copy of Form ADMIN-C for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) Complete Form ADMIN-C in accordance with the instructions listed.
- (c) Respond to Exhibit D-RFP Questions: Section D: **CORPORATE SOCIAL RESPONSIBILITY / GREEN PROGRAMS**: Questions 16 through 20

**FORM ADMIN-D  
COLLABORATION AND ENGAGEMENT**

**INSTRUCTIONS: LIMIT 2 PAGES**

- (a) Submit one copy of Form ADMIN-D for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) Complete Form ADMIN-D in accordance with the instructions listed.
- (c) Respond to Exhibit D-RFP Questions: Section D: **COLLABORATION AND ENGAGEMENT:**  
Questions 26

**FORM ADMIN-E**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-E completed by the Proposer.
- (b) The Proposer's Authorized Proposer Representative must sign this Form ADMIN-E on behalf of the Proposer where indicated.
- (c) If the Proposer has no conflicts to disclose, the Authorized Proposer Representative may sign a single copy of this form on behalf of the Proposer. If the Proposer has one or more conflicts to disclose, each entity with a conflict must prepare and sign a duplicated Form ADMIN-E, which must also be signed by the Authorized Proposer Representative.

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**NAME OF  
 PROPOSER:**

The Proposer's attention is directed to organizational conflicts of interest and the restrictions applicable to such conflicts. Proposers are advised that certain firms will not be allowed to participate as a Proposer Team Member for the Project because of their work with the Town of Occoquan in connection with the Project procurement.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the RFP.

**1. REQUIRED DISCLOSURE OF CONFLICTS**

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer Team Members (including their respective chief executives, directors, and other key personnel for the project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

For any facts relating to past, present, or planned interest(s) of the Proposer Team Members (including their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP, the Proposer shall disclose (a) any current contractual relationships with Town of Occoquan, (b) any past, present, or planned contractual or employment relationships with any officer or employee of Town of Occoquan, and (c) any other circumstances that might be considered to create a financial interest in the contract by any Town of Occoquan member, officer, or employee if the Proposer is awarded the Project Agreement. The Proposer shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. The Proposer shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to the Proposer Team

Members. The foregoing is provided by way of example and shall not constitute a limitation on the disclosure obligations.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**2. EXPLANATION**

In the space provided below, and on supplemental sheets as necessary, identify steps the Proposer or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**3. CERTIFICATION**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

**4. AUTHORIZED PROPOSER REPRESENTATIVE**

Authorized Proposer Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

By executing this form the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

**FORM ADMIN-F  
EQUAL EMPLOYMENT AND OPPORTUNITY CERTIFICATION**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-F for the Proposer.
- (b) Proposers are advised that they must not, in connection with the RFP Documents, discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability. Proposers must take affirmative action to ensure that applicants for employment and employees are not discriminated against because of their race, color, religion, sex, national origin, age, marital status, or disability. The areas requiring such affirmative action include, but are not limited to, the following: (i) layoff or termination; (ii) rates of pay or other forms of compensation; (iii) employment; (iv) job assignment; (v) promotion; (vi) demotion; (vii) transfer; (viii) recruitment and recruitment advertising; and (ix) selection for training, including apprenticeship, pre-apprenticeship, and on-the-job training.

The undersigned certifies on behalf of \_\_\_\_\_ that:

*(Name of entity making certification)*

*[check one of the following boxes]*

- It has developed and has on file at each establishment affirmative action programs pursuant to 41 C.F.R. Part 60-2 (Affirmative Action Programs).
- It is not subject to the requirements to develop an affirmative action program under 41 C.F.R. Part 60-2 (Affirmative Action Programs).

*[check one of the following boxes]*

- It has not participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246.
- It has participated in a previous contract or subcontract subject to the equal opportunity clause described in Executive Orders 10925, 11114 or 11246 and, where required, it has filed with the Joint Reporting Committee, the Deputy Assistant Secretary, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Signature: \_\_\_\_\_

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

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

If not Proposer, relationship to Proposer: \_\_\_\_\_

*Note:* The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 C.F.R. 60-1.7(b)(1)), and must be submitted by Proposers only in connection with contracts which are subject to the equal opportunity clause.

Contracts that are exempt from the equal opportunity clause are set forth in 41 C.F.R. 60-1.5. (Generally, only contracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposers who have participated in a previous contract subject to the Executive Orders and have not filed the required reports shall note that 41 C.F.R. 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**FORM ADMIN-G  
NON-COLLUSION AFFIDAVIT**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-G for each Proposer Team Member (as applicable).
- (b) Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of each Proposer Team Member (including the Proposer).
- (c) Each Proposer Team Member shall ensure that an authorized representative signs this Form ADMIN-G. For the Proposer, this shall be the Authorized Proposer Representative.
- (d) Initially capitalized terms not otherwise defined herein shall have the meanings ascribed thereto pursuant to the Instructions to Proposers within the Request for Proposals for the Project.

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

Each of the undersigned,<sup>1</sup> being first duly sworn, deposes and says that:

- A. [name] is the [title] of [firm] and [name] is the [title] of [firm], which entity(ies) are the [relationship to Proposer] of, the entity making the foregoing Proposal.
- B. The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, joint venture, limited liability company or corporation; the Proposal is genuine and not collusive or a sham; the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; the Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone or participated in any collusion or otherwise taken any action to fix the prices of the Proposer or any other Proposer, or to fix any overhead, profit or cost element included in the Proposal, or of that of any other Proposer, or to restrain free competitive bidding in connection with its Proposal or to secure any advantage against Township of Occoquan, or anyone interested in the proposed Project Agreement; all statements contained in the Proposal are true; and, further, the Proposer has not, directly or indirectly, submitted its prices or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, joint venture, limited liability company, organization, Proposal depository or any member, partner, joint venture member or agent thereof to effectuate a collusive or sham Proposal.
- C. The Proposer will not, directly or indirectly, divulge information or data regarding the price or other terms of its Proposal to any other Proposer, or seek to obtain information or data

<sup>1</sup> See Instruction (b).

regarding the price or other terms of any other Proposal, until after award of the Project Agreement or rejection of all Proposals and cancellation of the Request for Proposals.

_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)
_____	_____
(Signature)	(Signature)
_____	_____
(Name Printed)	(Name Printed)
_____	_____
(Title)	(Title)

Subscribed and sworn to before me this \_ day of \_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]

My commission expires: \_\_\_\_\_

**FORM ADMIN-E  
SUSPENSION AND DEBARMENT CERTIFICATION**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-E completed by the Proposer.
- (b) The Proposer's Authorized Proposer Representative must sign this Form ADMIN-E on behalf of the Proposer where indicated.
- (c) If the Proposer is unable to certify to any of the statements, attach to this Form ADMIN-E a statement setting out which certification it is unable to provide, and giving details of the reasons for such inability.

**SUSPENSION AND DEBARMENT CERTIFICATION**

The undersigned Proposer certifies to the best of its knowledge and belief, that the Proposer Team Members and their respective 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 3-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense 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 b of this certification;
- (d) have not within a 3-year period preceding this application/ proposal had one or more public transactions (federal, state or local) terminated for cause or default;
- (e) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

**AUTHORIZED PROPOSER REPRESENTATIVE**

Authorized Proposer Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

By executing this form the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

**FORM ADMIN-I  
DRUG-FREE WORKPLACE**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-I for the Proposer.
- (b) Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of each Proposer Team Member.

STATE OF \_\_\_\_\_ )  
 ) SS:  
 COUNTY OF \_\_\_\_\_ )

Each of the undersigned,<sup>1</sup> being first duly sworn, deposes and says that:

\_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_ and \_\_\_\_\_ is the \_\_\_\_\_ of \_\_\_\_\_, which entity(ies) are the \_\_\_\_\_ of \_\_\_\_\_, the entity making the foregoing Proposal.

The undersigned certifies that the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6, relating to the "Drug-free Workplace Act", have been complied with in full.

The undersigned further certifies that:

- (1) A drug-free workplace will be provided for the contractor's employees during the performance of the contract; and
- (2) Each contractor who hires a subcontractor to work in a drug-free workplace shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with (contractor's name)\_\_\_\_\_, \_\_\_\_\_ (subcontractor's name)\_\_\_\_\_ certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of Code Section § 50-24-3."

The undersigned further certifies that he/she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Work.

<sup>1</sup> See Instruction (b).

_____ (Signature)	_____ (Signature)
_____ (Name Printed)	_____ (Name Printed)
_____ (Title)	_____ (Title)

Subscribed and sworn to before me this \_ day of \_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for  
said County and State

[Seal]  
My commission expires: \_\_\_\_\_

**FORM ADMIN-J**  
**BUY AMERICA CERTIFICATION AND BUILD AMERICA, BUY AMERICA CERTIFICATION**

The Project is subject to the requirements of 23 U.S.C. § 313, as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c) and 2 C.F.R. § 184, which permits federal financial assistance in the Project Agreement only if (a) all iron and steel used in the Project be produced in the United States (i.e., all manufacturing processes, from the initial melting stage through the application of coatings, to occur in the United States); (b) all manufactured products<sup>1</sup> used in the Project are produced in the United States (i.e., the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product<sup>2</sup>, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation); and (c) all construction materials<sup>3</sup> are manufactured in the United States (i.e., all manufacturing processes for the construction material occurred in the United States and satisfy the material-specific requirements set forth in 2 C.F.R. § 184.6); provided, however, that the following exceptions shall apply:<sup>4</sup>

- (i) iron and steel where all manufacturing processes did not occur in the United States may be used so long as the cumulative cost of such steel and iron materials as they are delivered to the Project does not exceed 0.1% of the total contract amount, or \$2,500, whichever is greater;
- (ii) construction materials and manufactured products<sup>5</sup> not meeting the requirements set forth in subsections (b) and (c) above may be used so long as no more than the lesser of (A) \$1,000,000, or (B) 5% of total applicable costs for the Project (defined as the total cost of iron and steel, manufactured products, and construction materials used in the Project, whether or not within the scope of an existing waiver); and
- (iii) no domestic preference requirements under the statutes and regulations covered by this certification shall be applicable where the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure Project. Nor does a Buy America preference apply to equipment and

<sup>1</sup> "Manufactured products" is as defined in 2 C.F.R. § 184.3.

<sup>2</sup> To be calculated in accordance with 2 C.F.R. § 184.5.

<sup>3</sup> "Construction materials" is defined in 2 C.F.R. § 184.3 (as affected by section 70917(c)(1) of the Infrastructure Investment and Jobs Act).

<sup>4</sup> A waiver is currently in place for steel, iron, manufactured products, and construction materials in electric vehicle chargers manufactured prior to July 1, 2024 (see: FHWA "Waiver of Buy America Requirements for Electric Vehicle Chargers": <https://www.federalregister.gov/documents/2023/02/21/2023-03498/waiver-of-buy-america-requirements-for-electric-vehicle-chargers>).

<sup>5</sup> A nationwide Buy America waiver that supersedes Build America, Buy America requirements is currently in effect for manufactured products. Manufactured products that are not predominantly steel or iron fall under this waiver and are allowable for use without regard to country of origin. "Predominantly steel or iron" is defined as greater than or equal to 50 percent of the total cost of the manufactured product.

furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure Project, but are not an integral part of the structure or permanently affixed to the infrastructure Project.

Proposers shall complete and submit to Town of Occoquan a Buy America Certificate (Form ADMIN-J-1) and a Build America, Buy America Certificate of Compliance for Construction Materials (Form ADMIN-J-2), each in the format below.

A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Project Agreement be investigated, the certifying Proposer bears the burden of proof to establish that it is in compliance.

Capitalized terms used, but not otherwise defined in this certificate have the meanings ascribed in Exhibit 1 to the Project Agreement.

#### **INSTRUCTIONS:**

- (a) Proposers shall complete and submit, to Town of Occoquan a Buy America Certificate (**Form ADMIN-J-1**) and a Build America, Buy America Certificate (**Form ADMIN-J-2**), each in the format below.
- (b) For the avoidance of doubt, only one copy of each form is required.

**FORM ADMIN-J-1  
BUY AMERICA CERTIFICATE**

The undersigned Proposer hereby certifies on behalf of itself and all contractors at all tiers (collectively herein, "Proposer") the following:

- (a) The Proposer shall comply with the requirements of 23 U.S.C. § 313 as amended by the Build America, Buy America Act (under the Infrastructure Investment and Jobs Act/Bipartisan Infrastructure Law, Pub. L. 117-58, Nov. 15, 2021), and the Federal regulations under 23 C.F.R. § 635.410, 2 C.F.R. § 200.322(c), and 2 C.F.R. § 184 for this Project.
- (b) Proposer further certifies that if awarded the Project Agreement, it will maintain all records and documents pertinent to the Buy America requirement, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by the Township of Occoquan and/or FHWA.

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

Signature: \_\_\_\_\_

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

Proposer's Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public/Justice of the Peace

**FORM ADMIN-J-2  
BUILD AMERICA, BUY AMERICA CERTIFICATE**

The Undersigned hereby certifies, on behalf of itself and all contractors at all tiers (collectively herein, "Proposer"), that Proposer will comply with the "BUILD AMERICA, BUY AMERICA" ("BABA") requirements of the Infrastructure Investment and Jobs Act ("IIJA"), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the Project will have been produced in the United States of America.

The Undersigned further certifies, on behalf of Proposer, that as required, if awarded the Project Agreement, it will maintain all records and documents pertinent to the BABA requirement, for not less than 3 years from the date of Final Acceptance. These files will be available for inspection and verification by Township of Occoquan and/or FHWA.

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

Signature: \_\_\_\_\_

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

Proposer's Name: \_\_\_\_\_

Subscribed and sworn to before me this    day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public/Justice of the Peace

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**FORM ADMIN-K  
USE OF FUNDS FOR LOBBYING CERTIFICATION**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-K for the Proposer.
- (b) The Proposer's Authorized Proposer Representative must sign this Form ADMIN-K on behalf of the Proposer where indicated.

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**NAME OF PROPOSER:** \_\_\_\_\_

The undersigned Proposer certifies on behalf of itself and all contractors (at all tiers) the following:

1. The Proposer certifies, to the best of its knowledge and belief, that:
  - (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - (b) If any funds (other than federal appropriated funds) received by the Proposer under the RFP or Project Agreement have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any 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, and shall include a copy of said form in its proposal or bid, or submit it with the executed Project Agreement or any subcontract.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.
3. The Proposer shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

4. The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 U.S.C. §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

**AUTHORIZED PROPOSER REPRESENTATIVE**

Authorized Proposer Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

By executing this form the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

**FORM ADMIN-L  
CERTIFICATION OF PASS/FAIL REQUIREMENTS**

**INSTRUCTIONS:**

- (a) Submit one copy of Form ADMIN-L for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) The Proposer's Authorized Proposer Representative must sign this Form ADMIN-L on behalf of the Proposer where indicated.

The undersigned certifies on behalf of \_\_\_\_\_ (Name of entity making certification), that:

[check each of the following boxes that applies]

<input type="checkbox"/>	The Proposal contains each of the items required by <u>Exhibit A</u> ( <i>Charging &amp; Fuelling Infrastructure Project Info</i> ), <u>Exhibit B</u> ( <i>Introductions / Specifications / Objectives</i> ), and <u>Exhibit D</u> ( <i>RFP Questions</i> ), including all completed Forms.
<input type="checkbox"/>	The content in <u>Form FIN-B</u> ( <i>Financial Officer's Certificate</i> ) demonstrates that the sum of the Proposer's cash, cash equivalents and undrawn lines of credit exceed the Proposer's project pipeline capital requirements by at least US Dollars \$1 million.
<input type="checkbox"/>	The Performance Security Letter demonstrating that the Proposer can provide a standby letter of credit or performance and payment surety bond in the amount of US Dollars \$1 million.
<input type="checkbox"/>	The Proposal Schedule of Values in <u>Form FINANCIAL-A</u> ( <i>20% Match</i> ) demonstrates the Proposer's commitment to ensure that the GC/EC will fund or finance a minimum of 20% of the Eligible Costs for the Project.
<input type="checkbox"/>	The content in <u>Form TECH-A</u> ( <i>Organizational Experience Form</i> ) demonstrates a Proposer Team Member's or a Non-Exclusive Entity's experience in the installation of at least three (3) DCFCs with a power level of at least 50 kW.
<input type="checkbox"/>	The content in <u>Form TECH-B</u> ( <i>Key Personnel Resume Form</i> ) identifies a Project Manager, a Construction Manager, an Electrician with EVITP certification, and an Operations and Maintenance Manager, in each case, with demonstrated experience in a similar role for projects of similar size and complexity as the Project(s).
<input type="checkbox"/>	The content in <u>Form TECH-D</u> ( <i>Project Site Information Form</i> ) for the Project Site included in its Proposal meets the minimum requirements specified in such form by answering "yes" to all the questions outlined under Part A: Project Site Minimum Requirements.
<input type="checkbox"/>	The content in <u>Form TECH-F, Part A, Section 1</u> ( <i>Project Site Utility Review Form</i> ) for each applicable Project Site included in its Proposal: <ul style="list-style-type: none"> <li>• documents electrical distribution service needs for the Project Site; and</li> </ul>

	<ul style="list-style-type: none"><li>• provides an aerial view of the proposed Project Site with transformer location and termination point.</li></ul>

**AUTHORIZED PROPOSER REPRESENTATIVE**

Authorized Proposer Representative \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

By executing this form the Proposer confirms that the representative named above is authorized to act as agent on behalf of the Proposer.

## FORM ADMIN-M SUPPLIER CODE OF CONDUCT

### INSTRUCTIONS:

- (a) Submit one copy of Form ADMIN-M for the Proposer. For the avoidance of doubt, only one copy is required.
- (b) The Proposer's Authorized Proposer Representative must sign this Form ADMIN-M on behalf of the Proposer where indicated.

## SUPPLIER CODE OF CONDUCT

Town of Occoquan is committed to operating with the highest standards for business ethics, human rights, environmental protection and workers' rights and expects our business partners to share this commitment. Town of Occoquan policy is that all third-party vendors that provide products or services to the Company ("Supplier" or "Suppliers"), act in compliance with this Code of Conduct (the "Code") and adopt practices that are consistent with it.

### Scope

Customer follows the principles in this Code and requires that its Suppliers do the same. Furthermore, Town of Occoquan encourages its Suppliers to require their suppliers and subcontractors to follow the principles of this Code in their operations.

### Our Standards

Town of Occoquan strongly believes in socially responsible business practices wherever we operate, particularly in the areas of human rights and labor standards, business ethics, the environment, and sustainability in our supply chain. We recognize that the relationship we have with our Suppliers is critical to our success and expect very high standards from them in each of these important areas as well.

### Human Rights and Labor Standards

1. Human rights will be respected at all times. Harassment or discrimination against employees in any form is not acceptable. This includes, but is not limited to, discrimination or harassment based on gender, ethnic origin, religion, sexual orientation, skin color, disability, marital status, pregnancy, political affiliation, union membership, veteran status or age.
2. Child labor will not be used. Town of Occoquan does not tolerate any form of exploitative child labor as defined in the International Labor Organization Convention 182, Article 3 (Worst Forms of Child Labor). Accordingly, we observe all applicable laws regarding the employment of minors and do not employ any young person in a way to restrict their educational opportunities or expose them to workplace hazards that are likely to endanger their health and safety. All Town of Occoquan Suppliers are required to meet this same minimum standard.
3. Compensation and benefits must comply with all applicable local laws relating to minimum wages, overtime hours and legally mandated benefits. Where no wage law exists, Town of Occoquan Suppliers are expected to provide wages that meet or exceed the local industry standard.

4. No form of forced or compulsory labor may be used; employees shall be free to leave employment after customary notice.
5. Suppliers shall respect and adhere to the right of employees to freedom of association and recognition of employees' rights to collective bargaining, where allowable by law.
6. Workers shall have safe and healthy working conditions that meet or exceed applicable standards and local laws for occupational safety and health.
7. Suppliers must be compliant with local, provincial and national occupational health and safety laws and have the required permits, licenses, and permissions granted by local, provincial and national authorities.
8. Suppliers must have documented health and safety policies and/or procedures and appropriate safety infrastructure and equipment in place.
9. When on Town of Occoquan sites, Suppliers must fully comply with applicable Town of Occoquan policies and directives.

### **Business Ethics**

1. All business will be conducted with honesty and integrity and in compliance with all relevant anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and other countries' laws intended to deter corruption and bribery in commercial relations and among government officials and political candidates. There will be no payments, gifts, entertainment or other services or advantages offered or given to any Town of Occoquan employee or third party that are intended to influence the way in which the Town of Occoquan employee or third party conducts his or her duties. Similarly, Town of Occoquan will not offer or give such payments, gifts, entertainment, or other services or advantages to any Supplier that are intended to influence the way in which the Supplier conducts its business.
2. All Suppliers are required to notify Town of Occoquan should they receive any request from a Town of Occoquan employee for any payments or similar benefits described above to be made to themselves, another Town of Occoquan employee or any third party in violation of this Code. Notifications under this paragraph shall be made exclusively by contacting the Town of Occoquan.
3. All Suppliers are required to comply with all applicable trade controls, as well as all applicable export, re-export, and import laws and regulations.
4. All Suppliers are required to conduct business in full compliance with antitrust and fair competition laws that govern the jurisdictions in which they do business.
5. All Suppliers must avoid the appearance of or actual improprieties or conflicts of interests. Suppliers must not deal directly with any Town of Occoquan employee whose spouse, domestic partner, or other family member or relative holds a significant financial interest in the Supplier. In the course of negotiating the Supplier agreement or performing the Supplier's obligations, dealing directly with a Supplier personnel's spouse, domestic partner, or other family member or relative employed by Town of Occoquan is also prohibited.

6. All Suppliers are required to honestly and accurately record and report all business information and comply with all applicable laws regarding their completion and accuracy. They must create, retain, and dispose of business records in full compliance with all applicable legal and regulatory requirements. The Town of Occoquan requires that all Suppliers be honest, direct, and truthful in discussions with regulatory agency representatives and government officials.

### **The Environment**

1. Supplier operations will be carried out in an environmentally responsible and efficient manner and will make best efforts to minimize adverse impacts on the environment.
2. Suppliers must be compliant with local, provincial and national environmental laws and have the required permits, licenses, and permissions granted by local, provincial and national authorities.
3. All products and services will be delivered to meet the environmental, quality and safety criteria specified in the relevant contract between Town of Occoquan and the Supplier and in accordance with the local laws in effect at the point of delivery, and will be safe for their intended use.

### **Supplier Self-Monitoring and Reporting**

This Code underlies all of Town of Occoquan's contractual relationships with its Suppliers. Fulfillment of its principles will be taken into consideration by Town of Occoquan when qualifying and selecting its Suppliers. Should any of the requirements in this Code be in violation of the national law in any country or territory in which a Supplier operates, the law should always be followed. In such cases, the Supplier must always inform Town of Occoquan immediately upon receiving this Code or immediately after discovering such conflicts. Suppliers must inform Town of Occoquan if they have faced charges or have been subject to legal proceedings, within the five years preceding the date that Supplier signs and dates this Code below, related to the areas covered by this Code: business ethics, human rights, workers' rights, and the environment. If any such charges or proceedings are made or occur after this Code is signed by the Supplier, then the Supplier must notify Town of Occoquan immediately of this occurrence.

Once business or a contract has been awarded, it is Town of Occoquan's expectation that its Suppliers will constantly monitor their own compliance in meeting the standards set forth in this Code and promptly notify Town of Occoquan of any material inability or failure to do so.

Failure of a Supplier to comply with the requirements in this Code may be considered a material breach by Town of Occoquan in the related contract(s) or transactions between Town of Occoquan and Supplier and Town of Occoquan may terminate such contract(s) or transactions with Supplier at its discretion as a result.

### **Method of Notification**

Notifications under this Code should be made by contacting the Supplier's primary Town of Occoquan Business partner. In the alternative, communications may also be made to Town of Occoquan's legal department. Communications or notifications of violations of anti-bribery or anti-corruptions laws may **only** be made through the Town of Occoquan.

### **Acknowledgement**

By signing this document, the Supplier assures and agrees that they comply with the content of this Code.

Name of Supplier: \_\_\_\_\_

Signature of Authorized Supplier Representative: \_\_\_\_\_

Name of Authorized Supplier Representative: \_\_\_\_\_

Job Title of Signatory: \_\_\_\_\_

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

**RFP Bid Number: RFP2024-02**

## **Electric Vehicle: Construction-Operation-Maintenance**

### **REGISTER INTEREST**

You have received a copy of the "Invitation For Bid" document. If you would like to register your interest in this project so that you will receive any future notices or addenda concerning the project, please fill in the information requested below and email this page to:

[townmanager@occoquanva.gov](mailto:townmanager@occoquanva.gov)

**Company/Firm:** \_\_\_\_\_

**Name of Contact Person(s):** \_\_\_\_\_

**Email(s):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

It is your responsibility to complete and return this form to the Town of Occoquan. Failure to do so will result in your company not receiving notices and addenda related to this project from the Town of Occoquan. Notices and addenda are posted on the Town of Occoquan website and can be accessed at:

[www.occoquanva.gov/business/doing-business-with-occoquan/](http://www.occoquanva.gov/business/doing-business-with-occoquan/)

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