

Finance Authority of Maine

REQUEST FOR PROPOSALS:

***Marketing of Student Loan Repayment Tax Credit to Increase the
Number of Remote Workers Moving to Maine***

Project overview: One-year contract in the amount of \$500,000 to be awarded in two installments by the Finance Authority of Maine (FAME) to help market the **Student Loan Repayment Tax Credit (SLRTC)**, formerly known as the Educational Opportunity Tax Credit. Vendor will be expected to use all funds to help market the program and/or reimburse costs for so doing. Vendor must report regularly in writing to FAME as set forth below on specific actions taken, expenses incurred, and outcomes achieved in promoting awareness of the tax credit. Contract period is April 1, 2025 through July 31, 2026.

Background: The purpose of the contract is to increase the number of remote workers moving to Maine. To achieve our strategic goal of adding 75,000 people to Maine’s workforce by 2030, Maine must attract individuals from other states and connect them to communities and employment in Maine. Formerly known as the Educational Opportunity Tax Credit, the Legislature subsequently amended the program to simplify and renamed it to SLRTC. This contract will further that goal by increasing the number of remote workers moving to Maine through expanded attraction and marketing of relevant incentives.

Project Scope and Deliverables: Vendor will be expected to expand marketing and attraction activities centered on the SLRTC to reach more workers around the country and encourage their move to Maine. Vendor shall implement a marketing and attraction campaign promoting the SLRTC and other incentives and features relevant to remote workers and employers thereof, including paid media, direct outreach, and/or marketing and recruitment events. More information on the SLRTC may be found at 20-A M.R.S.A. § 12541 et seq.; 36 M.R.S.A. § 5217-E et seq; and at [Student Loan Repayment Tax Credit | Maine Revenue Services](#)

Performance Measures: The following performance measures will be used by FAME and the Maine Department of Economic and Community Development (DECD) to evaluate success:

- Number of individuals reached by marketing or programming through this contract who subsequently move to Maine. Measurement may include surveys of recent migrants to Maine, tracking use of online tools or other means.
- Number of remote workers accessing information or materials provided through this contract.
- Number of Maine and out-of-state employers engaged in programming through this contract.

Reports: Vendor shall track and record all data/information necessary for FAME to complete the below required reports:

1. Quarterly Narrative Report: Data on progress towards goals and narrative on impact, reach, operations, success, and barriers. Due to FAME Oct 1; Jan. 1; April 1; and July 1.

2. Quarterly Financial Report: Includes information on expenditures. Vendor shall provide detailed invoices, itemizing all work performed during the period, including dates of service, rates of pay, hours of work performed and any other information and documentation sufficient to substantiate the amount invoiced for payment. Due ten days after each quarter. Due to FAME Oct 1; Jan. 1; April 1; and July 1.
3. Contract Closeout Report: Includes information on performance metrics met and total expenditures. Due to FAME Aug. 31, 2026.

Projected Timeline:

- Proposals due to FAME: **March 14, 2025 by 4:30 p.m. EST**
- Vendor notified of FAME selection: On or about March 28, 2025
- Funds to be disbursed to vendor: On or about April and December of 2025 after receipt and approval of satisfactory invoices.

Evaluation and Selection Criteria:

Responses will be evaluated on: responsiveness to the requirements, experience of the organization and individuals, cost, and such other criteria as FAME determines to be relevant. FAME expressly reserves the right not to accept the least costly response.

Delivery delays or other logistical failures are the responsibility of the respondent. FAME reserves the right to reject any and all responses submitted. Responses received after the required date and time may, at the option of FAME, be rejected as non-responsive to this Request for Proposals.

Additional Terms

Notice: The contract or delivery order to which this addendum is attached is made using federal assistance provided to the State of Maine by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602 and 603 of the Social Security Act, [Pub. L. No. 117-2 \(March 11, 2021\)](#).

1. Equal Opportunity

The Contractor shall comply with [Executive Order 11246](#) of September 24, 1965 entitled “Equal Opportunity,” as amended by [Executive Order 11375](#) of October 13, 1967 and as supplemented by in Department of Labor Regulations ([41 CFR Part 60](#)). The equal opportunity clause for federally assisted construction contracts at 41 CFR Part 60-1.4 is incorporated by reference.

2. Contract Work Hours and Safety Standards Act

If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor shall comply 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, Contractor shall 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 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week unless a higher rate is required by state or federal law. The

requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic shall 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.

Contractor shall comply with the following required provisions:

- a. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek unless a higher rate is required by state or federal law.
- b. Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c. Withholding for unpaid wages and liquidated damages: The State of Maine shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d. Subcontracts: The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.
- e. The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and

watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- f. Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Treasury, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

3. Environmental Compliance

- a. Contracts and subgrants of amounts in excess of \$150,000 must 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).
- b. The Contractor shall comply with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act ([33 U.S.C. 1368](#)), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), and section 308 of the Federal Water Pollution Control Act ([33U.S.C. 1318](#)), that relate generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder.
- c. The Contractor shall comply with all applicable standards, orders, or requirements issued under the [Resource Conservation and Recovery Act](#) (RCRA); [the Comprehensive Environmental Response Compensation and Liabilities Act \(CERCLA\)](#); and any applicable Federal, Codes or Local environmental regulation.

4. Protection for Whistleblowers

- a. In accordance with [41 U.S.C. § 4712](#), Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General

- iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Contractor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Contractor shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

5. Domestic Preference for Procurements

The contractor, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

For purposes of this section:

- a. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c. Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

6. Procurement of recovered materials

A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

7. Nondiscrimination

The Contractor shall ensure that no person is denied benefits of, or otherwise be subjected to discrimination in connection with the Contractor's performance under this agreement, on the grounds of race, religion, color, national origin, sex, and handicap. Accordingly, and to the extent applicable, the Contractor covenants and agrees to comply with the following:

- a. [Title VI of the Civil Rights Act of 1964](#), which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin ([42 U.S.C. § 2000d et seq.](#)), as implemented by the Department of the Treasury's Title VI regulations, [31 CFR Part 22](#), which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.
- b. [The Fair Housing Act, Title VIII of the Civil Rights Act of 1968](#) (42 U.S.C. §§ 3601, et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability
- c. [Section 504 of the Rehabilitation Act of 1973](#) (29 U.S.C. § 794)
- d. [The Age Discrimination Act of 1975](#) (42 U.S.C. § 6101 et seq.) and regulations issued thereunder (45 CFR Part 90).
- e. [Title II of the Americans with Disabilities Act of 1990](#), as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Lobbying

- 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal

contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. 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.
- d. The Interim Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget to implement the provisions of section [319 of Public Law 101-121 \(31 U.S.C., Art 1352\)](#) is incorporated by reference.

9. Drug-Free Workplace

The Contractor will comply with the provisions of the [Drug-Free Workplace Act of 1988](#) (Public Law 100-690, title V, subtitle D; 41 U.S.C. 701 et seq.) and maintain a drug-free workplace.

10. Increasing Seat Belt Use in the United States

Pursuant to [Executive Order 13043, 62 FR 19217](#) (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for its their employees when operating company owned, rented or personally owned vehicles.

11. Reducing Text Messaging While Driving

Pursuant to [Executive Order 13513, 74 FR 51225](#) (October 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers.

12. Debarment and Suspension

If the Contract is in excess of \$25,000, this Contract is a covered transaction for purposes of [2 C.F.R. Part 180](#) and [2 C.F.R. Part 3000](#). As such, the Contractor is required to verify that none of the Contractor's principals (defined at [2 C.F.R. § 180.995](#)) or its affiliates (defined at [2 C.F.R. §](#)

[180.905](#)) are excluded (defined at [2 C.F.R. § 180.940](#)) or disqualified (defined at [2 C.F.R. § 180.935](#)). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by The State of Maine. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to The State of Maine, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Prohibition on certain telecommunications and video surveillance equipment or services.

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- a. Procure or obtain covered telecommunications equipment or services;
- b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- a. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- b. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- c. Telecommunications or video surveillance services provided by such entities or using such equipment;
- d. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

For additional information, see section 889 of Public Law 115-232 and § 200.471.

Application Questions: Responses to the following questions are requested in writing by electronic or USPS mail **by March 14, 2025 by 4:30 p.m.** to:

William Norbert, Esq.
Governmental Affairs and Communications Manager
FAME
5 Community Drive
P.O. Box 949
Augusta, ME 04332-0949
wnorbert@famemaine.com

1. How does your organization propose to utilize the requested funds?
2. What makes your organization the best choice to administer the contract?
3. What strategies would you implement to reach out-of-state remote workers who might be willing to relocate to Maine and help meet the state's workforce needs?
4. What incentives other than the SLRTC do you plan to market to help attract out-of-state remote workers to relocate to Maine?
5. Is your organization willing and able to comply with the above and below terms of the contract, including submitting timely and accurate reports, a detailed budget of expenses incurred, and recitation of efforts made to promote the credit, and, if necessary, appearing before the Maine Legislature or other governmental entities to respond to questions about the program and your marketing efforts?

The Finance Authority of Maine is a public authority, and its records, including the information to be submitted as provided herein, are public records, unless specifically exempted under 1 M.R.S.A. §401 et seq. or 10 M.R.S.A. §975-A. Any information which you believe should be confidential must be clearly marked as such and be accompanied by your request for confidential treatment and will only be so treated to the extent permitted by Maine law.