

REQUEST FOR QUALIFICATIONS

RFQ Number: 20-900-7-99

To Provide: Rehabilitation of High Hazard Potential Dams
Grant Program Engineering Services
Ross Barnett Reservoir (MS02716)
Madison, Hinds and Rankin Counties, Mississippi

Issue Date: December 22, 2020

CLOSING LOCATION

Pearl River Valley Water Supply District (PRVWSD)
115 Madison Landing Circle
Ridgeland, Mississippi 39157

SOQ COORDINATOR

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CLOSING DATE AND TIME

Statements of Qualifications must be received by 11:00 A.M.
CST January 21, 2021

PURPOSE OF REQUEST

The purpose of this Request For Qualifications (RFQ) is to solicit Statements of Qualifications (SOQs) from firms interested in providing professional engineering services to perform tasks required to meet Rehabilitation of High Hazard Potential (RHHP) Dams Grant Program objectives at the Ross Barnett Reservoir Dam in Madison, Hinds and Rankin Counties, in Mississippi.

The Pearl River Valley Water Supply District, hereinafter referred to as the “District”, will be contracting for services to complete this Project. The proposed work will hereinafter be referred to as the “Project”. The term “Responder” as used herein includes a firm or firms, partnerships, joint ventures and others responding to this RFQ. The term “Consultant(s)” as used herein refers to the firm, or firms, that is (are) selected to perform work under the contract(s) resulting from this RFQ.

The District will use a one-step process to select a Consultant with which to execute a contract for this Project. After evaluation and scoring of responsive submittals to the RFQ, the District intends to rank all responsive Responders and enter into contract negotiations with the highest ranked responsive Responder. Should negotiation with the highest ranked Responder fail, the District will proceed to open contract negotiations with the next highest ranked Responder. The District intends to continue this process until either a satisfactory contract is negotiated or all responsive Responders have been exhausted.

OVERVIEW

The Ross Barnett Reservoir Dam is owned, operated and maintained by the Pearl River Valley Water Supply District (PRVWSD), an Agency of the State of Mississippi. This dam meets the established criteria for the RHHP Dams Grant Program while also having an adequate notification of the deficiencies and unacceptable risk to the public. The Mississippi Department of Environmental Quality (MDEQ) Dam Safety Division has identified studies and planning needed to comprehensively address and prioritize repairs and improvements needed to reduce potential consequences to life and property.

The Ross Barnett Reservoir Dam is located on the Pearl River approximately six (6) miles north of Jackson. See maps contained in Attachment A. The 3.5-mile-long zoned earth fill dam stretches across the river valley from Madison County on the west to Rankin County on the east. The dam impounds a permanent pool with an area of approximately 34,500 acres and a total storage volume of approximately 360,000 acre-feet. The impounded lake serves as the main water supply for the City of Jackson and provides recreational opportunities for the public. The MDEQ identification number for the dam is MS02716.

The primary spillway is a gated overflow located near the center of the dam. The spillway is a reinforced concrete structure containing ten hydraulically operated tainter gates with a maximum total discharge capacity of 200,000 cubic feet per second. A control tower, containing the operator's station and controls, is located at the west end of the structure. An emergency spillway is located at the west abutment of the dam. The emergency spillway consists of a concrete sill overlain by easily erodible sandy materials.

A water intake structure, known as the "J Structure", located near the west end of the dam provides for withdrawal of water to supply the City of Jackson's O.B. Curtis Water Treatment Plant. A second water intake structure located near the east end of the dam, and referred to as the "R" structure, is available to provide water for use by other users. This structure is not currently in use. Two asphalt surfaced roadways traverse the length of the dam. The upper roadway is situated on the crest of the dam. It consists of two travel lanes carrying traffic in a westbound direction. This roadway crosses the spillway on the top of the structure. The lower roadway is situated on an earthen bench on the downstream face of the dam. It consists of two travel lanes carrying traffic in an eastbound direction. This roadway crosses the spillway on a bridge constructed across the tail races of the structure. At the west end of the main dam, a marina dike with a total length of approximately 9,000 feet, was built to contain a large, protected area known as Main Harbor.

The dam, spillways, marina dikes, water intakes and the upper roadway were constructed between 1960 and 1962. The lower roadway was constructed between 2001 and 2002. See Attachment A for additional information on construction, modification and operation of the dam.

The dam/spillway has operated satisfactorily for nearly 60 years, but upgrades, repairs and/or rehabilitation may be necessary to bring the facilities into compliance with current standards and regulations. The Ross Barnett dam meets the established criteria for the RHHP Dams Grant Program. In January 2019, the Mississippi Department of Environmental Quality (MDEQ) Dam Safety Division identified studies and planning required to comprehensively address and prioritize repairs needed to reduce potential consequences to life and property. This RFQ is intended to allow selection of a Consultant to perform the required studies and planning.

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the U.S. Department of Homeland Security (DHS) and the Mississippi Department of Environmental Quality through a High Hazard Potential Dams Rehabilitation Grant Agreement, CFDA 97.041 – National Dam Safety Program. Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, including the Agreement Articles, the Terms and Conditions Required in Contracts Between Sub-Recipients and Contracted Parties, all applicable terms and conditions in 2 CFR Part 200 (including all applicable Appendices to Part 200) and adopted by DHS at 2 CFR Part 3002, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under any such contract.

The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies, contractors, representatives, or employees are not and will not be a party to this solicitation or any resulting contract.

SCOPE

The scope of work for this Project will include, but is not limited to, the following work items:

Task 1 - Probable Maximum Flood (PMF) Analysis:

Consultant must conduct a Probable Maximum Flood (PMF) analysis in accordance with procedures contained in the Federal Energy Regulatory Commission's (FERC) *Engineering Guidelines for the Evaluation of Hydropower Projects*, latest edition, or other accepted methods recognized by FERC or the U.S. Army Corps of Engineers (USACE). The Consultant shall verify/validate and update all required input information. This task will produce an updated PMF model based on the updated information.

Target Completion Date: April 15, 2021

Task 2 – Bathymetric Surveys

Consultant must survey approximately three (3) miles of the upstream face of the dam from the top of the dam to a line 600 feet inside the reservoir. The survey must completely cover the area where the seepage berm was constructed. Bathymetric surveys shall be conducted using equipment capable of collecting data that can be used to produce a three dimensional model of the lakebed, dam surface and structures that will allow detection of features having maximum dimensions as small as 6 (six inches) and maximum volumes as small as 0.125 cubic feet. This task shall produce a three-dimensional model that can be printed in hard copy or viewed electronically.

Target Completion Date: June 15, 2021

Task 3 – Operating Models/Software

The Consultant shall review the software and models used for operation of the dam. Consultant shall identify alternate models and software that could provide better performance using available data inputs. Present findings regarding models and software to the District with recommendations for changes.

Target Completion Date: February 28, 2022

Task 4 – Potential Failure Mode Analysis (PFMA)

Consultant will facilitate and perform a Potential Failure Modes Analysis (PFMA) to identify potential failure modes at each component of the Ross Barnett Dam, and of the dam as a whole, under static (normal), flood, and earthquake loading conditions. Each identified potential failure mode will be assessed by a team of individuals with knowledge of the dam's features and operation, as well as individuals with expertise in civil engineering, geotechnical engineering, mechanical engineering, control systems, hydraulic engineering, geology and dam operations and maintenance. The PFMA shall be performed in accordance with the guidelines contained in FERC's *Engineering Guidelines for the Evaluation of Hydropower Projects*, latest edition, or other accepted methods recognized by FERC or the U.S. Army Corps of Engineers (USACE). The potential failure modes shall be ranked using a risk-based prioritization approach that considers the likelihood of uncontrolled reservoir releases or dam failure that could result in loss of life and substantial property damage. Appropriate responses will be formulated for each of the potential failure modes and could include recommendations for further investigation/analysis, dam modifications, restrictions in reservoir operation, and improved emergency action planning.

In support of the PFMA effort, a Supporting Technical Information (STI) document has been compiled. This document, which is included at Attachment A, includes available information related to dam design, site conditions, construction history, operating procedures, monitoring and surveillance data, hydraulics, and pertinent safety correspondence.

Target Completion Date: November 30, 2021

Task 5 – Semi-Quantitative Risk Assessments, Geophysical Investigations and Other Actions required to Complete Assessment of Structure

This task includes the potential to perform Semi-Quantitative Risk Assessments based on the findings of the PFMA. This assessment will be used as a screening tool to evaluate the specific potential failure modes and overall risks that are not likely to meet tolerable risk guidelines based on safety, and as a prioritization tool for reducing risk, performing additional investigations or studies, or performing quantitative risk assessments.

This task also includes geophysical survey acquisition in multiple locations along the structure of the dam. Waterborne Electrical Resistivity Tomography (ERT) shall be collected parallel to the dam along the upstream toe of the dam with the goal of identifying possible variations in the dam materials and reservoir sediment thicknesses to a maximum of 80 feet below the base of the reservoir. Ground-based ERT will be performed along the downstream toe slope and crest of the dam to create cross section profiles with the goal of mapping Pre-impoundment Lake and channel features, potential seepage pathways, and the embankment material of the dam. In the event ERT cannot be utilized, frequency domain electromagnetics may be utilized. Additionally, a transect of self-potential points acquired along the downstream toe of the dam,

shall be collected to identify potential seepage pathways or groundwater flow patterns by evaluation line plots or plan-view maps of voltage variations.

This task may also include conducting an assessment of the existing low head dam located above Ratliff Ferry on the Pearl River. The assessment would include a review of the existing condition of the dam and its supporting facilities, comparison of the existing facilities against current design standards for low head dams and recommendations for improvements or modifications to the dam and/or supporting facilities.

Other data gaps identified through assessment activities in Tasks 1-4 may also be addressed in Task 5

Target Completion Date: May 30, 2022

For any work occurring during the COVID-19 emergency declaration, the Consultant shall follow recommendations of the U.S. Centers for Disease Control (CDC), the Mississippi State Department of Health (MSDH), and other relevant governmental entities regarding worksite protection for its employees and the general public.

Reference and background materials can be found at the following website: <https://www.fema.gov/emergency-managers/risk-management/dam-safety/grants#hhpd>. Both State and Federal requirements for sub-recipients are also provided in further detail in Attachment E.

PROJECT COMMUNICATION

The selected Consultant will be required to communicate regularly with the District regarding the status of the project. This communication shall occur between the District's Chief Engineer and the Consultant's Lead Project Manager.

At a minimum, the Consultant will submit a written report by the 5th day of each month. The report period shall be a calendar month. The report shall provide a clear description of progress made during the preceding report period. The report shall include at least the following information:

- The project name
- The grant identification number
- The report period
- A list of significant activities begun or completed during the report period. This list shall be organized by the Tasks identified in this RFQ.
- The status of all activities begun during previous report periods, but not yet completed. This list shall also be organized by the Tasks identified in this RFQ.

- A list of significant activities that are anticipated to start during the next report period. This list shall be organized by the Tasks identified in this RFQ.
- A detailed explanation of any problems that the Consultant is experiencing with a description of actions planned to overcome the problems.
- A detailed description of any information, decisions or actions required of the District, including specific dates by which such items are needed.

The selected Consultant shall also be required to participate in periodic meetings with District staff. These meetings will occur at times dictated by the activities that occur as the project progresses but shall be no less frequent than quarterly. The meetings will be held at one of the District's facilities. The Consultant shall schedule, plan and facilitate the meetings, record the proceedings and publish a written record of the meetings to all participants and to selected non-participants to be identified by the District.

SUBMITTAL FORMAT

The RFQ response must be submitted according to the Milestone Schedule. The response shall contain no more than fifty (50), double-spaced, 8.5-inch x 11 inch pages, typed on one side only, excluding appendices. The minimum font size shall be 10 point. A single-page cover letter will not be counted as part of the 50-page maximum. Cover letters in excess of one page and any other information submitted beyond that noted in the RFQ will be counted as part of the 50-page maximum. Responses should address each of the following categories in the same order as listed below. Four (4) complete, bound, copies of the response must be submitted as well as a PDF format electronic file matching the hard copies. The PDF file shall be submitted on a USB drive.

I. MANAGEMENT EXPERIENCE AND APPROACH

Provide the qualifications and experience of the firm or firms on the Responder's team as follows:

1. Identify the lead organization and primary members of the team. Name the entity with whom the District will be contracting and identify if this will be a partnership, corporation, joint venture, etc. The total value of all work performed by the lead organization shall be no less than 25 percent of the Project value.
2. Provide an organizational chart of the Responder's team describing the roles and responsibilities of each team member. After initial submittal, changes to primary team members (including major subcontractors expected to perform over 10 percent of the Project value, and all consultants) cannot be made without District approval.
3. Certain Key Individuals and any engineers that will be responsible for the technical investigation or analysis of portions of the Project are required to be Professional

Engineers or Professional Surveyors licensed in the State of Mississippi. The Key Individuals requiring registration are the Lead Surveyor, Lead Geotechnical Engineer, and the Lead Hydrologist/Hydraulic. Registration is not required to propose on the Project but is required prior to commencing the work.

Mississippi Code Annotated Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to ensure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

4. The proposed team must include at a minimum the following Key Individuals in order for the SOQ to be deemed technically responsive:
 - a. Lead Project Manager - The Lead Project Manager shall be the primary person in charge of and responsible for delivery of the Project in accordance with the contract requirements. The Lead Project Manager must have full authority to make the final decisions on behalf of the Responder and have responsibility for communicating these decisions directly to the District.
 - b. Lead Surveyor – The Lead Surveyor shall be a licensed Professional Engineer or Professional Land Surveyor and shall be in charge and responsible for all aspects of surveying and bathymetry related to the Project.
 - c. Lead Hydrologist/Hydraulic Engineer – The Lead Hydrologist/Hydraulic Engineer shall be a licensed Professional Engineer and shall be in charge of and responsible for all aspects of the hydraulics and hydrology related to the Project.
 - d. Lead Geotechnical Engineer/Engineering Geologist – The Lead Geotechnical Engineer/Engineering Geologist shall be a licensed Professional Engineer or Geologist and shall in charge of and responsible for all aspects of geology and geotechnical engineering related to the Project.
 - e. Electrical Resistivity Tomography (ERT) Team Leader – The ERT Team Leader shall be in charge of and responsible for all aspects of electrical resistivity tomography related to the Project.
 - f. PFMA/Risk Assessment Facilitator – The PFMA/Risk Assessment Facilitator shall be responsible for organizing and facilitating a group session, or sessions, for the purpose of analyzing risks to the dam, potential failure modes, the risks associated with identified failure modes.
5. Identify any firms on the team who have previously worked together on similar projects.

6. Describe the approach to accomplish the various items of work required by the Project as identified in the Scope.
7. Demonstrate the team's ability to commit necessary resources to successfully complete the Project in a timely manner.
8. Identify the Lead Project Manager and the firm by which he/she is employed. Give a clear definition of the role and responsibility of the Lead Project Manager relative to the member firms.
9. Describe the key elements of the Project.

II. EXPERIENCE OF PERSONNEL

Except as noted, provide information demonstrating that the Responder's personnel possess the required minimum qualifications listed below:

1. All team members shall hold or obtain licenses required for performing work on the Project under state and local laws. This item is instructive as to future requirements. No response is necessary at this time.
2. Any design reports or plans and specifications shall be signed and sealed by a Professional Engineer licensed in the State of Mississippi. This item is instructive as to future requirements. No response is necessary at this time.
3. The Responder's Lead Project Manager must have at least ten (10) years experience managing projects of similar scope and magnitude. Describe the Lead Project Manager's experience leading this type and magnitude of project. Provide a list of the projects that the Lead Project Manager has managed in the past. For each project listed, provide:
 - a. A brief description of each project managed, including the year of completion and size and type of project, including any unusual features.
 - b. The name of the owner for whom the work was performed and the name and phone numbers of the owner's representatives who can verify and discuss the Lead Project Manager's participation in the Project.
4. Provide information that the Responder's project team meets the following minimum qualifications:
 - a. The Lead Project Manager shall have a minimum of ten (10) years of experience in the planning, conduct, execution and documentation of engineering studies related to dam structures and hydrology. The person performing this function shall have performed in this capacity on at least three (3) previous projects of similar scope and complexity.
 - b. The Lead Surveyor shall have a minimum of ten (10) years of experience in the planning, execution and processing of data collected during topographic and bathymetric surveys.
 - c. The Lead Hydrologist/Hydraulic Engineer shall have a minimum of ten (10) years of experience in hydraulics and hydrology to include the conduct of the development of Probable Maximum Flood (PMF) models for basins of size and composition similar to the Pearl River basin.
 - d. The Lead Geotechnical Engineer/Engineering Geologist shall have a minimum of ten (10) years of experience in geotechnical engineering and geology including

- the design and analysis of earthen dams. Experience in Mississippi, and particularly experience involving the Ross Barnett Dam, is preferred.
- e. The Electrical Resistivity Tomography (ERT) Team Leader shall have at least five (5) years' experience with ERT to include at least three (3) projects involving waterborne ERT operations.
 - f. The PFMA/Risk Assessment Facilitator shall be a licensed professional engineer or licensed engineering geologist with a minimum of ten (10) years of experience in design, construction, monitoring and operation of dams. Experience with dams of size and construction similar to the Ross Barnett dam is preferred. This individual shall have attended a Federal Energy Regulatory Commission (FERC)-sponsored PFMA training workshop (or equivalent PFMA training). The Facilitator shall have previous experience facilitating a PFMA or serving as a co-facilitator under the supervision of a trained and experienced facilitator. The Facilitator shall have compiled and written the report for at least one PFMA.

Provide resumes of Key Individuals and other personnel that you consider critical to the success of this Project, including as a minimum the team members discussed above. This information may be included in the appendices and will not be counted against the 50-page maximum requirement. Key Individuals and team members are to remain for the duration of the Project and changes cannot be made without District approval.

Modifications to the Responder's Team or Key Individuals and other personnel listed in Sections I & II are discouraged. The District will not approve requests for modification without justification. Examples of justification include death of a team member, changes in employment status, bankruptcy, inability to perform, organizational conflict of interest, or other such significant cause. In order to secure the District's approval prior to the award of the contract, a written request shall be forwarded to the person and address as shown in the GENERAL INFORMATION section of this RFQ. The request shall include a) the nature of the desired change, b) the reason for the desired change, and c) a statement of how the desired change will meet the required qualifications for the position/responsibility. No such modification will be made without prior District approval.

III. PAST PERFORMANCE

1. The Responder shall complete form SF 330 for experience in the last five (5) years. This information may be included in the appendices and will not be counted against the 50-page maximum requirement. Clarification of the requirements for form SF 330 are as follows:
 - a. Part I of Form SF 330 shall be completed by the contracting entity (prime consultant(s)). Section B shall list the contracting entity and the Lead Project Manager. Sections C & D shall list all team members identified in the SOQ.

Section E shall be completed for each individual identified in the SOQ. Sections F & G shall identify projects completed by the contracting entity.

- b. Part II of Form SF 330 shall be completed by each Architect-Engineering firm.
2. Responders must certify that they can comply with the requirements of items 2A thru 2G of attachment E

IV. QUALITY CONTROL (QC) PLAN APPROACH

Provide information on how the QC responsibilities will be performed on this Project.

V. SAFETY

Provide the OSHA Recordable Incident Rate for each team member for the last five years. Provide the Responder’s safety goals for this Project.

VI. FINANCIAL CONDITION

Provide a current audited financial statement for those entities identified in response to Section I (1) above. Provide information on Responder’s insurance and bonding capacity. This information may be included in the appendices and will not be counted against the 50-page maximum requirement.

VII. DUNS REQUIREMENTS FOR FEDERAL FUNDED PROJECTS

Responders and all proposed subcontractors must possess a valid Dun and Bradstreet Data Universal Numbering System (DUNS) number. Responders must provide their DUNS number as well as the names and DUNS number of all proposed subcontractors.

QUALIFICATIONS EVALUATION

The criteria shown below will be considered in determining the Responder’s qualification score. The maximum points for each evaluation category will be as follows:

Management Experience and Approach	20
Experience of Personnel	20
Team Member Experience with Ross Barnett Dam/Reservoir	20

Past Performance	20
Quality Control Plan and Approach	10
Safety	5
Financial Condition	5
Maximum Score	100

SELECTION

Based upon the scoring of responsive submittals, the District intends to rank all responsive Responders on the basis of the evaluation criteria described above.

GENERAL INFORMATION

The District intends for the contract to be awarded based on a Qualifications Based Selection.

The District intends for the contract type to be firm Fixed Price except for Task 5, which shall be contracted on a Time and Materials basis.

The District reserves the right, at its sole discretion, to either cancel this procurement and proceed no further or to re-advertise in another public solicitation.

The District assumes no liability and will not reimburse costs incurred by Responder's firms (whether selected or not) in developing responses to this RFQ.

The District reserves the right to request or obtain additional information about any and all responses to the RFQ. The District may also issue addenda to the RFQ which will be posted to the District website (www.therez.ms.gov).

After initial submittal, Key Individuals of the Responder's team cannot be changed without District approval.

All Responders must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain confidential and/or proprietary information. All submittals will be subject to disclosure in accordance with the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, *et seq.*

All questions related to this RFQ shall be submitted in writing and directed to:

Ms. Sharon Hicks
SOQ Coordinator
P.O. Box 2180
Ridgeland, Mississippi 39158
Or e-mailed to slarry@therez.ms

Written questions will be accepted according to the dates established in the Milestone Schedule. Only written requests to the above addressee will be considered. No requests for additional information or clarification to any other office, consultant, or employee will be considered. All responses will be in writing and will be posted to the District website (www.therez.ms.gov).

The District will not be responsible for any oral exchange or any other exchange of information that occurs outside the official process specified herein.

MILESTONE SCHEDULE

RFQ Issue Date:	December 22, 2020
Questions and Requests for Clarification to PRVWSD Deadline:	January 12, 2021 5:00 PM CST
Anticipated Posting of Written Responses to Questions:	January 15, 2021 5:00 PM CST
Qualification Package Submission Deadline:	January 21, 2021 11:00 AM CST
Qualification Opening:	January 21, 2021 3:00 PM CST
Anticipated Date of Notice of Intent to Select	January 28, 2021
Anticipated Post-Selection Debriefing Request Due Date:	February 2, 2021
Anticipated Post-Selection Debriefing Held by Date:	February 3, 2021
Anticipated Protest Deadline Date:	February 5, 2021
Anticipated PRVWSD Board Approval:	February 18, 2021

List of Attachments

Attachment A.....	Supplemental Technical Information
Attachment B.....	Form SF 330
Attachment C.....	Not Used
Attachment D.....	Not Used
Attachment E.....	Terms and Conditions Required in Contract Agreements Between Sub-Recipients and Contracted Parties

ATTACHMENT A

SUPPLEMENTAL TECHNICAL INFORMATION

This attachment is available upon request to the SOQ Coordinator.

ATTACHMENT B

FORM SF 330

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 12/31/2020

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navaids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*

16. EDUCATION <i>(Degree and Specialization)</i>	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

ATTACHMENT E
TERMS AND CONDITIONS REQUIRED IN CONTRACT
AGREEMENTS BETWEEN SUB-RECIPIENTS AND
CONTRACTED PARTIES

**ATTACHMENT E TO THE SUB-AWARD AGREEMENT BETWEEN THE OWNER
AND MDEQ (TERMS AND CONDITIONS REQUIRED IN
CONTRACT AGREEMENTS BETWEEN SUB-RECIPIENTS AND
CONTRACTED PARTIES)**

ATTACHMENT E

**TERMS AND CONDITIONS REQUIRED IN CONTRACT
AGREEMENTS BETWEEN SUB-RECIPIENTS AND CONTRACTED
PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) non-federal governmental organization, or 2) a non-profit organization with valid authority to enter into this Agreement and; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

2. SUSPENSION AND DEBARMENT

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it 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;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a 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;
- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,

- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.
- F. Complies with 2 CFR Part 200.213 Suspension and Debarment, and 2 CFR Part 200 Appendix II, Paragraph (H), and 2 CFR Part 180.
- G. Contracted Parties must verify that any sub-contractor and the sub-contractor's principals do not appear on the federal government's Excluded Parties List prior to executing a sub-contract with that entity. The Excluded Parties List is accessible at <http://www.sam.gov>.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUB-RECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUB-RECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUB-RECIPIENT or Contracted Parties arising from, or associated with this Agreement is strictly incidental and all such vendors are not, and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUB-RECIPIENT.

Upon execution of any contract between the SUB-RECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUB-RECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUB-RECIPIENT and any other party. The SUB-RECIPIENT

and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUB-RECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Treasury Office of Inspector General, the Government Accountability Office, and the Department of Homeland Security shall have the right of timely and unrestricted access to any of the Contracted Party's documents, files, reports, work papers, books, and working documentation, electronic or otherwise, created in connection with this Contract and Project for the purpose of making audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain financial records, supporting documents, statistical records, documents, files, reports, work papers, books, and working documentation, electronic or otherwise, and all other records pertinent to this contract for at least three (3) years in accordance with 2 CFR Part 200.333 Retention Requirements for Records. These records shall be made available during the term of the Agreement and the subsequent three-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Treasury Office of Inspector General, the Government Accountability Office, and the Department of Homeland Security.

7. RIGHT TO INSPECT WORK; SITE ACCESS

The Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, and Departments and Agencies of the State of Mississippi, and any of their duly authorized representatives, shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all work hereunder.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described Project or any parcels therein, where

applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this Agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION & EVALUATION

Both parties agree to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project or projects to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, both parties agree to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the Agreement for a three (3) year period in accordance with 2 CFR Part 200.333 Retention Requirements for Records.

10. COMPLIANCE WITH MDEQ HHPD AWARD

To the extent allowed by law, this Contract Agreement and the Contracted Party are subject to the Agreement Articles of the Department of Homeland Security, a copy of which is attached hereto and fully incorporated herein by reference, including the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and all applicable Appendices, and adopted by DHS at 2 C.F.R. Part 3002, and all other OMB circulars, executive orders and other federal laws and regulations applicable to the services provided under this Agreement.

11. MDEQ REQUIRED ATTACHMENTS TO CONTRACT AGREEMENT

The SUB-RECIPIENT and the Contracted Party agree to include in the executed Agreement any attachments of federal and state laws, regulations, and administrative forms and documents as may be required by MDEQ to facilitate compliance with the terms and conditions of this Agreement.

12. MDEQ ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

The SUB-RECIPIENT and the Contracted Party agree to comply with all administrative requirements, procedures, and submittals of forms and documents as may be required by MDEQ to facilitate compliance with the terms and conditions of this Agreement.

13. FEDERAL REQUIREMENTS APPLY

Should any provisions of this Agreement conflict with any federal requirements, the federal requirements will apply.

AGREEMENT ARTICLES OF THE U.S. DEPARTMENT OF HOMELAND SECURITY

Agreement Articles

Sun Sep 15 00:00:00 GMT 2019

U.S. Department of Homeland Security

Washington, D.C. 20472

AGREEMENT ARTICLES

High Hazard Potential Dams (HHPD) Rehabilitation Grant

GRANTEE: Mississippi Department of Environmental Quality

PROGRAM: High Hazard Potential Dams (HHPD) Rehabilitation Grant

AGREEMENT NUMBER: EMW-2019-GR-00019-S01

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Article I - Energy Policy and Conservation Act

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article II - Assurances, Administrative Requirements, Cost Principles, Representation and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable.

Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

Article III - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article IV - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article V - Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article VI - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

Article VII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* (42 U.S.C. section 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance:

<https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article VIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article IX - Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article X - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XI - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

Article XII - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XIII - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XIV - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XV - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Article XVI - Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. section 200 *et seq.* Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XVII - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. section 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVIII - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XIX - Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XX - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXI - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

Article XXII - Universal Identifier and System for Award Management

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XXIII - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXIV - Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4 which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 *et seq.*), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units- i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)- be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXV - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXVI – SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXVII - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. sections 8101-8106).

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXX - Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.

Article XXXI - USA Patriot Act of 2001

Recipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XXXII - DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.

Article XXXIII - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article XXXIV - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXXV - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXVI - Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XXXVII - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XXXVIII - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, codified as amended at 15 U.S.C. section 2225.

Article XXXIX - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XL – Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XLI - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XLII - Required Budget Review

Within 60 days of the notice of award, the Recipient will provide an updated scope of work, budget narrative, and schedule for all work proposed within the 36-month period of performance. Budget amounts over each recipient's allocation cannot be funded, and budget amounts short of the allocation may require FEMA recovering the difference between the allocation and budget amount.

Article XLIII - Mitigation Plan Extraordinary Circumstances Workplan

The recipient will provide workplans within (30) days of award that outline the planning process(es) for updating each of the mitigation plans in the required time.

Article XLIV - Budget Hold

The Mississippi Department of Environmental Quality is prohibited from obligating, expending, or drawing down the federal funds identified in this Article until the following requirements are met by the recipient and this condition is subsequently rescinded by FEMA. Funds in the amount of \$591,181.00 budgeted for HHPD are on hold pending submission of a detailed costs breakdown and justifications by the recipient, and a review and approval of those justifications by FEMA.

APPENDIX II TO 2 CFR 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 currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 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.”

(D) Davis-Bacon Act, as amended (40 USC 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 USC. 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 USC. 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 USC 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 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 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 USC 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(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.

(I) Byrd Anti-Lobbying Amendment (31 USC 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 USC 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.

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(J) See §200.322 Procurement of recovered materials.

PROCUREMENT OF RECOVERED MATERIALS

The contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.322.

2 CFR §200.322 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in 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.

MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-1

§ 71-11-1. Legislative findings

The Legislature finds that when illegal immigrants have been sheltered and harbored in this state and encouraged to reside in this state through the benefit of work without verifying immigration status, these practices impede and obstruct the enforcement of federal immigration law, undermine the security of our borders, and impermissibly restrict the privileges and immunities of the citizens of Mississippi. The Legislature further finds that illegal immigration is encouraged when public agencies within this state provide public benefits without verifying immigration status. The Legislature further finds that the Tenth Amendment to the United States Constitution reserves to the states those powers not delegated to the United States by the Constitution. Therefore, the Legislature declares that it is a compelling public interest of this state to discourage illegal immigration by requiring all agencies within this state to fully cooperate with federal immigration authorities in the enforcement of federal immigration laws. The Legislature also finds that other measures are necessary to ensure the integrity of various governmental programs and services.

TITLE 71. LABOR AND INDUSTRY CHAPTER 11. EMPLOYMENT PROTECTION ACT

Miss. Code Ann. § 71-11-3

§ 71-11-3. Definitions; verification of work eligibility status of new hires; employer liability; exemptions; penalties for violation.

- (1) This chapter shall be known as the "Mississippi Employment Protection Act."
- (2) The provisions of this section shall be enforced without regard to race, gender, religion, ethnicity or national origin.
- (3) For the purpose of this section only, the following words shall have the meanings ascribed herein unless the content clearly states otherwise:
 - (a) "Employer" is any person or business that is required by federal or state law to issue a United States Internal Revenue Service Form W-2 or Form 1099 to report income paid to employed or contracted personnel in Mississippi.
 - (b) "Employee" is any person or entity that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued.
 - (c) "Third-party employer" is any person or company that provides workers for another person or company. This includes, but is not limited to, leasing companies and contract employers.
 - (d) "Status verification system" means the electronic verification of work authorization

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program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208, Division C, Section 403(a); 8 USC, Section 1324a, and operated by the United States Department of Homeland Security, known as the E-Verify Program.

(e) "Unauthorized alien" means an alien as defined in Section 1324a(h)(3) of Title 8 of the United States Code.

(f) "Public employer" means every department, agency or instrumentality of the state or a political subdivision of the state.

(g) "Subcontractor" means a subcontractor, contract employee, staffing agency or any contractor regardless of its tier.

(4) (a) Employers in the State of Mississippi shall only hire employees who are legal citizens of the United States of America or are legal aliens. For purposes of this section, a legal alien is an individual who was lawfully present in the United States at the time of employment and for the duration of employment, or was permanently residing in the United States under color of law at the time of employment and for the duration of employment.

(b) (i) Every employer shall register with and utilize the status verification system to verify the federal employment authorization status of all newly hired employees.

(ii) No contractor or subcontractor shall hire any employee unless the contractor or subcontractor registers and participates in the status verification system to verify the work eligibility status of all newly hired employees.

(iii) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract unless the contractor or subcontractor registers and participates in the status verification system to verify information of all newly hired employees.

(c) The provision of this section shall not apply to any contracts entered into on or before July 1, 2008.

(d) It shall be a discriminatory practice for an employer to discharge an employee working in Mississippi who is a United States citizen or permanent resident alien while retaining an employee who the employing entity knows, or reasonably should have known, is an unauthorized alien hired after July 1, 2008, and who is working in Mississippi in a job category that requires equal skill, effort and responsibility, and which is performed under similar working conditions, as defined by 29 USC, Section 206(d) (1), as the job category held by the discharged employee.

(e) An employing entity which, on the date of the discharge in question, was enrolled in and used the status verification system to verify the employment eligibility of its employees in Mississippi hired after July 1, 2008, shall be exempt from liability, investigation or suit arising from any action under this section.

(f) No cause of action for a violation of this section shall lie under any other Mississippi law but shall arise solely from the provisions of this section.

(5) Any employer that complies with the requirements of this section shall be held harmless

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by the Mississippi Department of Employment Security, provided the employer is not directly involved in the creation of any false documents, and provided that the employer did not knowingly and willfully accept false documents from the employee.

(6) (a) All third-party employers that conduct business in Mississippi shall register to do business in Mississippi with the Mississippi Department of Employment Security before placing employees into the workforce in Mississippi.

(b) Third-party employers shall provide proof of registration and any participation in the status verification system to any Mississippi employer with whom they do business.

(7) (a) State of Mississippi agencies and political subdivisions, public contractors and public subcontractors and private employers with two hundred fifty (250) or more employees shall meet verification requirements not later than July 1, 2008.

(b) Employers with at least one hundred (100) but less than two hundred fifty (250) employees shall meet verification requirements not later than July 1, 2009.

(c) Employers with at least thirty (30) but less than one hundred (100) employees shall meet verification requirements not later than July 1, 2010.

(d) All employers shall meet verification requirements not later than July 1, 2011.

(e) (i) Any employer violating the provisions of this section shall be subject to the cancellation of any state or public contract, resulting in ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted to the employer by any agency, department or government entity in the State of Mississippi for the right to do business in Mississippi for up to one (1) year, or both.

(ii) The contractor or employer shall be liable for any additional costs incurred by the agencies and institutions of the State of Mississippi, or any of its political subdivisions, because of the cancellation of the contract or the loss of any license or permit to do business in the state.

(iii) Any person or entity penalized under this section shall have the right to appeal to the appropriate entity bringing charges or to the circuit court of competent jurisdiction.

(f) The Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services and the Attorney General shall have the authority to seek penalties under this section and to bring charges for noncompliance against any employer or employee.

(8) (a) There shall be no liability under this section in the following circumstances:

(i) An employer who hires an employee through a state or federal work program that requires verification of the employee's social security number and provides for verification of the employee's lawful presence in the United States in an employment-authorized immigration status;

(ii) Any candidate for employment referred by the Mississippi Department of Employment Security, if the Mississippi Department of Employment Security has verified the

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social security number and provides for verification of the candidate's lawful presence in the United States in an employment-authorized immigration status; or

(iii) Individual homeowners who hire workers on their private property for noncommercial purposes, unless required by federal law to do so.

(b) (i) Compliance with the sections of this statute shall not exempt the employer from regulations and requirements related to any federal laws or procedures related to employers.

(ii) This section shall not be construed as an attempt to preempt federal law.

(c) (i) It shall be a felony for any person to accept or perform employment for compensation knowing or in reckless disregard that the person is an unauthorized alien with respect to employment during the period in which the unauthorized employment occurred. Upon conviction, a violator shall be subject to imprisonment in the custody of the Department of Corrections for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$ 1,000.00) nor more than Ten Thousand Dollars (\$ 10,000.00), or both.

(ii) For purposes of determining bail for persons who are charged under this section, it shall be a rebuttable presumption that a defendant who has entered and remains in the United States unlawfully is deemed at risk of flight for purposes of bail determination.

EXAMPLE OF E-VERIFY CERTIFICATION LETTER

Date

TO: Project Owner
P. O. Box 12345
Anytown, MS 12345

RE: Compliance with Mississippi Employment Protection Act of 2008 and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996 (E-Verify);

Project Name _____
Project Number _____

The purpose of this letter is to inform you that _____ (Contractor and/or Subcontractor's Company Name) is in compliance with the Mississippi Employment Protection Act of 2008 as described in Senate Bill 2988 of the 2008 Regular Session of the Mississippi Legislature and the United States Illegal Immigration Reform and Immigration Responsibility Act of 1996. Our E-verify registration number is _____.

Attached, for your review, is a copy of the documentation showing our companies participation in the E-Verify program and upon request, copies of employee's certifications will be provided as they are kept in the employee's personnel file.

Our company understands if compliance with the above-mentioned Act is not followed, consequences may occur as contemplated in that Act.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

President of Company

If you are not already enrolled you may enroll by going to the E-Verify Web site at www.uscis.gov/e-verify follow the directions and tutorial.

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[END]