

Request for Qualifications

For

**TECHNICAL SUPPORT FOR DEVELOPMENT OF PHASE I OF
MISSISSIPPI'S DIGITAL EARTH MODEL (MDEM): STATE-WIDE
DIGITAL ORTHOIMAGERY AND DIGITAL
FLOOD INSURANCE RATE MAPS**

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PART IA. INTRODUCTION

In 2003, the Mississippi Legislature passed a new law creating "the Mississippi Coordinating Council for Remote Sensing and Geographic Information Systems." The new law directs this council to "set and assure enforcement of policies and standards to make it easier for remote sensing and geographic information system users around the state to share information and to facilitate cost-sharing arrangements to reduce the costs of acquiring remote sensing and geographic information system data." (See Miss. Code Ann. Section 25-58-21 Rev. 2003) The law also identifies the membership of the Council:

"The Mississippi Coordinating Council for Remote Sensing and Geographic Information Systems will be composed of the following members:

- (a) The Executive Director of the Mississippi Department of Environmental Quality;*
- (b) The Executive Director of the Mississippi Department of Information Technology Services;*
- (c) The Executive Director of the Mississippi Department of Transportation;*
- (d) The Executive Director of the Mississippi Emergency Management Agency;*
- (e) The Executive Director of Mississippi Development Authority;*
- (f) The Secretary of State;*
- (g) The Executive Director of the Mississippi Forestry Commission;*
- (h) The Director of the Mississippi State Board of Registered Professional Geologists;*
- (i) A representative from the Institutions of Higher Learning, appointed by the Commissioner of the Institutions of Higher Learning;*
- (j) One (1) mayor, serving a municipality, appointed by the Executive Director of the Mississippi Municipal League;*
- (k) The Executive Director of the Mississippi Municipal League or his designee who will serve as the member;*
- (l) One (1) county supervisor appointed by the Executive Director of the Mississippi Association of Supervisors;*
- (m) The Executive Director of the Mississippi Association of Supervisors or his designee who will serve as the member;*
- (n) A member of the Tax Assessors/Collectors Association, to be appointed by the president of that association;*
- (o) A representative of the Planning and Development Districts, appointed by the Governor;*
- (p) A Senator, as a nonvoting member, appointed by the Lieutenant Governor; and*

(q) A Representative, as a nonvoting member, appointed by the Speaker of the House."

The new law also amended Miss. Code Ann. Section 49-2-9, by adding the following:

"(2) The Mississippi Department of Environmental Quality, Office of Geology and Energy Resources shall be responsible for program management, procurement, development and maintenance of the Mississippi Digital Earth Model, which should include the following seven (7) core data layers of a digital land base computer model of the State of Mississippi:

- (a) Geodetic control;***
- (b) Elevation and bathymetry;***
- (c) Orthoimagery;***
- (d) Hydrography;***
- (e) Transportation;***
- (f) Government boundaries; and***
- (g) Cadastral.***

With respect to the cadastral layer, the authority and responsibility of the Mississippi Department of Environmental Quality, Office of Geology and Energy Resources shall be limited to compiling information submitted by counties.

For all seven (7) framework layers, the Mississippi Department of Environmental Quality, Office of Geology and Energy Resources shall be the integrator of data from all sources and the guarantor of data completeness and consistency and shall administer the council's policies and standards for the procurement of remote sensing and geographic information system data by state and local governmental entities."

Moreover, the new law at Miss. Code Ann. Sect 25-58-21 (rev. 2003) established the following as one of the responsibilities of the new Coordinating Council for Remote Sensing and Geographic Information Systems:

"Oversight of the Mississippi Department of Environmental Quality's development and maintenance of the Mississippi Digital Earth Model, including establishing policies and standards for the procurement of remote sensing and geographic information system data by state and local governmental entities and establishing the order in which the seven (7) core data layers shall be developed."

Pursuant to this new law, the Mississippi Department of Environmental Quality (MDEQ) intends to award one or more indefinite delivery order contract(s) to a private sector engineering and/or surveying firm to do two things: (1) develop Digital Flood Insurance Rate Maps (DFIRMs) for two to seven counties under Mississippi's grants from the Federal Emergency Management Agency (FEMA) and (2) develop statewide digital orthoimagery at specifications prescribed by the Mississippi Remote Sensing and Geographic Information Systems Coordinating Council. The products described in this Request for Qualifications (RFQ) must be produced so that they can in the future be incorporated into the larger scope of the Mississippi Digital Earth Model (MDEM). The selection of the firm will be based on demonstrated competence and qualification for the professional services required in accordance with Attachment I: Technical Evaluation Factors.

Thereafter, the Council will negotiate a contract for the topographic and orthophotographic mapping services described herein with the best-qualified firm(s). If a contract cannot be negotiated with the best-qualified firm(s),

negotiations with that firm(s) shall be terminated and initiated with the next best-qualified firm(s).

This RFQ in no way obligates the State of Mississippi to issue contracts or work orders. Additionally, all contracts and work orders will be subject to funding availability.

PART IB. WORK ORDERS

All work performed by the CONTRACTOR under this contract must be authorized by a work order. A work order is a document issued by MDEQ authorizing the CONTRACTOR to perform tasks associated with a specific site. MDEQ and the CONTRACTOR reserve the right to negotiate the terms of the work order, except those agreed to herein. Once agreed to and signed by both parties, the work order shall be performed in accordance with the terms and conditions of this contract. Each work order shall specify the tasks that the CONTRACTOR shall perform, shall establish a price for accomplishing those tasks, and shall provide a period of performance. The price shall be based upon the terms, conditions, and rates established during contract negotiations.

Each work order will include, at a minimum, (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

The CONTRACTOR shall acknowledge receipt of each work order by returning to the Contracting Officer a signed copy of the work order within (5) calendar days after its receipt. The CONTRACTOR shall begin work immediately upon receipt of a work order executed by the Executive Director of MDEQ.

Within 10 calendar days after receipt of a work order, the CONTRACTOR shall submit 2 copies of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 15 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the CONTRACTOR.

If the CONTRACTOR has not received approval on a work plan within 30 calendar days after its submission, the CONTRACTOR shall stop work on that work order. Also, if the Contracting Officer disapproves a work plan, the CONTRACTOR shall stop work until the problem causing the disapproval is resolved. In either case, the CONTRACTOR shall resume work only when the Contracting Officer finally approves the work plan.

Work orders shall not allow for any change to the terms or conditions of the contract. Where any language in the work order may suggest a change to the terms or conditions, the CONTRACTOR shall immediately notify the Contracting Officer.

Within 5 business days of receipt of the executed work order, the CONTRACTOR shall provide a Conflict of Interest (COI) certification, if necessary.

PART II. PROJECT DESCRIPTION

The project will consist of two parts:

- (1) Development of state-wide digital orthophotography (Part I, Phase 1 will be approximately \$1.5 to \$2.0 million, Part I, Phase 2 will be approximately \$5.0 to \$7.0 million) - see Part IV: Scope of Work
- (2) Development of DFIRMs and flood insurance reports for selected

counties (approximately \$1.9 to \$4.5 million) - see Part IV: Scope of Work

Project budgets estimated in (1) and (2) above may be greater or less than actual available funding.

PART III. SUBMISSION REQUIREMENTS

Submission Procedures

Engineering and/or surveying firms are invited to submit Letters of Qualification (LOQ) (not to exceed 50 pages, excluding federal forms, resumes, financial statements, and Part X, Certifications and Representations) for the project to MDEQ along with Federal Forms 254 and 255. **To be considered, submissions must be received no later than 5:00 P.M. CST, December 19, 2003. One signed original LOQ, and 15 complete copies, are required.**

Upon evaluation of the submitted information, a short list, developed by the selection team (see Attachment 1), of the most qualified firms will be developed. **In the event that interviews are required, it is anticipated that these will be held between January 5 - 9, 2004.**

Additionally, one copy of the prime firm's and subcontractors' most recent audited financial statements or similar evidence of financial stability shall be provided in a separate, sealed envelope. These will not count against the 50-page limit.

LOQ may be hand delivered to **Ms. Gloria Jones, Director, Purchasing & Contracts Division, Mississippi Department of Environmental Quality, 2380 Highway 80 West, Jackson, MS 39204** between the hours of 8 a.m. to 5 p.m., Monday through Friday.

LOQ may also be submitted to the following mailing address via certified U.S. Mail (or overnight express service that has tracking capability):

Ms. Gloria Jones
Director, Purchasing & Contracts Division
Mississippi Department of Environmental Quality
P.O. Box 10385
Jackson, MS 39289-0385

All firms intending to submit a LOQ as a prime firm are strongly encouraged to attend a PRE-SUBMITTAL CONFERENCE on December 5, 2003 at 1:00 P.M. at MDEQ, Southport Center, located at 2380 Hwy 80 West, Jackson, MS. **Firms should pre-register for the conference by calling Ms. Gloria Jones at (601)961-5540.**

Questions to be answered at the conference should be submitted in advance to Cragin Knox via e-mail at Cragin_Knox@deg.state.ms.us by 5:00 PM CST on December 3, 2003. A summary of all questions and answers from the conference will be subsequently posted on the Internet as an addendum to this announcement after the conference.

Upon evaluation of the LOQ, a short list of the most highly qualified firms will be developed. It is anticipated that the short-listed firms will be interviewed

between January 5 - 9, 2004. Short-listed firms will be notified in writing regarding the time, location, and format for the interview approximately one week prior to the interview.

Submission Format and Content

Technical RFQ proposal instructions are provided in more detail in Attachment 2 to this advertisement. LOQ shall not exceed 50 pages inclusive of the cover letter and exclusive of letters of commitment from subcontractors. It shall be typed using a font size 10 or larger on 8 ½" x 11" sheets, single-spaced, one side only with no less than one inch margins. To facilitate recycling, use of binders, dividers, tabs, etc., is prohibited; one staple or standard binder clip in the upper left-hand corner is preferred. Color printing is allowed. If a LOQ exceeds 50 pages, the pages in excess of 50 will be discarded and not considered in the evaluation.

The LOQ shall contain the following sections:

Section 1- Cover Letter

This letter shall be addressed to Ms. Jones and be from the prime firm interested in the project. The letter is limited to 2 pages and shall contain the following information:

- Project name and number;
- Expression of firm's interest in the project;
- Overview of project team members (consultants) and their proposed roles on the project;
- Statement regarding the firm's and team members' potential conflicts of interest for this project;
- Summation of information contained in the LOQ; and
- Signature of an authorized agent of the firm.

Section 2- RFQ Evaluation

This section shall contain information specifically addressing the selection criteria described under "TECHNICAL EVALUATION FACTORS" in Attachment 1 of this announcement. In responding to each criterion, the qualifications of the entire project team (including all subcontractors) should be addressed as indicated under this section and Attachment 1 of this announcement.

Where appropriate, the RFQ should include the following types of information:

A. Past Performance

1. Past performance on Digital Terrain Model (DTM) and Digital Orthophoto (DO) development or related work of a similar magnitude and complexity in topographic mapping and photogrammetry in the past five fiscal years with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules.
2. Past performance with respect to conducting hydrologic and hydraulic

studies suitable to the production of DFIRMs.

B. Ability of Professional Personnel

Identification of project personnel qualifications and experience as related to this project. Unique qualifications and availability of team members.

1. Demonstrated experience in the use of remote sensing, including Light Detection and Ranging system (LIDAR), Interferometric Synthetic Aperture Radar (IFSAR), traditional photogrammetry, and Global Positioning Systems (GPS) technologies to generate high resolution DTMs (also referred to as Digital Elevation Models (DEM));
2. Demonstrated experience in the data capture and development of large-scale, multi-county digital orthophotography;
3. Specialized experience of in-house staff using Geographic Information Systems (GIS) and other relevant technologies in the post-processing of mass elevation points, elevation surface modeling and contouring, breakline digitization and large volume data file management and delivery;
4. Specialized experience of the firm in preparing digital products and application of GIS technology in flood insurance studies including FIRMs or related civil engineering applications of a similar magnitude and complexity;
5. Professional license or certification including state of license or certification, year issued and identification number;
6. Number of licensed Photogrammetrists including state of license(s);
7. Tenure at present firm of professional key personnel involved in project.

C. Demonstrated Ability To Meet Time And Budget Requirements

As documented by previously completed projects.

D. Location

1. Selected firm(s) will be working closely with MDEQ and should be available for on-site consultation on short notice.

E. Recent, Current And Projected Work Load Of The Firm

1. Capacity of the firm's office applying for the work to deliver DTM and Digital Orthophotography within a 12-month period following awarding of the contract, initiate activities within two weeks notice and meet accelerated schedules;
2. Capability of the firm to coordinate and manage multiple consultants while meeting cost, schedule and performance requirements.

F. Creativity And Insight Related To The Project

1. Overview of any innovative approaches to be used;
2. Understanding of project approach;
3. Ability to leverage new and/or existing technologies and data sources to reduce costs or improve final products within budget.

G. Related Experience On Similar Projects

1. Type and location of similar work performed within the last 5 years. For each project, list location, dates, and size of project; types of work performed and products produced; and the name and current telephone number for at least three references.
2. Capacity of the firm's office applying for the work to requested digital data within a 12-month period, initiate activities within two weeks notice and meet accelerated schedules.
3. Capability of the firm to coordinate and manage multiple consultants while meeting cost, schedule and performance requirements.
4. Demonstrated experience in DTM development including, but not limited to, data capture, post-processing, accuracy assessment, and, where appropriate, use of data for hydrologic and hydraulic studies.
5. Demonstrated experience in large-scale Digital Orthophotography development including, but not limited to, data capture, georeferencing and rectification, accuracy assessment, and hardcopy production.

H. Equipment & Facilities

1. Make, model and specifications of major data collection, data processing and other equipment to be used in this project; and
2. Other facilities relevant to this project.

Section 3 - Supporting Information

This section shall contain the following information:

- A. Organizational chart of the proposed team for the project, including subcontractors;
- B. One-page resumes of key personnel to be used on the project and their anticipated role (include professional registration information, such as license numbers);
- C. Overall summary of personnel to be assigned by discipline and professional licensing;
- D. Documentation that the person in responsible charge of the work is a licensed Professional Engineer in the State of Mississippi in good standing with the Mississippi Board of Registration for Professional Engineers and Surveyors;
- E. Documentation that prime and subcontractors that are proposed to be performing engineering and/or land surveying are licensed in the State of Mississippi in good standing with the Mississippi Board of Registration for Professional Engineers and Surveyors;
- F. Documentation that the prime firm and any of its corporate subsidiaries to be used on the project, as well as all team members, are properly registered to do business in the State of Mississippi with the Office of the Secretary of State; and
- G. Letters of commitment for the project from the proposed subcontractors; and
- H. Description(s) of any past or present litigation activities of the prime and/or subcontractors relevant to scope and type of work outlined.

The number of pages allocated to Sections 2 and 3 can be determined at the prime firm's discretion as long as the total length of the LOQ does not exceed 50 pages and Section I does not exceed 2 pages. The letters of commitment can be no longer than one page, but do not count against the 50-page limit.

PART IV. (A) SOW FOR ORTHOIMAGERY

MDEQ will structure the State-wide digital orthophotography portion of the Scope of Work (SOW) into two phases based on performance and available funds. Phase I would be to acquire aerial photography state-wide at scales necessary to create 1"=100 ft (0.5 ft pixels), 1"=200 ft (1 ft pixels), and 1"=400 ft (2 ft pixels) digital orthoimages. Phase II would be to process the imagery to create digital orthoimagery state-wide at the resolutions listed above. It is expected that the chosen firm will be capable of performing both Phase I and II, but there is no guarantee that the chosen firm will perform both phases. At the end of Phase I all materials will be turned over to MDEQ as agent for the Council and will become the property of the Council.

In addition to capture and processing of the orthoimagery (Part IV A), an independent QA/QC agent, selected by and compensated by the Council, will be utilized to verify the completeness and accuracy of the acquired data (Part IV A-1). This agent will operate separately from the above firm(s) and report to the MDEQ as agent for the Council. The selected firm(s) shall cooperate fully with the QA/QC agent.

1. Phase I SOW

- a. Panchromatic, true color, or color infrared imagery will be collected with either traditional photogrammetric film mapping cameras or their digital counterparts. It is expected that most of the imagery will be of a scale necessary to create digital orthoimagery with 1 and 2 ft pixels; however, specific densely populated areas may require aerial imagery to be captured at scales required for 0.5 ft pixel digital orthoimagery.
 - b. The basis for collection of aerial photography and flight mission planning shall be either the county Index of Tax Maps, and/or a mission plan based on the outlines of incorporated and non-incorporated areas from the 2000 census data and a one-mile buffer, or a mission plan based on population density from the 2000 census data and a one mile border. Final agreement of the method will be determined in the contract. Prior to acquisition of photography, a flight index shall be prepared and submitted to the MDEQ for approval.
 - c. All photography shall be acquired with a minimum of 60% forward overlap and 30% sidelap.
 - d. Images shall be acquired during leaf-off conditions during the winter and spring of 2004.
 - e. All Phase I deliverables shall be delivered to MDEQ within 3 months of the end of flight operations (nominally by July 1, 2004)
 - f. Imagery shall be collected using airborne GPS techniques with an Inertial Measurement Unit GPS (IMU-GPS) solution.
 - g. Specifications associated with the aerial photography component shall follow those of the Aerial Photography Standards, 1995 Draft Standards for Aerial Photography published by ASPRS Specifications and Standards Committee
 - h. QA/QC procedures shall be documented with an understanding that the finished product must support reporting based on the National Standard for Spatial Data Accuracy (NSSDA).
 - i. Accuracy for finished product will meet horizontal specifications compatible with FEMA's horizontal accuracy guidelines at the final orthoimage scales.
 - j. Coordinate system and units will be consistent statewide and determined in final contract.
2. Phase I Deliverables (all in digital format, on a medium to be determined), shall include but not be limited to:
- a. Raw negative scans or digital images
 - b. List of survey control points
 - c. Final tile format
 - d. Coordinates of image centers

- e. Camera calibration report
- f. Federal Geographic Data Committee (FGDC) compliant metadata for imagery component
- g. Flight path

3. Phase II SOW:

Phase II effort shall incorporate the Phase I SOW, such that all of the required products for Phase I will be used in Phase II as a seamless continuation of the project.

- a. Digital photography either collected during Phase I or provided by Phase I work shall be rectified to create an orthogonal projection of digital photography (orthophotography).
 - b. Pixel resolutions shall be determined based on the flight plan specified in Phase I.
 - c. All digital orthoimages shall be delivered to the MDEQ within 9 months of acquiring base imagery or by March 31st 2005.
 - d. The orthophotos must support NSSDA at scales of 1:4,800 (1 inch to 400 feet or 2 foot pixels) for rural areas and 1:2,400 (1 inch to 200 feet or 1 foot pixels) for urban areas and orthographically corrected. All planning, specific requirements, and deliverables will be negotiated between the state and the successful vendor(s) in each task order.
 - e. Accuracy for finished product shall meet horizontal specifications compatible with FEMA's horizontal accuracy guidelines at the final orthoimage scales.
 - f. DEMs for bare earth shall be used or created to accomplish the stated accuracy requirements.
 - g. Digital orthoimages shall be provided in several common image formats and possibly in two different coordinate systems.
4. Phase II Deliverables (all in digital format, on a media to be determined), shall include but not be limited to:
- a. Digital orthoimages (format and tile sizes to be specified by MDEQ)
 - b. County-wide mosaics of orthoimages in MrSid (LizardTech) format
 - c. FGDC compliant Metadata for orthoimagery
 - d. QA/QC documentation using NSSDA terminology stating Root Mean Squared Error (RMSE) and 95% Accuracy for each orthoimage tile
 - e. DEM for each accompanying digital orthoimage for the entire area
 - f. ASCII x,y,z points
 - g. ASCII breaklines
 - h. QA/QC documentation using NSSDA terminology stating RMSE and 95% Accuracy for each DEM tile
 - i. FGDC compliant Metadata for DEM
 - j. Aero-Triangulation report

Part IV (A-1) Orthoimagery QA/QC Specifications

The final orthoimagery products acquired for the MDEM will be tested to insure that they meet or exceed the following criteria prior to acceptance by the Council. Testing to verify compliance with these acceptance criteria will be performed by the chosen contractor in Part IV (A) through their internal QA/QC processes and also through an independent QA/QC agent, selected by and compensated by the council, Part IV (A-1), prior to acceptance of the final products by the Council. The following criteria represent guidelines of the QA/QC acceptance process. The independent QA/QC agent should be capable of documenting that the end product either meets or fails the criteria listed below and is able to defend the final QA/QC statements.

Proposed Digital Orthophotography Acceptance Criteria

1"=400'-scale only		
1	RMSE of known ground points measured on the image	RMSE _x = RMSE _y = 4' (2 pixels) or RMSE _r = 1.4142*RMSE _x = 1.4142*RMSE _y = 5.657'
2	Absolute accuracy	NSSDA accuracy (20+ points) such that 1.73 * RMSE _r < 9.8'
3	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well defined ground features (roads, sidewalks, curbs).
4	Mismatch of features between 400 & 200 scale	Equal to or less than 6 feet on well defined ground features (roads, sidewalks, curbs). 8 foot maximum on all measurable features.
1"=200'-scale only		
5	RMSE of known ground points measured on the image	RMSE _x = RMSE _y = 2' (2 pixels) or RMSE _r = 1.4142*RMSE _x = 1.4142*RMSE _y = 2.8284
6	Absolute accuracy	NSSDA accuracy (20+ points) such that 1.73 * RMSE _r < 4.9'
7	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well defined ground features (roads, sidewalks, curbs).
8	Mismatch of features between 200 & 100 scales.	Equal to or less than 3 feet on well defined ground features (roads, sidewalks, curbs). 4 foot maximum on all measurable features
1"=100'-scale only		
9	RMSE of known ground points measured on the image	RMSE _x = RMSE _y = 1' (2 pixels) or RMSE _r = 1.4142*RMSE _x = 1.4142*RMSE _y = 1.4142'
10	Absolute accuracy	NSSDA accuracy (20+ points) such that 1.73 * RMSE _r < 2.4'
11	Mismatch of features along mosaic lines and production block boundaries of equal scale	Equal to or less than 3 pixels on well defined ground features (roads, sidewalks, curbs).
12	Mismatch of features between 100 & 400 scale	Equal to or less than 5 feet on well defined ground features (roads, sidewalks, curbs). 7 foot maximum on all measurable features.

QA/QC Deliverables:

1. Accuracy reports for each tile using the guidelines outlined in FGDC Geospatial Positioning Accuracy Standards Part 3 (FGDC-STD-007.3-1998) section 3.2.3.
2. Recommendations to resolve any problems that exist if specifications are not met. This may include reports of QA/QC check points and processes where necessary.

PART IV. (B) SOW FOR DFIRMS

1. Statement Objective: The objective of this Mapping Activity for the State of Mississippi is to develop a new or updated DFIRMs and FISS for DeSoto and Harrison Counties. The FIS and DFIRM will be produced in countywide DFIRM format. The DFIRM product will be referenced to the North American Vertical Datum of 1988 (NAVD 88).

Additionally, this project will include developing new and/or updated flood hazard data, as summarized in the following table:

County Name	Square Miles	Detailed Riverine		Detailed Coastal			Redelineation of SFHAs Using Effective Profiles	Refine/ Establish Zone A
		Hydrology	Hydraulics	Stillwater	Wave Height	Wave Runup		
DeSoto County	497	X	X				x	
Harrison County	593	X	X				x	

In addition to DeSoto County and Harrison County, MDEQ reserves the right to add up to five additional counties for DFIRM development as federal funds become available.

This project will be completed by the Mapping Partners listed below:

- 1) State of Mississippi, Dept. of Environmental Quality, Office of Geology (and contractors)
- 2) State of Mississippi, Mississippi Emergency Management Agency (MEMA)
- 3) Local Governments and Communities
- 4) Federal Emergency Management Agency (FEMA)

The activities, and who will complete them, are summarized in the table below. The Counties listed in the Statement Objective will be identified as a part of the detailed scoping process outlined in Activity 1A. Precise estimates of watershed areas and linear miles of streams to be studied in the counties listed in the above table will be determined based on detailed scoping activities as outlined in Activity 1A. The FEMA Q3 data will be the starting point for the DeSoto County map update. DeSoto County will provide 1 foot and 5 foot contours and DEM for data update.

The following sections describe the specific mapping activities associated with this mapping project. Each activity description identifies the responsible Mapping Partners, the Standards that must be met, and resultant map component. Activities listed under the Department of Environmental Quality (DEQ) column may include activities of contractor(s).

Activity	DEQ	FEMA	MEMA
Activity 1A - Scoping	X	X	X
Activity 1B - Outreach	X	X	X

Activity	DEQ	FEMA	MEMA
Activity 1C - Field Surveys and Reconnaissance	X		
Activity 2 - Topographic Data Procurement	X		
Activity 3 - Independent QA/QC of Topographic Data	X	X	
Activity 4 - Hydrologic Analyses	X		
Activity 4A - Coastal Hazard Analysis			
Activity 5 - Independent QA/QC of Hydrologic Analyses	X	X	
Activity 5A - Independent QA/QC of Coastal Hazard Analysis			
Activity 6 - Hydraulic Analyses	X		
Activity 7 - Independent QA/QC of Hydraulic Analyses	X	X	
Activity 8 - Floodplain Mapping (Detailed Riverine and Redelineation Using Effective Profiles)	X		
Activity 9- Independent QA/QC of Floodplain Mapping	X	X	
Activity 10 - Base Map Acquisition and Preparation	X		
Activity 11 - DFIRM Production (Non-Revised Areas)	X		
Activity 11A - Independent QA/QC of DFIRM Production (Non-Revised Areas)	X		
Activity 12 - Merging of Revised and Non-Revised Information		X	
Activity 12A - Application of DFIRM Graphic Specifications	X		
Activity 12B - Independent QA/QC of DFIRM Graphics		X	
Activity 13 - Preparation and Issuance of Preliminary FIS and FIRM		X	
Activity 14 - Post-Preliminary Processing	X	X	X

The following activities from the above reference table involve MDEQ and the successful contractor(s):

Activity 1A - Scoping

The scoping of each watershed will provide a refined SOW based on the statement objective, scoping process, and available funding. This refined SOW will refine the statement objective with the written approval of the Executive Director of MDEQ, the Executive Director of MEMA, and FEMA's Regional Project Officer. The Scoping of this project will be completed in accordance with FEMA's Scoping Guidelines.

Activity 1B - Outreach

Education and Outreach will be conducted through local and county governments, MDEQ and the successful contractor(s), MEMA, and FEMA in order to properly inform the citizens and provide the due process requirements. In an effort to further

describe the Flood Map Modernization Program to the public, outreach activities may include but not be limited to speaking engagements, mail outs, public service announcements, radio spots, development of a website, and meetings with local communities. All communication and coordination with local governments will be done in accordance with Title 44 Code of Federal Regulations Part 66.

Activity 1C - Field Surveys and Reconnaissance

To supplement any field reconnaissance conducted during the scoping phase of this Flood Map Project, MDEQ/contractor(s) shall conduct a detailed field reconnaissance of the specified study area to determine conditions along the floodplain(s), types and numbers of hydraulic and/or flood-control structures, apparent maintenance status of existing hydraulic structures, locations of cross sections to be surveyed, and other parameters needed for the hydrologic and hydraulic analyses, such as impermeable surfaces. In addition to the initial field reconnaissance, this activity includes conducting field surveys, including obtaining channel and floodplain cross sections, identifying or establishing Elevation Reference Marks (ERMs), and obtaining the physical dimensions of hydraulic and flood-control structures. MDEQ/contractor(s) is responsible for coordinating with other team members that may need field survey and reconnaissance data.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Activity 2 - Topographic Data Procurement

The State strongly believes that the success of its flood mapping modernization program is premised on achieving the following three conditions:

1. The new digital flood maps should be developed from high accuracy digital elevation base maps. The state has determined that the new base maps should consist of 1" = 100' and 1" = 400' scale derived from current and newly acquired digital orthophotography for urban and rural areas of the state, respectively. The source of this map will be digital orthophotography that represents actual and current conditions accurately.
2. The new digital flood maps should incorporate high accuracy, current digital elevation data. The State has established the following minimum accuracies for its elevation data in support of its flood mapping program:
 - 1' accuracy for floodplain and flat areas of the state
 - 2' accuracy for non-floodplain urban areas of the state
 - 5' accuracy for the remainder of the state (rural upland areas)

The State will utilize existing elevation data that MDEQ states as meeting the above criteria or will acquire and develop new elevation data when not already available.

3. The new flood maps will be developed digitally meeting FEMA's new county-wide DFIRM specifications. The flood maps will be accessible to the public via the Internet, thus reducing or eliminating the need for hard copy flood maps. Flood maps can then be printed on demand for needed areas.

To supplement the field surveys conducted under Activity 1C, additional topographic data of the overbank areas of flooding sources will be obtained from local communities, county government, state agencies, and new topographic data collected under this grant to delineate floodplain boundaries. MDEQ is

responsible for coordinating with other team members that may need or have questions about the data collected. Contour interval and/or accuracy for the topographic data used will be based on the existing FEMA guidelines and specifications. In the study areas, the topographic data obtained from new sources is primarily LIDAR, augmented by new aerial photography, and/or conventional surveys. Topographic data generation may constitute up to 50% of the cost of a map update.

This Activity also consists of developing topographic and/or DEMs for the subject flooding sources using the data collected in Activity 1C. Unless directed to do otherwise by FEMA, all new topographic data must be developed and submitted in digital format. Upon completion of LIDAR-based topographic data collection and processing for flooding sources listed in Section 1C, this data will be submitted to MDEQ and FEMA for an independent QA/QC review under Activity 3. Data for the remaining flooding sources will be submitted for an independent QA/QC review at the completion of this Activity. MDEQ/contractor(s) will be responsible for addressing all concerns or questions regarding this Activity raised during the QA/QC review outlined in Activity 3.

During the detailed scoping process outlined in Activity 1A, the justification and need for the development of this additional topographic and orthophotographic data collection and processing will be verified in greater detail. At that time (if it is determined to be necessary) final areas of interest for data collection will be determined. Approval of the use of any FEMA funds from this Mapping Activity Statement for the completion of this Activity will be agreed upon at that time by FEMA, MEMA, and MDEQ.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Activity 2, MDEQ shall make the following products available to FEMA.

- Hardcopy topographic maps;

Completed Form No. 5 of *Revisions to National Flood Insurance Program Maps, Application/Certification Forms and Instructions* (MT-2). Complete set of MT-2 forms are available from FEMA web site at http://www.fema.gov/fhm/dl_mt-2.shtm;

- Report summarizing methodology and results;
- Mass points and breaklines data on CD-ROM;
- Digital work maps with contours;
- Checkpoint analyses to assess the accuracy of data including RMSE calculations to support vertical accuracy;
- Identification of remote-sensing data voids and methods used to supplement data voids;
- National Geodetic Survey (NGS) data sheets for Network Control Points (NCPs) used to control remote sensing and ground surveys;
- Metadata compliant with Federal Geographic Data Committee standards.

Activity 3 - Independent QA/QC of Topographic Data

FEMA and MDEQ and their contractor(s) shall review the mapping data obtained under Activity 2 of this Mapping Activity Statement (MAS) to ensure that these data are consistent with FEMA standards as well as standard engineering practice and are sufficient to prepare or revise the FIRM. A list of what was reviewed

by MDEQ and their contractor(s) as QA/QC will be submitted to FEMA. QA/QC shall be conducted by an independent contractor.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix A, MDEQ shall make the following products available to FEMA.

- A Summary Report that describes the findings of the independent QA/QC review.
- Recommendations to resolve any problems that arise as a result of the internal QA/QC review.

Activity 4 - Hydrologic Analysis

Hydrologic analyses will be completed for designated drainage areas for the watershed(s) in the counties to be mapped. The hydrologic methods to be used in this analysis will be FEMA approved models. In addition, MDEQ/contractor(s) will be responsible for addressing all concerns or questions regarding this Activity raised during the QA/QC review.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MDEQ/contractor(s) shall make the following products available to FEMA.

- Digital copies of all hydrologic modeling (input and output) files for the 10%, 2%, 1%, and 0.2% annual chance storm events.
- "Summary of Discharges" table(s) presenting discharge data for each flooding source.
- Draft text for inclusion in the Hydrologic Analyses section of the FIS report.
- Appropriate application/certification form for hydrology from the Contractor(s).
- All backup data used in the analysis, including work maps.
- For GIS-based modeling, products include all input and output data, intermediate data processing products, GIS data layers, and final products.

Activity 4A - Coastal Hazard Analyses

MDEQ reserves the right to add this activity at a later date as FEMA funding and revised requirements become available.

Activity 5 - Independent QA/QC Review of Hydrologic Analysis

FEMA and MDEQ or one of its contractors shall review the technical, scientific, and other information completed under Activity 4 of this MAS to ensure that the data and modeling are consistent with FEMA standards and standard engineering practices and are sufficient to revise the FIRM. A list of what was reviewed by MDEQ or their contractor as QA/QC will be submitted to FEMA. MDEQ, as an agent of the Council, shall utilize an independent contractor to perform the

QA/QC. The contractor shall not be the same one who performed the Hydrologic Analyses. This work will include, at a minimum, the following activities:

- Review submittal for technical and regulatory adequacy, completeness of required information, application/certification forms, and supporting data and documentation. The technical review will focus on:
 - Use of acceptable models;
 - Use of appropriate methodology(ies);
 - Correctly applied methodology(ies)/model(s), including QC of input parameters;
 - Comparison with gage data and/or regression equations, if appropriate; and
 - Comparison with discharges for contiguous reaches or flooding sources.
- Maintain records of all contacts, reviews, recommendations, and actions and make them readily available to FEMA.
- Maintain an archive of all data submitted for hydrologic modeling review. All supporting data should be retained for 3 years from the date funding recipient submits its final expenditure report to FEMA.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A of this MAS.

Products: In accordance with the TSDN format described in Appendix A, MDEQ shall make the following products available to FEMA.

- A Summary Report that describes the findings of the independent QA/QC review; and
- Recommendations to resolve any problems that arise as a result of the QA/QC review.

Activity 5A - Independent QA/QC of Coastal Hazard Analysis

MDEQ reserves the right to add this activity at a later date as FEMA funding and revised requirements become available.

Activity 6 - Hydraulic Analyses

MDEQ or one of its contractor(s) will perform hydraulic analyses for the flooding sources scoped in Activity 1 of this MAS. The hydraulic methods to be used in this analysis will be FEMA approved models. The modeling will include the 10%, 2%, 1% and 0.2% annual chance storm events based on peak discharges computed under Activity 4 as well as floodway development. FEMA approved methods will be used for hydraulic analysis. In addition, MDEQ/contractor(s) will address all concerns or questions regarding this Activity raised during the independent QA/QC review under Activity 7.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MDEQ and its successful contractor(s) shall make the following products available to FEMA:

- Digital profiles of the 10%, 2%, 1% and 0.2% annual chance water-surface elevations representing existing conditions using FEMA's RASPLLOT program or similar software;
- FDTs for each subject flooding source. The FDTs must be compatible with the DFIRM database;

- Digital copies of all hydraulic modeling (input and output) files;
- Table with range of Manning's "n" values;
- An explanation for each unresolved message from CHECK-2 or CHECK-RAS program, as appropriate;
- All backup data used in the analyses;
- Draft text for inclusion in the Hydraulic Analyses section of the FIS report; and
- For GIS-based modeling, products include all input and output data, intermediate data processing products, GIS data layers, and final products.

Activity 7 - Independent QA/QC Review of Hydraulic Analyses

MDEQ or one of its contractors and FEMA shall review the technical, scientific, and other information completed under Activity 6 of this MAS to ensure that the data and modeling are consistent with FEMA standards and standard engineering practices and are sufficient to revise the FIRM. A list of what was reviewed by MDEQ or their contractor as QA/QC will be submitted to FEMA. QA/QC shall be conducted by an independent contractor. This independent QA/QC review of the hydraulic analyses will include, at a minimum, the following activities:

- Review submittal for technical and regulatory adequacy, completeness of required information, application/certification forms, and supporting data and documentation. The technical review will focus on:
 - Use of acceptable models;
 - Starting water-surface elevations;
 - Cross section geometry;
 - Manning's "n" values and expansion/contraction coefficients;
 - Bridge and culvert modeling;
 - Discharges;
 - Regulatory floodway computation methods; and
 - Tie-in to upstream and downstream non-revised profiles.
- Use FEMA-approved programs to flag potential problems and focus review efforts.
- Maintain records of all contacts, reviews, recommendations, and actions and make them readily available to FEMA.
- Maintain an archive of all data submitted for hydraulic modeling review. (All supporting data must be retained for 3 years from the date funding recipient submits its final expenditure report to FEMA.)

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A of this MAS.

Products: In accordance with the TSDN format described in Appendix A, MDEQ shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review and

- Recommendations to resolve any problems that arise as a result of the independent QA/QC review.

Activity 8 - Floodplain Mapping (Detailed Riverine and Redelineation Using Effective Profiles and Updated Topographic Data)

MDEQ/contractor(s) will delineate 1% and 0.2% floodplain and regulatory floodway boundaries for new detail studies in the watersheds identified under scoping activities detailed in Activity 1A. The mapping will incorporate all revised hydraulic modeling and newly acquired topographic data. MDEQ/contractor(s) will also incorporate all of the final Letters of Map Change as necessary. MDEQ/contractor(s) will delineate the floodplain boundaries for the 1% and 0.2% annual chance recurrence intervals and the regulatory floodway boundaries on a digital work map for current effective FIRM information. If new topography does not reflect the same hydraulic characteristics as in the effective study, MDEQ/contractor(s) will evaluate the topography to determine if changes are significant enough to invalidate the floodplain boundary and regulatory floodway boundary redelineations. In addition, MDEQ/contractor(s) will address all concerns or questions regarding this Activity raised during the independent QA/QC review.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MDEQ/contractor(s) shall make the following products available to FEMA:

- Digital work maps, with 1% and 0.2% annual chance floodplain boundary delineations, regulatory floodway boundary delineations, cross sections, base flood elevation (BFE), zone designation labels and all applicable base map features;
- DFIRM mapping files, in one of the GIS file and database formats specified in FEMA's DFIRM Specifications;
- Metadata files describing the DFIRM data, including the required information shown in the examples shown in FEMA's DFIRM Specifications;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale;
- A QA/QC report that includes a description and the results of all automated or manual QA/QC steps taken during the preparation of the DFIRM.

Activity 9 - Independent QA/QC Review of Floodplain Mapping

MDEQ or one of its contractors and FEMA shall review the floodplain work maps completed under Activities 8 and 9 of this Mapping Activity Statement to ensure that the results of the hydraulic analyses are accurately represented on the work maps. A list of what was reviewed by MDEQ or their contractor as QA/QC will be submitted to FEMA. MDEQ, as an agent of the Council, shall utilize an independent contractor to perform the QA/QC. The contractor shall not be the same one who performed the floodplain mapping. This work will include, at a minimum, the following activities:

- Review the cross sections for proper location and orientation on the work map and agreement with the Floodway Data Table.

- Review the BFE's shown on the work map for proper location and agreement with the results of the hydraulic modeling.
- Review the regulatory floodway widths for agreement with the widths shown in the Floodway Data Table and the results of the hydraulic modeling.
- Review the floodplain boundaries for agreement with the flood elevations shown in the Floodway Data Table and the contour lines and other topographic information shown on the work maps.
- Floodplain widths at cross sections must match floodway data table. Floodplain boundaries as shown on work maps match profiles.
- Ensure zone designations are indicated properly.
- Ensure DFIRM mapping files are in one of the GIS file and database formats specified in FEMA's DFIRM Specifications and conform to those specifications for content and attribution.
- Ensure metadata files describing the DFIRM data include the required information and follow the examples shown in FEMA's DFIRM specifications.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A of this MAS.

Products: In accordance with the TSDN format described in Appendix A, MDEQ shall make the following products available to FEMA:

- A Summary Report that describes the findings of the independent QA/QC review noting any deficiencies and providing recommendations to resolve them or agreeing with the mapping results; and
- An annotated work map with all questions and/or concerns indicated if necessary.

Activity 10 - Base Map Acquisition and Preparation

This activity consists of obtaining the digital base map for the project. MDEQ/contractor(s) shall:

- Obtain digital files (raster or vector) of the base map;
- Secure necessary permissions from the map source to allow FEMA's use and distribution of hardcopy and digital map products using the digital base map, free of charge;
- Certify that the digital data meet the minimum standards and specifications that FEMA requires for DFIRM production; and
- Populate the DFIRM database for base map features and applicable data.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MDEQ/contractor(s) shall make the following products available to FEMA:

- Written certification that the digital data meet the minimum FEMA standards and specifications; and
- Documentation that FEMA can use the digital base map.

Activity 11 - DFIRM Production (Non-Revised Areas)

For all flooding sources except those segments for which updated flood data will be developed under Activities 1 through 9, MDEQ/contractor(s) shall convert the information shown on the effective FIRM and Flood Boundary Floodway Map (FBFM) panels for all incorporated and unincorporated areas of the Counties listed in Table 1 to digital format in conformance with FEMA DFIRM specifications. MDEQ/contractor(s) shall use the base map acquired under Activity 10 for the conversion. V-zone areas will only be revised to reflect the newly acquired topographic data. Existing V-zone delineation will be digitized and incorporated into newly developed DFIRMs.

Standards: All work under Activity 11 shall be performed in accordance with the standards specified in Appendix A.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MDEQ and its contractor(s) shall make the following products available to FEMA:

- Digital work maps showing the 1- and 0.2-percent-annual-chance floodplain boundary delineations, regulatory floodway boundary delineations, cross sections, BFEs, flood insurance risk zone labels, and all applicable base map features;
- DFIRM mapping files, prepared in accordance with the requirements in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Metadata files describing the DFIRM data, including all required information shown in *Guidelines and Specifications for Flood Hazard Mapping Partners*;
- Complete set of plots of DFIRM panels showing all detailed flood hazard information at a suitable scale; and
- A Summary Report that describes and provides the results of all automated or manual QA/QC review steps taken during the preparation of the DFIRM, including a check that the road and floodplain relationship is maintained for all non-revised areas.

Activity 11A - Independent QA/QC of DFIRM Production (Non-Revised Areas)

QA/QC shall be conducted by an independent contractor. MDEQ/contractor(s) and FEMA shall review the DFIRM panels submitted under Activity 11 to ensure that the new DFIRM panels accurately represent the information shown on the effective FIRMs and FBFMs for the area mapped. This work shall include, at a minimum, checking the following:

- Cross sections were properly located and oriented as shown on the FIRM or FBFM.
- BFEs are properly located and agree with the BFEs shown on the FIRM.
- Regulatory floodway widths agree with the widths shown on the FIRM or FBFM.
- The 1 and 0.2-percent-annual-chance floodplain boundaries agree with the floodplain boundaries shown on the FIRM and the contour lines, other

topographic information, and planimetric information shown on the DFIRM base.

- For coastal studies, setup and run-up height elevations shown on the work map agree with those shown on the data table(s), and stillwater elevations are shown where coastal and riverine flooding studied in detail join.
- Flood insurance risk zone designations are indicated properly.
- Road and floodplain relationships are maintained for all unrevised areas.
- DFIRM mapping files meet the GIS file and database format requirements specified in FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners* and conform to those requirements for content and attribution.
- Metadata files describing the DFIRM data include the required information.

Standards: All work under Activity 11A shall be performed in accordance with the standards specified in Appendix A of this Mapping Activity Statement.

Deliverables: In accordance with the TSDN format described in described in Appendix M of *Guidelines and Specifications for Flood Hazard Mapping Partners*, MDEQ shall make the following products available to FEMA:

- A Summary Report that describes the findings of the QA/QC review noting any deficiencies in or agreeing with the mapping results;
- Recommendations to resolve any problems that are identified during the independent QA/QC review; and

An annotated copy of the DFIRM with all questions and/or concerns indicated, if necessary.

Activity 12A - Application of DFIRM Graphic Specifications

Upon completion of merging of effective and revised floodplain mapping into a single, updated DFIRM (Activity 14), MDEQ/contractor(s) shall apply the final FEMA DFIRM graphic specifications to the DFIRM mapping files. This work will include adding all required annotation, line patterns, area shading, and map collar information (e.g., map borders, title blocks, legends, and notes to user).

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MDEQ/contractor(s) shall make the following products available to FEMA.

- DFIRM mapping files in one of the GIS file and database formats specified in FEMA's DFIRM Specifications, provided on CD-ROM;
- DFIRM database files in one of the database formats specified in FEMA's DFIRM Specifications, provided on CD-ROM;
- Metadata files describing the DFIRM data including the required information based on the examples shown in FEMA's DFIRM Specifications, provided on CD-ROM;
- Complete set of plots of the DFIRM panels showing all the detailed flood hazard information at a suitable scale;

- A QA/QC report that includes a description and the results of all automated or manual quality assurance steps taken during the preparation of the DFIRM.

Activity 14 - Post-Preliminary Processing

This Activity consists of finalizing the DFIRM and FIS report after the preliminary FIS and DFIRM have been issued for public review and comment. The activities to be performed include:

- *Participating in Public Meetings:* When MEMA and MDEQ hold public meetings to present and discuss the results of this Flood Map Project, FEMA may attend the meetings and assist MEMA and MDEQ in the presentation as required. MDEQ's contractor shall attend all meetings and be available for assistance.
- *Resolving Appeals and Protests:* Appeals and protests received during the 90-day appeal period will be reviewed and resolved prior to finalizing the FIRMs and FIS report. MEMA and MDEQ/contractor(s) will provide support to FEMA in resolving appeals and protests. Activities may include, but not limited to, attending community meetings and assisting FEMA in addressing any issues that may arise in resolving appeals and protests from affected communities. For a typical appeal and protest, the following activities will be conducted: initial processing of the appeal/protest, performing a technical review of the appeal/protest, preparing letters to request additional data, performing revised analyses, and preparing a proposed resolution for FEMA's review. FEMA, MEMA, and MDEQ/contractor(s) will mail all associated correspondence upon authorization by FEMA.
- *Special Correspondence:* Comments received within the 90-day appeal period (referred to as "special correspondence") will be reviewed, and responses will be drafted by MEMA and MDEQ/contractor(s) for FEMA's review. MEMA and MDEQ will also mail the final correspondence upon authorization by FEMA.
- *Revise DFIRMs and FIS Report:* If necessary, FEMA, MEMA, and MDEQ will work with the successful contractor(s) responsible for preparing the DFIRM to prepare revised preliminary copies of the DFIRMs and FIS report, including all data tables and flood profiles. MEMA and MDEQ will mail all revised preliminary copies of DFIRMs and associated correspondence upon authorization by FEMA.
- *Letter of Final Determination:* FEMA will work with MEMA and MDEQ/contractor(s) to establish an effective date for the DFIRM and FIS report. Unless otherwise directed by FEMA, MEMA and MDEQ will prepare a Letter of Final Determination (LFD) for FEMA review and signature and prepare a final notice for publication in the *Federal Register*, will mail the LFD with appropriate enclosures and coordinate publication of the final notice in the *Federal Register*.
- *GPO Processing:* MDEQ/contractor(s) will prepare final copies of the DFIRM and FIS report, and provide them to MEMA and FEMA. This will include preparing camera-ready film negatives of the DFIRM and paper copies of the FIS report, including flood profiles; preparing appropriate paperwork to be included with DFIRM and FIS report materials, including the transmittal letter to the community CEO, the print processing worksheet, the Printing Requisition Form, and the Community Map Action Form; and delivering the final materials and paperwork to MEMA and FEMA in the format prescribed by FEMA.

- *Archiving Data:* MDEQ/contractor(s) will package the backup data and correspondence for this Flood Map Project and transmit it to the Engineering Study Data Package Facility. In addition, MDEQ will maintain and archive all the technical data for at least 3 years.

Standards: All work conducted under this Activity shall conform to the standards specified for this Activity in Appendix A.

Products: In accordance with the TSDN format described in Appendix B, MEMA and MDEQ/contractor(s) shall make the following products available to FEMA as required:

- Draft LFD and associated backup data and information for FEMA review;
- Draft Special Correspondence and backup data and information for FEMA review;
- Appeal and Protest resolution letters, and all backup data and information for FEMA review;
- One set of DFIRM negatives and paper FIS reports, including all updated data tables and flood profiles;
- Paperwork required for printing of DFIRM panels and FIS report;
- Complete DFIRM spatial database; and
- Completed and organized Engineering Study Data Packages.

PART V. DELIVERIES AND PERFORMANCE

Monthly Progress Report

(a) The CONTRACTOR(s) shall furnish one (1) copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. Work ordered using executed work orders shall include the estimated percentage of task completed during the reporting period for each work order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The CONTRACTOR(s) shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work order, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended,

amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(e) The report shall specify financial status at the work order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) A list of deliverables for each work order during the reporting period.

(f) The reports shall be submitted to the following people on or before the 10th of each month following the first complete reporting period of the contract.

1 copy to the Contracting Officer

1 copy to the Project Officer

Reports of Work

The CONTRACTOR shall prepare and deliver the below listed reports, including plans, evaluations, studies, analyses and manuals to the designated addressees.

Each report shall cite the contract number, identify MDEQ, and identify the name of the contractor preparing the report.

Required reports are:

MONTHLY PROGRESS REPORTS

OTHER REPORTS TO BE DETAILED IN SPECIFIC WORK ORDERS

Working Files

The CONTRACTOR shall maintain accurate working files (by task or work order) on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The CONTRACTOR(s) shall provide the information contained in its working files upon request of the Contracting Officer.

Advisory and Assistance Services

All reports containing recommendations to MDEQ shall include the following information on the cover of each report: (a) name and business address of the contractor; (b) contract number and work order number; (c) contract dollar amount; (d) name of the MDEQ Project Officer; and (e) date of report.

Period of Performance

The mapping activities outlined in **PART IV. (A) SOW**

- Phase I deliverables shall be due to MDEQ no later than July 1, 2004.
- Phase II deliverables shall be due to MDEQ no later than 9 months after issuance of the work order.

The mapping activities outlined in **PART IV. (B) SOW FOR DFIRMS** shall be completed and delivered before August 30, 2005. Work products developed under Activities 1 through 14 listed under Part IV. (B) shall be released to MDEQ as completed.

PART VI. CONTRACT ADMINISTRATION DATA

Terms of Payment

(a) Consideration

No payment shall be made except for work authorized by a work order or an amendment to a work order. No minimal payment is guaranteed by MDEQ. The method of payment shall be specified in work orders and will be based on the terms, conditions, and rates established at the award or the contract. Documentation of labor and travel costs shall be in accordance with formats approved by MDEQ.

(b) Invoices

The CONTRACTOR shall submit itemized invoices accompanied by supporting documentation for work completed on a monthly basis to: **Mississippi Department of Environmental Quality, Attn: Invoices, P. O. Box 20326, Jackson, Mississippi 39289-1326.**

In order to be considered properly submitted, an invoice must meet the following requirements:

(1) The CONTRACTOR shall prepare its invoice on the prescribed Government Forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The CONTRACTOR may submit self-designed forms which contain the required information.

(2) The CONTRACTOR shall prepare a contract level invoice in accordance with the invoice preparation instructions identified as a separate attachment in Attachment 3: Invoice Preparation Instructions of this RFQ. Invoices related to contract work authorized by individual work orders shall also include a summary of the current and cumulative amounts claimed by cost element for each work order and for the contract total, as well as any supporting data for each work order as identified in the instructions.

(3) The invoice payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(4) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(5) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the CONTRACTOR obtain from the subcontractor cost information in the detail set forth in this

RFQ. This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes).

(6) Invoices must clearly indicate the period of performance for which payment is requested. Separate invoices are required for charges applicable to the basic contract and each option period.

(7) Invoices shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices shall be the same as the period for monthly progress reports required under this contract.

(8) The invoices shall be submitted by the fifteenth (15th) day of each month in a format acceptable to MDEQ. MDEQ shall have the authority to approve the invoices, and no payments shall be made without the approval of MDEQ. MDEQ shall use its best efforts to approve invoices within two (2) weeks of submittal. Payments shall be made within forty-five (45) days after submission of the CONTRACTOR's invoices for services performed. When discrepancies occur regarding portions of invoiced amount, MDEQ shall pay the undisputed amount in accordance with this part. The disputed item(s) will be paid within thirty (30) days of when the discrepancies are resolved.

(c) Contractual Limit

The sum of all payments to the CONTRACTOR(s) by MDEQ for services performed under the terms of this contract shall be established by individual executed work orders up to a total contract amount of \$10,000,000.00. The contractual limit shall not constitute an encumbrance of funds. Funds shall be encumbered only at the time of the execution of a work order.

(d) Loss of Funding

It is hereby agreed by both MDEQ and the CONTRACTOR(s) that the continuance of this agreement past June 30 of any calendar year shall be based upon availability of funds. Should there be no funds available for the succeeding fiscal year, the contract shall be canceled as of June 30 with no further obligations on the part of MDEQ. Provided, however, that all payments due for the period prior to the June 30 cancellation date shall be paid in full. In the event that funds become unavailable, MDEQ will notify the CONTRACTOR in writing to terminate work being done. MDEQ will not issue a work order until sufficient funding is available.

Contract Administration Representatives

MDEQ Project Officer(s) for this contract: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

CONTRACTOR(s) Project Officer: TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

RESPONSIBILITY OF THE CONTRACTOR

(a) The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all data collection, imagery quality assurance, reports, interpretations of data, analyses and other services furnished by the CONTRACTOR under this contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in the CONTRACTOR's imagery data, digital maps, designs, drawings, specifications, reports, and other services.

(b) The CONTRACTOR shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable MDEQ requirements in effect on the date of execution of this contract.

(c) MDEQ's approval of deliverables, and incidental work or materials furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the technical adequacy of the CONTRACTOR's work. Neither MDEQ's review, approval, acceptance nor payment for any of the services shall be construed as a waiver of any rights under this contract or of any cause for action arising out of the performance of this contract.

(d) The CONTRACTOR shall be, and shall remain, liable in accordance with applicable law for all damages to MDEQ (and to the federal agency involved if federal monies were used in whole or in part to fund this contract) caused by the CONTRACTOR's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies attributable to MDEQ, MDEQ furnished data or any third party. The CONTRACTOR shall not be responsible for any time delays in the project caused by circumstances beyond the CONTRACTOR's control. MDEQ has the right to make the sole determination as to when circumstances are beyond the CONTRACTOR's control, provided, however, that any disagreements with such determinations are subject to resolution under the Remedies clause of this contract.

(e) The CONTRACTOR's obligations under this clause are in addition to the CONTRACTOR's other express or implied assurances under this contract or state law and in no way diminishes any other rights that MDEQ may have against the CONTRACTOR for faulty materials, equipment, services or other work.

SUBCONTRACT CONSENT

The CONTRACTOR shall submit the information required by the "Subcontracts" clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the CONTRACTOR of his decision.

Consent is given to issue the following subcontracts:

TO BE DETERMINED AT CONTRACT AWARD

CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

The CONTRACTOR is responsible for all work assigned to the CONTRACTOR under this contract whether or not the CONTRACTOR produces it. Subcontracts must comply with the cost principles in 40 CFR 31.22. The CONTRACTOR certifies that

subcontracting will comply with 40 CFR Part 33.295. In the event that an audit discovers that pricing methods used by subcontractors do not meet this standard, the CONTRACTOR shall indemnify MDEQ for the costs set aside by MDEQ as a result of such a discovery. Further, MDEQ will consider the CONTRACTOR to be the sole point of contact with regard to matters governed by this contract, including payment of any and all charges resulting from this contract. If any part of the work is to be subcontracted, the CONTRACTOR must provide a complete description of work subcontracted and descriptive information about the subcontractor's organization and abilities when submitting a work plan. MDEQ reserves the right to approve all subcontractors before use for work under this contract. The CONTRACTOR shall perform a cost or price analysis before selecting subcontractors. This analysis should consider factors similar to those shown on EPA Form 5700-41. The CONTRACTOR is responsible for ensuring that the subcontractor complies with all provisions of this contract. The CONTRACTOR shall not utilize the services of any firms which have been suspended under 40 CFR Part 32. The CONTRACTOR must comply with the requirements regarding subcontracts to debarred and suspended parties described in 40 CFR 31.35. The CONTRACTOR may award a subcontract only to a responsible contractor as described in 40 CFR 31.36(b)(8) and must insure that each subcontractor performs in accordance with all provisions of the contract. The CONTRACTOR shall take affirmative steps to ensure that small, minority and women's businesses are used when possible as sources of supplies, construction and services, as specified in 40 CFR Part 33.240. The CONTRACTOR shall report on compliance with 40 CFR Part 33.240 quarterly by submitting to MDEQ the information required on standard Form 334, (MBE/WBE Utilization under Federal Grants, and other Federal Financial Assistance). The CONTRACTOR shall pay all subcontractors less any retainage within fifteen (15) days, of receipt of payment to the CONTRACTOR by MDEQ. The CONTRACTOR shall cooperate and coordinate with other MDEQ contractors, and shall ensure that all subcontractors coordinate and cooperate with other MDEQ contractors. A contractor must comply with the provisions of 40 CFR 35.6610 in its award of subcontracts. (This section does not apply to a supplier's procurement of materials to produce equipment, materials, and catalog, off-the-shelf, or manufactured items).

The CONTRACTOR shall be responsible for ensuring that construction subcontractors comply with the provisions of the Davis-Bacon Act requirements (40 U.S.C. 276a-276a-7), the Copeland Regulations (29 CFR Part 3), the Contract Work Hours and Safety Standards Act-Overtime Compensation (940 U.S.C. 327-333), and the nondiscrimination provisions in Executive Order 1 1246 in effect on the date of execution of this contract.

STATE PROPERTY

(a) The CONTRACTOR shall not fabricate or acquire, on behalf of the State, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting Officer.

(b) In accordance with paragraph (a) above, the CONTRACTOR is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "State Property" clause.

NONE

(c) The State will provide the following item(s) of State property to the CONTRACTOR for use in the performance of this contract. This property shall be used and maintained by the CONTRACTOR in accordance with the provisions of the "State Property" clause.

NONE

PART VII. SPECIAL CONTRACT REQUIREMENTS

Notification of Conflicts of Interest Regarding Personnel

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The CONTRACTOR agrees to notify immediately MDEQ's Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the CONTRACTOR. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The CONTRACTOR agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the CONTRACTOR shall immediately notify the Contracting Officer of the personal conflict of interest. The CONTRACTOR shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The CONTRACTOR agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

Insurance Coverage

The CONTRACTOR shall maintain the following liability insurance coverage.

<u>Type of Policy</u>	<u>Limits of Liability</u>	<u>Description</u>
Worker's Compensation	Statutory Mississippi	
Automobile Liability	\$ 1,000,000 combined single limit (bodily injury and property damages)	All owned, non-owned, and hired vehicles
General Liability	\$ 1,000,000 per occurrence and in the aggregate	Broad Form Comprehensive General Liability

The CONTRACTOR shall provide a certificate of insurance confirming coverage to MDEQ upon the signing of this contract and copies of policies if requested thereafter.

Insurance: Liability To Third Persons

(a) (1) Except as provided in subparagraph (2) immediately following, the CONTRACTOR shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

(2) The CONTRACTOR may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the CONTRACTOR is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

State and Local Taxes

The CONTRACTOR or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available.

The CONTRACTOR is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The CONTRACTOR shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The CONTRACTOR shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The CONTRACTOR may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the State.

Technical Direction

(a) The MDEQ Project Officer is the primary representative of the MDEQ Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the MDEQ Project Officer may be authorized to provide technical direction. If individuals other than the MDEQ Project Officer are authorized to provide technical direction, their names will be specified in the executed work order.

(c) Technical direction includes:

(1) Direction to the CONTRACTOR(s) which assists the CONTRACTOR(s) in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the work order or technical direction document statement of work. The MDEQ Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, work order or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, work order or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, work order or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the MDEQ Contracting Officer and the MDEQ Project Officer.

Key Personnel

(a) The CONTRACTOR(s) shall assign to this contract the following key personnel:

PROJECT MANAGER
CHIEF ENGINEER
SENIOR PHOTOGRAMMETRIC AND GIS SPECIALIST
SENIOR DTM SPECIALIST

(b) During the first ninety (90) calendar days of performance, the CONTRACTOR shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The CONTRACTOR shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the CONTRACTOR shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The CONTRACTOR(s) shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the CONTRACTOR within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

Fabrication or Acquisition of Nonexpendable Property

The CONTRACTOR shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

Approval of Contractor Travel

(a) Any CONTRACTOR travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the State that is identified in the contract Statement Of Work (and/or any applicable work order). The CONTRACTOR shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the State. Until the Project Officer specifically approves the travel proposed under a work order (apart from approval of the remainder of the work order- see paragraph (e) below), the CONTRACTOR shall not perform travel.

Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of MDEQ travel policies.

(c) Travel expenses for MDEQ employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local State officials, academicians, etc.) except for employees of the CONTRACTOR, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the CONTRACTOR shall submit a separate written request to the Project Officer for each instance of travel for the CONTRACTOR (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

2. Description of circumstances necessitating the travel. Identify the work order(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as another direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, CONTRACTOR personnel shall clearly identify corporate affiliation at the start of any meeting. While attending FEMA-sponsored meetings, conferences, symposia, etc. or while on a State site, CONTRACTOR personnel shall wear a badge which identifies the individual as a CONTRACTOR employee. CONTRACTOR personnel are strictly prohibited from acting as a representative of MDEQ at meetings, conferences, symposia, etc.

Approval of Training

(a) The CONTRACTOR shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement of Work. The CONTRACTOR shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the CONTRACTOR shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, State and local requirements prior to assigning any task that require such training. The CONTRACTOR shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

(b) The State will not directly reimburse the cost for CONTRACTOR employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (c) below.

(c) There may be occasions when it is determined to be in the best interest of the State to reimburse the CONTRACTOR for the direct cost of training associated with a requirement that represents a unique State need unrecognized at the time of contract award. When such circumstances occur, the CONTRACTOR shall secure the Contracting Officers prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

(1) Individual to be trained. (Identify position and job duties under contract.)

(2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work order(s) that will benefit from training and describe in detail how the training relates to the Statement of Work and job duties under the contract.)

(3) Estimated cost. (Include a cost breakdown. Explain why this is the

most cost effective means to fulfill the contract requirements.)

(d) The Contracting Officer will provide the CONTRACTOR with written approval or disapproval of the request. Approval of work plans that include training as another direct cost element shall not be construed to mean the training is approved; i.e., the CONTRACTOR shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

Authorized Representatives of the Project Officer

The Work Order Manager (WOM) referenced in the clause entitled TECHNICAL DIRECTION (DEVIATION), is the individual authorized by the Contracting Officer on an individual Work Order (WO) to: 1) receive WO deliverables; 2) to receive copies of monthly progress reports specific to the WO(s) for which the WOM is authorized; 3) to attend meetings with the project officer and CONTRACTOR in order to monitor progress of those WOs for which he/she is cognizant; and 4) to provide technical direction on those WOs subject to the limitations of the above TECHNICAL DIRECTION clause.

State - Contractor Relations

(a) The State and the CONTRACTOR understand and agree that the services to be delivered under this contract by the CONTRACTOR to the State are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the State and the CONTRACTORS employees. It is therefore in the best interest of the State to afford both parties a full and complete understanding of their respective obligations.

(b) CONTRACTOR personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a State employee.

(2) Be placed in a position of command, supervision, administration or control over State personnel, or personnel of other contractors, or become a part of the State organization.

(3) Be used in administration or supervision of State procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this contract do not require the CONTRACTOR or his employees to exercise personal judgment and discretion on behalf of the State, but rather, the CONTRACTORS employees will act and exercise personal judgment and discretion on behalf of the CONTRACTOR.

(2) Rules, regulations, directives and requirements which are issued by MDEQ under its responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on State

transportation. This is not to be construed or interpreted to establish any degree of State control which is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments under this contract are not subject to Federal income tax withholding.

(2) Payments under this contract are not subject to Federal Insurance Contributions Act.

(3) The CONTRACTOR is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance under this contract.

(4) The CONTRACTOR is not entitled to any workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the CONTRACTOR for performance of this contract is contained in the provisions for payment under this contract.

Equal Opportunity

(a) During performance of this contract, the CONTRACTOR agrees as follows:

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(2) The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:

- (i) employment,
- (ii) upgrading,
- (iii) demotion,
- (iv) transfer,
- (v) recruitment or recruitment training,
- (vi) layoff or termination,
- (vii) rates of pay or other forms of compensation, and
- (viii) selection for training, including apprenticeship.

(3) The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, such notices as are provided by MDEQ setting forth the provisions of this equal opportunity clause.

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

(5) The CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract, or understanding, the notice to be provided by MDEQ advising the labor union or worker's representative of the CONTRACTOR's commitments under this equal opportunity clause, and shall post copies of the notice in conspicuous places easily seen by employees and applicants for employment.

(6) The CONTRACTOR will comply with Executive Order 11246 of September 24, 1965 and the rules, regulations and orders of the Secretary of Labor.

(7) The CONTRACTOR will furnish MDEQ all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto.

(8) The CONTRACTOR shall permit access to its books, records and accounts by MDEQ and the Office of Federal Contract Compliance (OFCCP) for the purpose of investigation to ascertain the CONTRACTOR's compliance with the applicable rules, regulations and orders.

(9) In the event of the CONTRACTOR's noncompliance with the equal opportunity clause or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further departmental contracts, under the procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(10) The CONTRACTOR will include the provisions of paragraph (a) (1) through (a) (10) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations and orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

(11) The CONTRACTOR will take such action with respect to any subcontract or purchase order as MDEQ may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by MDEQ, the CONTRACTOR may request the State and/or the United States, if federal monies are used in whole or in part to fund the contract, to enter into the litigation to protect the interest of the State or the United States.

(b) Each CONTRACTOR shall be required to submit an SF-257, Monthly Employment Utilization Report, directly to the appropriate Office of Federal Contract Compliance Programs (OFCCP) Area Office.

(c) The CONTRACTOR shall ensure that any person assigned to perform services hereunder meets the employment eligibility requirements of the immigration and naturalization laws including but not limited to the Immigration Reform and Control Act of 1986.

Small, Minority, And Women's Businesses

It is the federal grantor agency's policy to award a fair share of contracts to small minority and women businesses. The Contractor shall ensure, to the fullest extent possible, that at least the applicable fair share objectives for supplies, equipment and services are made available to Minority Business Enterprises (MBE)/Women Business Enterprises (WBE). The Contractor shall also include in its bid documents for Subcontractors the following fair share of objectives:

Equipment:	3.7% MBE and 3.0% WBE
Supplies:	1.1% MBE and 1.8% WBE
Services:	1.7% MBE and 2.3% WBE

Contractors awarded contracts with full or partial federal funding will abide by the following affirmative steps and will include this clause in any subcontracts at any tier:

- (a) Including small, minority and women's businesses on solicitation lists;
- (b) Assuring that small, minority and women's businesses are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority and women's businesses;
- (d) Establishing delivery schedules, where the requirements of the work permits, which will encourage participation by small, minority and women's businesses;
- (e) Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and
- (f) Including these steps in any subcontracts awarded under this contract.

Recycled Paper.

Pursuant to EPA Order 1000.25, dated January 24, 1990, the Contractor agrees to use recycled paper for all reports which are prepared as a part of the contract and delivered to MDEQ. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

Hotel/Motel Fire Safety Act of 1990.

If, in the course of this contract, the Contractor conducts meetings at hotels or motels, including but not limited to, conferences, conventions, training sessions, and seminars, the Contractor shall conduct such meetings at hotels or motels that are in compliance with the Hotel and Motel Fire Safety Act of 1990 (P.L. 101-391). A list of certified hotels and motels will be provided upon the request of the Contractor. It is possible to have additional facilities added to the list if sufficient time is allowed.

Lobbying Disclosure Act of 1995.

If the Contractor is an organization described in Section 501 (c) (4) of the Internal Revenue Code of 1986, then the Contractor warrants that it does not and will not, engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1995.

The Contractor agrees to refrain from entering into any subcontract under this contract with any organization described in Section 501 (c) (4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of this contract.

PART VIII. CONTRACT CLAUSES

Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity

(a) If MDEQ receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub.L. 104-106), the State may:

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which

(i) The CONTRACTOR or someone acting for the CONTRACTOR has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the CONTRACTOR or someone acting for the CONTRACTOR has engaged in conduct constituting an offense punishable under subsection 27(e) (1) of the Act.

(b) If the State rescinds the contract under paragraph (a) of this clause, the State is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the State specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

Notification of Ownership Changes

(a) The CONTRACTOR shall make the following notifications in writing:

(1) When the CONTRACTOR becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the CONTRACTOR shall notify the Contracting Officer within 30 days.

(2) The CONTRACTOR shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The CONTRACTOR shall:

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the CONTRACTOR's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each CONTRACTOR ownership change.

(c) The CONTRACTOR shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

State Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts)

(a) State-furnished property.

(1) The term "CONTRACTOR's managerial personnel," as used in paragraph (g) of this clause, means any of the CONTRACTOR's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of:

(i) All or substantially all of the CONTRACTOR's business;

(ii) All or substantially all of the CONTRACTOR's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The State shall deliver to the CONTRACTOR, for use in connection with and under the terms of this contract, the State-furnished property described in the Schedule or specifications, together with such related data and information as the CONTRACTOR may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "State-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that State-furnished property suitable for use will be delivered to the CONTRACTOR at the times stated in the Schedule or, if not so stated, in sufficient time to enable the CONTRACTOR to meet the contract's delivery or performance dates.

(4) If State-furnished property is received by the CONTRACTOR in a condition not suitable for the intended use, the CONTRACTOR shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at State expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the CONTRACTOR, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If State-furnished property is not delivered to the CONTRACTOR by the required time or times, the Contracting Officer shall, upon the CONTRACTOR's timely written request, make a determination of the delay, if any, caused the CONTRACTOR and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in State-furnished property

(1) The Contracting Officer may, by written notice, (i) decrease the State-furnished property provided or to be provided under this contract or (ii) substitute other State-furnished property for the property to be provided by the State or to be acquired by the CONTRACTOR for the State under this contract. The CONTRACTOR shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the CONTRACTOR's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the State has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title

(1) The State shall retain title to all State-furnished property.

(2) Title to all property purchased by the CONTRACTOR for which the CONTRACTOR is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the State upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the CONTRACTOR, shall pass to and vest in the State upon:

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the State, whichever occurs first.

(4) All State-furnished property and all property acquired by the CONTRACTOR, title to which vests in the State under this paragraph (collectively referred to as "State property"), are subject to the provisions of this clause. Title to State property shall not be affected by its incorporation into or attachment to any property not owned by the State, nor shall State property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of State property. The State property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration.

(1) The CONTRACTOR shall be responsible and accountable for all State property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The CONTRACTOR shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of State property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to State property, the risk of which has been assumed by the State under this contract, the State shall replace the items or the CONTRACTOR shall make such repairs as the State directs. However, if the CONTRACTOR cannot effect such repairs within the time required, the CONTRACTOR shall dispose of the property as directed by the Contracting Officer. When any property for which the State is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The State and all its designees shall have access at all reasonable times to the premises in which any State property is located for the purpose of inspecting the State property.

(g) Limited Risk of loss

(1) The CONTRACTOR shall not be liable for loss or destruction of, or damage to, the State property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The CONTRACTOR shall be responsible for loss or destruction of, or damage to, the State property provided under this contract (including expenses incidental to such loss, destruction, or damage):

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the CONTRACTOR is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the CONTRACTOR is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the CONTRACTOR's managerial personnel; or

(v) That results from a failure on the part of the CONTRACTOR, due to willful misconduct or lack of good faith on the part of the CONTRACTOR's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of State property as required by paragraph (e) of this clause.

(3) (i) If the CONTRACTOR fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the CONTRACTOR's managerial personnel) of the State's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the CONTRACTOR's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the State property shall be presumed to have resulted from such failure unless the CONTRACTOR can establish by clear and convincing evidence that such loss, destruction, or damage:

(A) Did not result from the CONTRACTOR's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the CONTRACTOR.

(4) If the CONTRACTOR transfers State property to the possession and control of a subcontractor, the transfer shall not affect the liability of the CONTRACTOR for loss or destruction of, or damage to, the property as set forth above. However, the CONTRACTOR shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all State property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The CONTRACTOR shall notify the contracting officer upon loss or

destruction of, or damage to, State property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The CONTRACTOR shall take all reasonable action to protect the State property from further damage, separate the damaged and undamaged State property, put all the affected State property in the best possible order, and furnish to the Contracting Officer a statement of:

- (i) The lost, destroyed, or damaged State property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the State property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The CONTRACTOR shall repair, renovate, and take such other action with respect to damaged State property as the Contracting Officer directs. If the State property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the CONTRACTOR's) that separation is impractical, the CONTRACTOR may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the State. Such sales may be made in order to minimize the loss to the State, to permit the resumption of business, or to accomplish a similar purpose. The CONTRACTOR shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the State may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the CONTRACTOR's liability under this paragraph (g) when making any such equitable adjustment.

(7) The CONTRACTOR shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, State property, except to the extent that the State may have expressly required the CONTRACTOR to carry such insurance under another provision of this contract.

(8) In the event the CONTRACTOR is reimbursed or otherwise compensated for any loss or destruction of, or damage to, State property, the CONTRACTOR shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged State property or shall otherwise credit the proceeds to, or equitably reimburse, the State, as directed by the Contracting Officer.

(9) The CONTRACTOR shall do nothing to prejudice the State's rights to recover against third parties for any loss or destruction of, or damage to, State property. Upon the request of the Contracting Officer, the CONTRACTOR shall, at the State's expense, furnish to the State all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the State) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any

loss or destruction of, or damage to, State property, the CONTRACTOR shall enforce for the benefit of the State the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the State. The right to an equitable adjustment shall be the CONTRACTOR's exclusive remedy. The State shall not be liable to suit for breach of contract for:

(1) Any delay in delivery of State-furnished property;

(2) Delivery of State-furnished property in a condition not suitable for its intended use;

(3) A decrease in or substitution of State-furnished property; or

(4) Failure to repair or replace State property for which the State is responsible.

(i) Final accounting and disposition of State property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the CONTRACTOR shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of State property not consumed in performing this contract or delivered to the State. The CONTRACTOR shall prepare for shipment, deliver f.o.b. origin, or dispose of the State property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the State as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from State property; provided, however, that the Contracting Officer may authorize or direct the CONTRACTOR to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the CONTRACTOR's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the CONTRACTOR's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the State:

(1) May abandon any State property in place, at which time all obligations of the State regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the CONTRACTOR's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the State-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other State property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

LIQUIDATED DAMAGES, GOODS AND NONPROFESSIONAL SERVICES:

Delivery of the final and accepted products is required not later than July 1, 2004, for **Part IV (A) Phase 1**, not later than March 31, 2005 for **Part IV (A) Phase 2**, and not later than August 30, 2005 for **Part IV (B)** (all activities). Acceptance of the product is contingent on meeting QA/QC standards outlined in contract. Multiple delivery dates may be substituted based on contractors progress. It is understood and agreed by the offeror that time is of the essence in the delivery of supplies, services, materials, or equipment of the character and quality specified in the proposal document. In the event these specified supplies, services, materials, or equipment are not delivered by the date specified there will be deducted, not as a penalty but as liquidated damages, the sum of \$3,000 per day for each and every calendar day of delay beyond the time specified; except that if the delivery be delayed by any act, negligence, or default on the part of the State of Mississippi, public enemy, war, embargo, fire, smoke, floods, clouds or explosion not caused by the negligence or intentional act of the contractor or his supplier(s), or by riot, sabotage, or labor trouble that results from a cause or causes entirely beyond the control or fault of the contractor or his supplier(s), a reasonable extension of time as the procuring public body deems appropriate may be granted. Upon receipt of a written request and justification for any extension from the contractor, the purchasing office may extend the time for performance of the contract or delivery of goods herein specified, at the purchasing office's sole discretion, for good cause shown.

PERFORMANCE AND PAYMENT BONDS:

The successful offeror shall deliver to MDEQ an executed State of Mississippi Standard Performance Agreement in the sum of the contract amount, with the State of Mississippi as obligee. The surety shall be a surety company or companies approved by the Secretary of State and State Insurance Commission to transact business in the State of Mississippi. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by MDEQ. Standard bond forms will be provided by the purchasing office prior to or at the time of award.

Applicable Law.

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the state. The CONTRACTOR shall comply with applicable federal and state local laws and regulations.

Severability.

If any term or provision of this contract is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of the contract shall be valid and enforceable to the fullest extent permitted by law.

Termination.

This contract may be terminated as follows:

a. Termination Upon Bankruptcy:

This contract may be terminated in whole or in part by MDEQ upon written notice to the CONTRACTOR, if the CONTRACTOR should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the CONTRACTOR of an assignment for the benefit of its creditors. In the event of such termination, the CONTRACTOR shall be paid an amount for all services actually performed pursuant to this contract, but in no case shall said compensation exceed the total contract price; or

b. Termination for Convenience:

MDEQ or the CONTRACTOR may terminate this contract for any reason after giving written notice to the other party of such termination and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. The CONTRACTOR shall be paid an amount for all services actually performed in connection with this contract, but in no case shall said compensation exceed the total contract price; or

c. Termination for Cause:

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner, as determined by MDEQ, its obligations under this contract, or if the CONTRACTOR shall violate any of the terms or conditions of this contract, and that breach continues for ten (10) days after the CONTRACTOR receives written notice from MDEQ, then MDEQ shall thereupon have the right to terminate this contract. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for satisfactory work completed on documents, services or materials collected and/or prepared by the CONTRACTOR in connection with this contract. Such compensation shall in no case exceed the total contract price.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to MDEQ for damages sustained by MDEQ by virtue of any breach of this contract by the CONTRACTOR, and MDEQ may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due MDEQ from the CONTRACTOR are determined. MDEQ may also pursue any remedy available to it in law or in equity.

Contract Changes.

MDEQ may, at any time, by written order, make changes within the general scope of the contract as to the services or work to be performed. If such changes cause an increase or a decrease in the CONTRACTOR's cost or time required to perform any services under this contract, whether or not changed by any order, MDEQ shall make an equitable adjustment and modify this contract in writing. The CONTRACTOR must assert any claim for adjustment under this clause in writing within thirty (30) days from the

date it receives MDEQ's notification of change, unless MDEQ grants additional time before the date of final payment. No services for which the CONTRACTOR will charge an additional compensation shall be furnished without the written authorization of MDEQ.

Stop Work Order.

(1) Order to Stop Work. The procurement officer, may, by written order to the CONTRACTOR at any time, and without notice to any surety, enquire the CONTRACTOR to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, MDEQ shall either:

- (a) cancel the stop work order; or
- (b) terminate the work covered by such order as provided in Paragraph 2 of this contract.

(2) Cancellation or Expiration of the Order. If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Service price, or both, and the contract shall be modified in writing accordingly, if:

- (a) the stop work order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this contract; and

- (b) the CONTRACTOR asserts a claim for such an adjustment within 30 days after the end of the work period of work stoppage; provide that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

(3) Termination of Stopped Work. If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

**PART IX. LIST OF DOCUMENTS, EXHIBITS, APPENDICES, AND OTHER
ATTACHMENTS**

List OF ATTACHMENTS

Number	Attachment Title
1	TECHNICAL EVALUATION FACTORS
2	TECHNICAL PROPOSAL INSTRUCTIONS
3	INVOICE PREPARATION INSTRUCTIONS
4	MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF INTEREST (COI) PLANS

(NOTE - Part X must be completed and submitted with LOQ)

PART X. REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

Taxpayer Identification

(a) Definitions

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the State to collect and report on any delinquent amounts arising out of the offeror's relationship with the State (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

[] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[] Offeror is an agency or instrumentality of a foreign government;

[] Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

Type of Business Organization

The offeror or respondent, by checking the applicable box, represents that--

(a) It operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as an individual, a partnership, a nonprofit organization, a joint venture, or a corporation, registered for business in (country) _____.

Place of Performance

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____

Organizational Conflict of Interest Certification

The offeror is is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Part VII of the solicitation for further information.)

General Financial and Organizational Information

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at MDEQ or update all outdated information on file.

(a) Contractor's Name: _____

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept): _____

(c) Telephone Number: _____

(d) Individual(s) to contact re this proposal: _____

(e) Cognizant Government:

Audit Agency: _____

Address: _____

Auditor: _____

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime
contracts and subcontracts: \$ _____

Government fixed-price prime contracts
and subcontracts: \$ _____

Commercial Sales: \$ _____

Total Sales: \$ _____

(2) Total Sales for first and second fiscal years immediately
preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year \$ _____

Total Sales for Second Preceding Fiscal Year \$ _____

(g) Is company a separate rate entity or division?

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized: _____

(i) Manpower:

Total Employees: _____

Direct: _____

Indirect: _____

Standard Work Week (Hours): _____

(j) Commercial Products: _____

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating
costs under Government contracts. (Check appropriate blocks.)

	<u>Estimated/ Actual Cost</u>	<u>Standard Cost</u>
Estimating System		
Job Order	_____	_____
Process	_____	_____
Accumulating System		
Job Order	_____	_____
Process	_____	_____

Has your cost estimating system been approved by any Government agency?

Yes _____ No _____

If yes, give name and location of agency: _____

Has your cost accumulation system been approved by any Government agency?

Yes _____ No _____

If yes, give name and address of agency: _____

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

<u>Fiscal Year</u>	<u>Indirect Cost Rate</u>	<u>Basis of Allocation</u>
Fringe Benefits	_____	_____
Overhead	_____	_____
G&A Expense	_____	_____
Other	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any State or Federal agency? Yes _____ No _____

If yes, name and location of the State or Federal agency:

Date of last pre-award audit review by a State or Federal agency: _____.

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.)

(o) Cost estimating is performed by:

Accounting Department _____

—

Contracting Department _____

—

Other _____

—

(Describe)

(p) Has system of control of Government property been approved by a State or Federal agency?

Yes _____ No _____

If yes, name and location of the State or Federal agency:

Social Security Numbers of Consultants and Certain Sole Proprietors and Privacy Act Statement

(a) Section 6041 of Title 26 of the U.S. Code requires MDEQ to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from MDEQ under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by MDEQ of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by MDEQ for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line:

Certification Regarding Lobbying

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, state contract funded in whole or in part with federal funds, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers and that all subrecipients shall certify and disclose accordingly.

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

Signature Block

I hereby certify that the responses to the above Representations, Certifications, and other statements are accurate and complete.

Signature: _____
Title : _____
Date : _____

PART XI. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

Organizational Conflict of Interest Notification

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

Proposed Contract Start Date--Level of Effort Contract

For proposal preparation purposes, offerors may assume a contract start date of **1/16/2004**, and that the required effort will be uniformly incurred throughout each contract period.

Past Performance Information

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and major (over \$500,000) proposed subcontractors.

The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses which are of similar scope, magnitude, and complexity to that which is detailed in the RFQ. Include the following information for each contract and subcontract:

- (1) Name of contracting activity.
- (2) Contract number.
- (3) Contract title.
- (4) Contract type.
- (5) Brief description of contract or subcontract.
- (6) Total contract value.
- (7) Period of performance.
- (8) Contracting officer and telephone.
- (9) Program manager and telephone.
- (10) Administrative Contracting Officer, if different from #8, and

telephone.

(11) List of major (over \$500,000) subcontractors (if applicable).

(c) Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

(1) If no response is received from a reference, MDEQ will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded.

(2) If none of the references respond, an offeror will receive a neutral score. Attempts to obtain responses will generally not go beyond two telephonic messages and/or written requests from MDEQ, unless otherwise stated in the solicitation.

(d) If negative feed back is received from an offeror's reference, MDEQ will compare the negative response to the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. Negative and/or positive responses will only be revealed to an offeror when holding discussions.

(e) Offerors must send Client Authorization Letters to each reference listed in their proposal to assist in the timely processing of the past performance evaluation.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant directly related or similar past performance. If an offeror does not indicate whether past performance history exists, the offeror's proposal may be considered ineligible for award.

(2) Client Authorization Letters should be mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the Contracting Officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Each offeror will be evaluated on performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, and complexity to this requirement. Past Performance information will be used for both responsibility determinations and as an evaluation factor for award against which offeror's relative rankings will be compared to assure the best value to MDEQ. MDEQ will focus on information that demonstrates quality of

performance relative to the size and complexity of the procurement under consideration. The Past Performance Questionnaire identified in Section J will be used to collect this information. References other than those identified by the offeror may be contacted by MDEQ and used in the evaluation of the offeror's past performance.

(h) The Contracting Officer will retain the information collected on past performance in the official contract file.

Quality Assurance (QA) Program Plan

Each offeror, as a separate and identifiable part of its technical proposal, shall submit a Quality Assurance (QA) program plan setting forth the offeror's capability for quality assurance. The plan shall address the following:

(a) A statement of policy concerning the organization's commitment to implement a QA/QC program to assure generation of measurement data of adequate quality to meet the requirements of the Statement of Work.

(b) An organizational chart showing the position of a QA function or person within the organization. It is highly desirable that the QA function or person be independent of the functional groups which generate measurement data.

(c) A delineation of the authority and responsibilities of the QA function or person and the related data quality responsibilities of other functional groups of the organization.

(d) The type and degree of experience in developing and applying Quality Control/Quality Assurance procedures to the proposed sampling and measurement methods needed for performance of the Statement of Work.

(e) The background and experience of the proposed personnel relevant to accomplish the QA specifications in the Statement of Work.

(f) The offeror's general approach for accomplishing the QA specifications in the Statement of Work.

Conflict of Interest Plan

As part of the initial offer, offerors should submit an Organizational Conflict of Interest (COI) Plan which outlines the procedures in place to identify and report conflicts of interest, whether actual or potential, throughout the period of contract performance. The plan shall address step by step the checks and balances in place to detect potential or actual conflict of interests, organizationally and with personnel that could result from activities covered by the Statement of Work. The COI plan shall be incorporated into any resulting contract.

Violating Facilities

The CONTRACTOR shall comply with all applicable standards, orders or

requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order II 738, and federal regulations (40 CFR Part 15) which prohibits the use under nonexempt federally funded contracts, grants, or loans of facilities on the List of Violating Facilities.

Energy Efficiency

The CONTRACTOR shall comply with mandatory standards and policies concerning energy efficiency contained in the State's energy conservation plan promulgated in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Litigation Responsibilities

The CONTRACTOR shall provide witnesses and documentation of activities performed and costs incurred under this contract to MDEQ and to appropriate federal agencies during the period of three years from termination of the contract, or until any cost recovery action related to the site(s) is completed, whichever is longer. The CONTRACTOR shall be entitled to fair and just compensation for any such activities performed, unless the need for said witnesses and documentation arises from a suit against MDEQ based on or arising from work done by the CONTRACTOR.

Assignments

The CONTRACTOR shall not assign, transfer, convey or otherwise dispose of any of its rights or duties under this contract without the prior written consent of MDEQ.

Hold Harmless

CONTRACTOR agrees to indemnify, save and hold harmless MDEQ, the Council, MEMA, FEMA, and the State of Mississippi from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees or expenses incurred by MDEQ, the Council, MEMA, FEMA, or the State due to or arising from the actions or inactions of the CONTRACTOR or the CONTRACTOR's agents or employees to the extent the claims arise from or are attributable to the negligent, intentional or malicious performance of the work under this contract, in the preparation to perform such work, or to the use of the CONTRACTOR's facilities or equipment or the use of facilities or equipment provided to the CONTRACTOR under the terms of this contract.

Ownership of Documents

All drawings, specifications, data, photos, and other work products prepared by the CONTRACTOR in the performance of its obligations under this contract shall be exclusive property of the Council and shall be remitted to MDEQ upon the expiration or cancellation of this contract. The CONTRACTOR may retain one copy for the CONTRACTOR's files. The CONTRACTOR shall not provide data generated or otherwise obtained in the performance of his responsibilities under a contract to any party other than MDEQ, appropriate federal agencies and their authorized agents. The CONTRACTOR shall not use, willingly allow, or

cause to have such materials used for any purpose other than performance of the CONTRACTOR's obligations under this contract without the prior written consent of MDEQ. The CONTRACTOR may label all materials with a disclaimer which clearly describes MDEQ as the client for which the work was prepared and which limits the validity of the data to specified uses.

Patents and Copyrights

(a) Notice and Assistance

(1) The CONTRACTOR must report to MDEQ, promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement occurring under this contract.

(2) In the event of any claim or suit against the state or federal government, on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the CONTRACTOR must furnish to MDEQ, when requested, all evidence and information in possession of the CONTRACTOR pertaining to such suit or claim. Such evidence and information will be furnished at the expense of MDEQ except where the CONTRACTOR has agreed to indemnify MDEQ.

(3) The CONTRACTOR must include in each subcontract in excess of \$10,000 a clause substantially similar to the foregoing provisions.

(b) Authorization and Consent

MDEQ and the federal government, if this is a federally funded contract, gives their authorization and consent for all use and manufacture of any invention described in and covered by a patent held by the State of Mississippi or the United States in the performance of this contract and any subcontract.

(c) Rights in Data and Copyrights

(1) The term "subject data" as used in this article includes writing, technical reports, sound recordings, magnetic recordings, computer programs, computerized data bases, data bases in hard copy, pictorial reproductions, plans, drawings, including engineering or manufacturing drawings, specifications or other graphical representations, and works of any similar nature (whether or not copyrighted) which a Contractor submits or which MDEQ specifies to be delivered under this contract or which a Contractor develops or produces and MDEQ pays for under this contract.

(2) Except as may be otherwise provided in this contract, when publications, films or similar materials are developed directly or indirectly from a contract funded wholly or in part by the federal government or the State of Mississippi, the author is free to arrange for copyright without approval. However such materials shall be subject to the provisions of 40 CFR 30.518. The CONTRACTOR agrees to and does hereby grant to the State of Mississippi and to the federal government, and to its officers, agents and employees acting within the scope of their official duties, a royalty free, nonexclusive, and irrevocable license throughout the world for state or federal government purposes to publish, translate, reproduce, deliver, perform, dispose of and to authorize others so to do, all subject data, or copyright material based on

such data, covered by copyright now or in the future.

(3) The CONTRACTOR shall not include in the subject data any copyrighted matter without the written approval of MDEQ, unless he provides MDEQ with the written permission of the copyright owner for the state or federal government to use the copyrighted matter in the manner provided in paragraph (c) (2) above.

(4) Nothing contained in this clause shall imply a license to the state or federal government under any patent or be construed as affecting the scope of any license or other rights otherwise granted to the state or federal government under any patent.

(5) Unless otherwise limited below, the state or federal government may, without additional compensation to the CONTRACTOR, duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data.

(6) Notwithstanding any provisions of this contract concerning inspection and acceptance, the state and federal government shall have the right at any time to modify, remove, obliterate, or ignore any marking restricting disclosure of subject data if the marking is not authorized by the terms of this contract.

(7) Data need not be furnished for standard commercial items or services which are normally sold, or have been sold, or offered to the public commercially by any supplier and which are incorporated as component parts in or to be used with the product or process being developed or investigated under this contract, if in lieu thereof identification of source and characteristics (including performance specifications, when necessary) sufficient to enable the state or federal government to procure the part or practice the process, or acquire an adequate substitute, are furnished.

(8) In addition to any data specified elsewhere in this contract to be furnished to MDEQ, the CONTRACTOR shall retain and, upon written request of MDEQ at any time during the life of this contract or within two years after final payment, deliver any subject data not previously delivered.

Debarment

(a) General

It is MDEQ's policy to do business only with participants which properly use federal assistance. Thus MDEQ shall deny participation in contracts by those who have been debarred or suspended under 40 CFR 32. Debarment and suspension shall be used to protect the interests of MDEQ and are not intended as sanctions, penalties or forms of punishment.

(b) Causes for Debarment

Any person or its affiliate may be debarred for the following:

- (1) Conviction of or a civil or nolo contendere judgment obtained for:

- (i) Criminal commission of fraud, embezzlement, theft, forgery, bribery, falsification or destruction of records, or receiving stolen property;
- (ii) Violation of law or regulation relating to personal or organizational conflict of interest as an incident to obtaining, attempting to obtain, or in the performance of, federally or state assisted programs or public contracts; or
- (iii) Violation of federal or state antitrust statutes arising out of submission of applications, bids or proposals.

(2) Involvement in bribery or other unlawful to corrupt practices on a public contract or publicly assisted project.

(3) A willful or serious failure to perform, or a recent history of substantial noncompliance with the terms of, one or more federal assistance agreements, contracts or subagreements.

(4) Violation of any contractual provision against receipt of contingent fees.

(5) Record of noncompliance with rules and regulations governing public assistance and contracts so as to indicate a careless attitude toward good faith compliance.

(6) Debarment by any federal or state of Mississippi agency.

(7) Failure to pay debts to the federal government that have been finally adjudicated and that are not subject to a good faith defense by the debtor.

(8) Doing business on any federally funded project, or portion thereof, with a person, who, at the time of the initiation of such business, was listed on the Master List as specified in 40 CFR 32.400 and it is known or should have been known that the person was on the list.

(9) For any other causes of a serious and compelling nature indicating lack of business integrity or competency which may be determined to justify debarment.

(c) Contractors and subcontractors must not make any award or permit any award at any tier to any party which is debarred or suspended (see 40 CFR 32.300) or is otherwise excluded from or is ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". Failure to abide by this clause shall be adequate grounds for termination of this contract for default.

Supersession

MDEQ and the CONTRACTOR agree that this and other appropriate clauses in 40 CFR 33.1030 apply to all work attributed to be performed under this contract

and that these clauses attributed to 40 CFR 33.1030 supersede any conflicting provisions of this contract.

Price Reduction for Defective Cost or Pricing Data

(a) The CONTRACTOR and subcontractor, where appropriate, assure that the cost and pricing data submitted for evaluation with respect to negotiation of prices for negotiated contracts, lower tier subcontracts and change orders is based on current, accurate and complete data supported by their books and records. If MDEQ determines that any price (including profit) negotiated in connection with this contract, lower tier subcontract or amendment thereunder was increased by any significant sums because the data was incomplete, inaccurate or not current at the time of submission, then such price or cost or profit shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) If MDEQ determines under paragraph (a) of this clause that a price or cost or profit reduction should be made, the CONTRACTOR agrees not to raise the following matters as defense:

(1) The CONTRACTOR or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted.

(2) The responsible MDEQ procurement official should have known that the cost or pricing data in issue were defective even though the CONTRACTOR or subcontractor took no affirmative action to bring the character of the data to the attention of MDEQ.

(3) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(4) The CONTRACTOR or subcontractor did not submit a certificate of current cost or pricing data.

(c) Failure to agree on a reduction shall be subject to the Remedies clause of the contract.

Records

(a) The CONTRACTOR shall retain and maintain all of its records with respect to all matters covered by this contract until three (3) years after final payment for the work performed under this contract. In addition those records which relate to any controversy arising under this contract, to litigation, to the settlement of claims arising out of such performance, or to costs or items to which an audit exception has been taken, shall be retained and maintained until three (3) years after the date of resolution of such appeal, litigation, claim or exception.

(b) At any reasonable time during normal business hours the CONTRACTOR shall make available to MDEQ, for examination, all of its records with respect to all matters covered by this contract and will permit MDEQ, to audit, examine and make excerpts or transcripts from such records of personnel, conditions of

employment and other data relating to all matters covered by the contract. For federally funded work under this contract the CONTRACTOR shall comply with the record keeping and access requirements set out in this RFQ.

(c) The CONTRACTOR and any subcontractors must maintain all records pertaining to the project including, but not limited to:

- (1) Bid records;
- (2) Contract documents;
- (3) Change orders and supporting records;
- (4) Progress reports;
- (5) Periodic estimates and payment vouchers;
- (6) Stop-work orders;
- (7) Claims and disputes, with complete back-up evidence.

Written permission must be obtained from MDEQ before disposing of any of the records produced under this contract.

Audit; Access to Records

(a) The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of state or federally funded work under this contract in accordance with generally accepted accounting principles (GAAP) and practices consistently applied, and 40 CFR Part 30 in effect on the date of execution of the contract. The CONTRACTOR shall also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 33.290 for any negotiated contract or change order and a copy of the cost summary submitted to MDEQ. FEMA, the Comptroller General of the United States, the United States Department of Labor, MDEQ or any auditors in their employ or under contract representing these departments as agents, the Auditor of the State of Mississippi, the Attorney General of the State of Mississippi, any member of the Legislature of the State of Mississippi, the Chief of the Financial Division or of the Purchasing and Travel Division of the Office of Finance and Administration or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The CONTRACTOR will provide proper facilities for such access and inspection.

(b) If this is a formally advertised, competitively awarded, fixed price contract, the CONTRACTOR agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting contract price. In the case of all other types of prime contracts, the CONTRACTOR agrees to make paragraphs (a) through (g) applicable to all subcontracts it awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.

(c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the federal government, the State and MDEQ.

(d) The CONTRACTOR agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of

the agencies referred to in paragraph (a).

(e) Records under paragraphs (a) and (b) above shall be maintained by the CONTRACTOR during performance of any work under this contract and for the time periods specified in 40 CFR Part 30. In addition, those records which relate to any controversy arising under a federal assistance agreement, litigation, the settlement of claims arising out of such performance or to costs or items to which an audit exception has been taken shall be maintained by the CONTRACTOR for the time periods specified in 40 CFR Part 30.

(f) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time as long as the records are maintained.

(g) This right of access clause to financial records applies to all contracts (except formally advertised, competitively awarded, fixed price contracts), all contract change orders and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders and contract amendments:

- (1) To the extent the record pertains directly to contract performance;
- (2) If there is any indicator that fraud, gross abuse or corrupt practices may be involved; or
- (3) If the contract is terminated for default or for convenience.

Covenant Against Contingent Fees

The CONTRACTOR assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this assurance, MDEQ shall have the right to annul this contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

Gratuities

(a) If MDEQ finds after a notice and hearing that the CONTRACTOR or any of the CONTRACTOR's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the State or any federal agency providing funds used in this contract in an attempt to secure a contract or favorable treatment in awarding, amending or making any determination related to the performance of this contract, MDEQ may, by written notice to the CONTRACTOR, terminate this contract. MDEQ may also pursue other rights and remedies that the law or this contract provides.

However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this contract.

(b) In the event this contract is terminated as provided in paragraph (a), MDEQ may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the contract by the CONTRACTOR, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall not be less than three or more than ten times the costs the CONTRACTOR incurs in providing any such gratuities to such officer or employee.

Anti-Kickback Procedures

(a) Definitions

(1) "Kickback", as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or receiving favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

(2) "Person", as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(3) "Prime contract", as used in this clause, means a contract or contractual action entered into by MDEQ for the purpose of obtaining supplies, materials, equipment or services of any kind.

(4) "Prime contractor", as used in this clause, means a person who has entered into a prime contract with MDEQ.

(5) "Prime contractor employee", as used in this clause, means any officer, partner, employee or agent of a prime contractor.

(6) "Subcontract", as used in this clause, means a contract or contractual action entered into by a prime contractor or subcontractor for the purpose of obtaining supplies, materials, equipment or services of any kind under a prime contract.

(7) "Subcontractor", as used in this clause,

(i) means any person, other than the prime contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(ii) includes any person who offers to furnish general supplies to the prime contractor or a or higher tier

subcontractor.

(8) "Subcontractor employee", as used in this clause, means any officer, partner, employee or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime contractor to MDEQ or in the contract price charged by a subcontractor to a prime contractor or higher tier subcontractor.

(c) Procedures

(1) The CONTRACTOR shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in his own operations and direct business relationships.

(2) When the CONTRACTOR has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the CONTRACTOR shall promptly report in writing the possible violation. Such reports shall be made to the Director of Administration of MDEQ.

(3) The CONTRACTOR shall cooperate fully with any state or federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) MDEQ may:

(i) Offset the amount of the kickback against any monies owed by MDEQ under the prime contract and/or

(ii) direct that prime contractor withhold from sums owed a subcontractor under the prime contract, monies in the amount of the kickback. MDEQ may order that monies withheld under paragraph (c) (iv) (2) of this clause be paid over to MDEQ unless MDEQ has already offset those monies under paragraph (c) (iv) (1) of this clause. In either case the prime contractor shall notify MDEQ when the monies are withheld.

(5) The CONTRACTOR agrees to incorporate the substance of this clause, including paragraph (c) (5) but excepting paragraph (c) (1), in all subcontracts under this contract.

Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment

number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by MDEQ by the time and at the place specified for receipt of bids.

Certification Of Independent Price Determination

The offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without (for the purpose of restricting competition) any consultation, communication, or agreement with any other offeror or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

PART XII. EVALUATION FACTORS FOR AWARD

Evaluation Factors For Award

(a) MDEQ will make award(s) to the responsible offeror whose offer conforms to the solicitation and is most advantageous to MDEQ.

(b) Technical Evaluation Criteria:

SEE ATTACHMENT 1

Evaluation of Contract Options

For award purposes, in addition to an offeror's response to the basic requirement, MDEQ will evaluate its response to all options. Evaluation of options will not obligate the MDEQ to exercise the options. For this solicitation the options are as specified in Part VII.

Evaluation of Conflict of Interest Plan

The plan described in the Part XI clause entitled CONFLICT OF INTEREST PLAN will be evaluated as acceptable or not acceptable. Notwithstanding any other evaluation of the offeror's proposal, an offeror that submits a plan that is unacceptable at the time of award will not be eligible for a contract award.

ATTACHMENT 1

TECHNICAL EVALUATION FACTORS

TECHNICAL EVALUATION FACTORS

I. SUMMARY OF EVALUATION FACTORS AND WEIGHTS

A. Past Performance	30 Points
B. Corporate Experience	15 Points
C. Qualifications of Key Personnel	20 Points
D. Program Management Plan	25 Points
E. Quality Assurance Program Plan	<u>10 Points</u>
Total	100 Points

II. DESCRIPTION OF EVALUATION FACTORS

A. Past Performance 30 Points

Demonstrated performance on contracts and/or subcontracts performed during the past five years, including active contracts and subcontracts, in the areas of quality of products or services; timeliness of performance; cost control; and customer satisfaction. Offeror should discuss performance on contracts and subcontracts that are of a type of work similar to the requirements of the Statement of Work.

B. Demonstrated Corporate Experience 15 Points

Demonstrated corporate experience in fulfilling similar requirements to those outlined in the Statement of Work relative to the following sub-factors:

1. Demonstrated corporate experience in fulfilling the technical requirements for contracts of similar scope and technical complexity as that specified in this solicitation. (8 Points)
2. Demonstrated corporate experience in managing contracts of similar size and type to the requirements of this solicitation (multiple work orders with on-going tasks), to include the control and management of subcontractors. (7 Points)

C. Qualifications and Availability of Key Personnel 20 Points

1. Demonstrated technical qualifications (education and experience) and availability of the proposed Key Personnel relative to the requirements of the Statement of Work. (10 Points)
2. Demonstrated managerial experience of the proposed Key Personnel who will be assigned management oversight responsibilities under the resulting contract, in successfully managing contracts of a similar size and scope to the requirements of this solicitation. (10 Points)

D. Adequacy of Management Plan 25 Points

Demonstrated effectiveness of the proposed program management plan specifically tailored to the activities that will be conducted to fulfill the requirements of the Statement of Work to ensure timely, high-quality, cost effective performance under the resulting contract, as measured by the following sub-factors:

1. Demonstrated adequacy of the proposed plan to track and monitor expenditures of level-of-effort and cost, and performance so as to ensure completion within the established ceilings and schedule deadlines. (10 points)
2. Demonstrated appropriateness of the plan to recruit, hire, train and retain qualified personnel for performance under any resulting contract to fulfill requirements of the statement of work. (6 points)
3. Adequacy of the communication mechanism proposed to ensure effective coordination and timely management of contract activities, including subcontractors. (4 points)
4. Demonstrated adequacy and availability of the proposed facilities and equipment necessary to perform the SOW. (5 points)

E. Quality Assurance (QA) Program Plan

10 POINTS

Demonstration of the proposed in-house Quality Assurance approach to ensure work products provided to fulfill the requirements of the SOW are of high quality.

ATTACHMENT 2

TECHNICAL PROPOSAL INSTRUCTIONS

TECHNICAL PROPOSAL INSTRUCTIONS

1. Technical evaluation of proposals will be based on the Technical Evaluation Factors in Attachment 1.
2. The offeror's technical proposal shall be specific and sufficiently detailed to allow a complete evaluation of your method for satisfying the requirements set forth in this RFQ.
3. The technical proposal shall comprehensively address each of the factors described in Attachment 1, Technical Evaluation Factor, and shall be prepared in exactly the same order, using the same numbering system for all factor and subfactor. Include within the proposal section for all individual factor/subfactor all material that is to be evaluated thereunder.
4. Technical Proposals shall be limited to a total of 50 typed pages including contents pages, supporting appendices and resumes are not included in the 50 pages. Paper size shall be 8.5" x 11". Pages shall not be smaller than a font size of 10. Any information contained on pages that exceed the page limit will not be evaluated.
5. The following instructions apply to the Technical Evaluation Factors as set forth in Attachment 1.
6. Part X of this RFQ must be completed in its entirety and submitted with LOQ. This is not included in the 50 page limitation. Failure to submit Part X shall result in rejection of LOQ.

Factor A

This factor is established to evaluate information which the State will elicit from entities regarding their contractual experience with the offeror. List the last five contracts or subcontracts completed during the last five years and all contracts and subcontracts (similar to the subject requirements) currently in progress. Provide the title and technical description of each project, the sponsor's name and address, the names and telephone numbers of the project officer and contracting officer, and the dates of performance.

Factor B

This factor is established to evaluate the prime contractor's (and any proposed subcontractor's) corporate experience in fulfilling the requirements in the SOW under contracts of similar size, type, and technical scope. In areas where expertise and capabilities cannot be demonstrated in-house, provide names, qualifications, availability and experience of subcontractors and consultants you intend to use to satisfy the requirement. In describing past corporate experience, include a description of the project, the sponsor, the dates of performance, the role the offeror assumed in the overall performance and any other information that would service to establish the offeror's technical and managerial ability to fill the requirements of this RFQ.

Factor C

This factor is established to evaluate the qualifications of key personnel. The following information shall be provided on these personnel:

- a. Name
- b. Professional level
- c. Job Title
- d. Proposed role under the contract
- e. Percent of time available for the contract
- f. Degree(s) held and field of study represented by the degree
- g. Specific project experience that relates directly to the type of work called for in the SOW.
- h. Job responsibility for each project described
- i. Time dedicated to each project described
- j. Project beginning and ending date described
- k. Current project commitments, including percent of time for each current project, and duration of each project.

Factor D

This factor is established to evaluate the quality of the offeror's plan to effectively manage the contract with the evaluation centered on the specific aspects covered by each of the sub-factors.

1. For sub-factor D.1, offerors shall describe the adequacy of the proposed system to track and monitor costs, hours, and performance for projects and tasks under the contract.
2. For sub-factor D.2, offerors shall demonstrate the capability to recruit, hire, train and retain qualified personnel in support of this contract. The offeror shall address handling potential staffing problems if personnel identified in the proposal are not available for a particular work order.
3. For sub-factor D.3, offerors shall submit a plan for the control of confidential business information which takes into consideration the requirements of the applicable clauses set forth in Section **VII** of the schedule; a plan for the quality assurance, quality control (QA/QC) procedures that will be put in place to ensure quality; and a plan for the identification, reporting, and mitigation of conflicts of interest. Each plan shall logically outline proposed procedures, and clearly delineate the responsibilities and lines of authority of both managers and technical staff.
4. For Sub-factor D.4, this sub-factor is established to evaluate availability of the necessary facilities and equipment to perform the statement of work.

Factor E

In responding to this criterion, offerors should refer to the provision in Section XI of the RFQ entitled QUALITY ASSURANCE (QA) PROGRAM PLAN.

ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Work Order Number and Date** - insert the number and date of the contract and work order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher.
A separate series of consecutive numbers, beginning with Number 1, shall be used by the CONTRACTOR for each new contract. When an original voucher is submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the CONTRACTOR to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the CONTRACTOR exactly as it appears in the contract and its correct address, except when an order has been made by the CONTRACTOR, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.

- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official) (Title)

- (13) **Quantity; Unit Price** - insert for supply contracts.
- (14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS

SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by MDEQ Purchasing Division.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the CONTRACTOR's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local (day trips) travel.

The manner of breakdown, e.g., work order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the CONTRACTOR. These costs cannot be billed to the Government until paid for by the CONTRACTOR. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the CONTRACTOR's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total direct labor hours billed for the period of the invoice.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel.

The manner of breakdown, e.g., work order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the CONTRACTOR. These costs cannot be billed to the Government until paid for by the CONTRACTOR. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules. NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by work order where appropriate.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by work order, provide a schedule showing total costs claimed by work order and in total for the contract.

In addition to the completion voucher, the CONTRACTOR must submit an original and two copies of the Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its Cumulative Claim and Reconciliation Statement is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.

- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the CONTRACTOR shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number.

For contracts separately invoiced by work order, provide a schedule showing final total costs claimed by work order and in total for the contract. The CONTRACTOR shall also provide an original and two copies of an updated Contractors Cumulative Claim and Reconciliation Statement, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the CONTRACTOR must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

**MINIMUM STANDARDS FOR CONTRACTORS' CONFLICT OF
INTEREST (COI) PLANS**

**MINIMUM STANDARDS FOR MDEQ CONTRACTORS'
CONFLICT OF INTEREST (COI) PLANS**

1. PURPOSE

MDEQ has identified a need to avoid, neutralize, or mitigate significant potential conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan. The contracting officer (CO) may require the CONTRACTOR to provide additional information if necessary.

2. COI PLAN

The CONTRACTOR's COI plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated by the applicable MDEQ CO, and approved if the plan meets MDEQs minimum requirements for detecting and reporting conflicts of interest. Contractors' COI plans should be identified by a version number and date, as appropriate. MDEQ should be advised of the version number, date, and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS COI PLANS

A. Corporate Structure

The COI plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI plan. Contractors shall report changes in its corporate structure to MDEQ throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions, relationships, and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. Searching and Identifying COI

The COI plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all organizational relationships identified in its disclosure statement as having potential conflicts and clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over

the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from MDEQ. However, contractors are encouraged to search back as far as a company's records cover.

C. Data Base

The COI plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the CONTRACTOR's past and current (public and private) clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base;
- (6) dollar value of work performed; and
- (7) a list of work the CONTRACTOR may be pursuing in the future.

If applicable, the COI plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI plan shall also describe any cross-checks used by the CONTRACTOR when searching COI issues.

D. Personal Certification

At a minimum, the COI plan shall require ALL employees of the CONTRACTOR performing work under an MDEQ contract. MDEQ recommends a policy whereby all CONTRACTOR employees are required to sign such a certification rather than only those employees working under an MDEQ contract. The certification shall require at a minimum that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the contractor's COI plan and procedures. Employee certifications shall be retained by the CONTRACTOR.

E. Work Order (WO) Certification

If the contract contains the requirement for WOs, the COI plan shall describe the CONTRACTOR's process for meeting MDEQ's notification requirement prior to beginning work and for submission of the CONTRACTOR's WO certification within 20 days of receipt of the MDEQ work.

NOTE: WO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the CONTRACTOR's COI plan shall address the procedures to be followed for WO certifications.

F. Annual Certification

The COI plan shall describe the process the CONTRACTOR uses for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WO certification requirement. Nevertheless, the contractor's COI plan shall address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI plan shall clearly identify the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The COI plan shall clearly identify the process that is followed when notifying MDEQ of any COI and the actions that the CONTRACTOR has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the CONTRACTOR shall document all COI searches related to MDEQ work, whether or not a COI has been identified.

H. Training

The COI plan shall require all employees of the CONTRACTOR to receive basic COI training and that each employee receive COI awareness training at least annually. The contractor's COI plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the contractor's COI plan or State COI regulations. In addition, contractors are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI plan shall describe the process and mechanism by which the CONTRACTOR will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

Appendix A

Standards: Table 5-1 indicates the standards and documentation relevant to this Mapping Activity Statement. Table 5-2 shows the applicable sections of FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners* for each activity.

Table 5-1 Applicable Standards per Activity

Applicable Standards	Activities													
	1	2	3	4, 4A	5, 5A	6	7	8, 8A, 8B	9	10	11, 11A	12, 12A, 12B	13	14
Guidelines and Specifications for Flood Hazard Mapping Partners	X	X	X	X	X	X	X	X	X	X	X	X	X	X
American Congress on Surveying and Mapping (ACSM) procedures	X	X	X											
Global Positioning System (GPS) Surveys: National Geodetic Survey (NGS-58), "Guidelines for Establishing GPS-Derived Ellipsoid Heights," November 1997	X	X	X											
EM 1000-1-1000, "Photogrammetric Mapping," March 31, 1993	X	X	X											
EM 1110-2-1003, "Hydrographic Surveys," October 31, 1994	X		X											
Numerical Models Accepted by FEMA for NFIP Usage, January 11, 2002				X	X	X	X							
Content Standards for		X	X					X	X	X	X	X	X	X

Applicable Standards	Activities													
	1	2	3	4, 4A	5, 5A	6	7	8, 8A, 8B	9	10	11, 11A	12, 12A, 12B	13	14
Digital Geospatial Metadata (Federal Geographic Data Committee, 1998)														
Document Control Procedures Manual dated October 1993.													X	X

Table 5-2. Mapping Activities and Applicable Sections of Guidelines and Specifications for Flood Hazard Mapping Partners.

Activity	Applicable Volume, Section/Subsection, and Appendix of Guidelines and Specifications
Activity 1 - Field Surveys and Reconnaissance	Volume 1, Sections 1.2, 1.3, 1.4 (specifically Subsection 1.4.2.1) Appendix A, Sections A.5, A.6, A.7, and A.8 Appendices B, C, and M
Activity 2 - Topographic Data Development	Volume 1, Section 1.4 (specifically Subsection 1.4.2.1) Appendix A, Sections A.2 and A.3 Appendix M
Activity 3 - Independent QA/QC of Topographic Data	Volume 1, Section 1.4 (specifically Subsections 1.4.1 and 1.4.2.1) Appendix A, Sections A.2, A.3, A.7 (specifically Subsection A.7.5), and A.8 (specifically Subsection A.8.6) Appendix M
Activity 4 -Hydrology	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) Appendix C, Sections C.1 and C.7 Appendices E, F, G, H, and M
Activity 4A - Coastal Hazard Analyses	Volume 1, Section 1.4 (specifically Subsection 1.4.2.2) Appendix A, Section A.4 Appendices B, D, and M
Activity 5 - Independent QA/QC of Hydrology	Volume 1, Section 1.4 (specifically Subsection 1.4.1) Appendix C, Section C.2 Appendices E, F, G, H, and M

Activity	Applicable Volume, Section/Subsection, and Appendix of Guidelines and Specifications
Activity 5A - Independent QA/QC of Coastal Hazard Analyses	Volume 1, Section 1.4 (specifically Subsection 1.4.1) Appendix A, Section A.4 Appendices B, D, H, and M
Activity 6 - Hydraulics	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.4) Appendix A, Section A.4 (specifically Subsection A.4.7) Appendix C, Sections C.3 and C.7 Appendices B, E, F, G, H, and M
Activity 7 - Independent QA/QC of Hydraulics	Volume 1, Section 1.4 (specifically Subsection 1.4.1) Appendix A, Section A.4 (specifically Subsection A.4.7) Appendix C, Section C.5 Appendices B, E, F, G, H, and M
Activity 8 - Floodplain Mapping (Detailed Riverine or Coastal Analysis)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) Appendix C, Sections C. 4 and C.6 Appendices K, L, and M
Activity 8A - Floodplain Mapping (Redelineation Using Effective Profiles)	Volume 1, Section 1.4 (specifically Subsections 1.4.2.2 and 1.4.2.3) Appendices K, L, and M
Activity 8B - Floodplain Mapping (Refine/Establish Zone A)	Volume 1, Section 1.4 (specifically Subsection 1.4.2.3) Appendix C, Sections C.4 and C.6 Appendices K, L, and M
Activity 9 - Independent QA/QC of Floodplain Mapping	Volume 1, Section 1.4 (specifically Subsections 1.4.1 and 1.4.2.3) Appendix C, Sections C.4 and C.6 Appendices D, K, L, and M
Activity 10 - Base Map Acquisition and Preparation	Volume 1, Sections 1.3 (specifically Subsection 1.3.1.8) and 1.4 (specifically Subsection 1.4.3) Appendices A and B
Activity 11 - DFIRM Production (Non-Revised Areas)	Volume 1, Section 1.4 (specifically Subsections 1.4.2.3 and 1.4.3.2) Appendices K, L, and M
Activity 11A - Independent QA/QC of DFIRM Production (Non-Revised Areas)	Volume 1, Section 1.4 (specifically Subsection 1.4.3) Appendices K, L, and M
Activity 12 - Merge Effective and Revised Information	Volume 1, Section 1.4 (specifically Subsections 1.4.2.3 and 1.4.3.3) Appendices K and L

Activity	Applicable Volume, Section/Subsection, and Appendix of Guidelines and Specifications
Activity 12A - Apply DFIRM Graphic Specifications	Volume 1, Section 1.4 (specifically Subsection 1.4.3)..... Appendices K and L
Activity 12B - Independent QA/QC of DFIRM Graphics	Volume 1, Section 1.4 (specifically Subsection 1.4.3)..... Appendices K, L, and M
Activity 13 - Issue Preliminary FIS and FIRM	Volume 1, Sections 1.4 (specifically Subsections 1.4.2 and 1.4.3) and 1.5 (specifically Subsection 1.5.1)..... Appendices J, K, L, and M
Activity 14 - Post-Preliminary Processing	Volume 1, Section 1.5..... Appendices J, K, L, and M

Appendix B

Technical and Administrative Support Data Submittal:

- All supporting documentation for the activities in this Mapping Activity Statement shall be submitted in accordance with Appendix M, Section M.2.1 of FEMA's *Guidelines and Specifications for Flood Hazard Mapping Partners*, available at FEMA's website at www.fema.gov/fhm/gs_main.shtm . The following table indicates the sections of the TSDN that apply to each activity.

TSDN-Applicable Sections													
Section of TSDN	Activities												
	1	2	3	4	5	6	7	8 & 9	10	11	14, 15, & 16	17	18
General Documentation													
Special Problem Reports	X	X	X	X	X	X	X	X	X	X	X	X	X
Telephone Conversation Reports	X	X	X	X	X	X	X	X	X	X	X	X	X
Meeting Minutes/Reports	X	X	X	X	X	X	X	X	X	X	X	X	X
General Correspondence	X	X	X	X	X	X	X	X	X	X	X	X	X
Engineering Analyses													
Hydrologic and Hydraulic Analyses	X	X		X	X	X	X						
Key to Cross-section Labeling and Key to Transect Labeling	X	X				X	X	X	X				

Section of TSDN	Activities												
	1	2	3	4	5	6	7	8 & 9	10	11	14, 15, & 16	17	18
Draft FIS Report				X		X						X	X
Mapping Information		X						X	X	X	X	X	X
Miscellaneous Reference Materials	X	X	X	X	X	X	X	X	X	X	X	X	X

- If any issues arise that could affect the completion of an activity within the proposed scope or budget, the party responsible for that activity must complete a Special Problem Report (SPR) as soon as possible after the issue is identified and submitted to FEMA. The SPR should describe the issue and propose possible resolutions.

Additionally, MEMA, MDEQ/contractor(s), and FEMA will be responsible for collecting and maintaining a set of products for all Activities and shall compile a comprehensive TSDN for the entire project.