



MISSISSIPPI COAST COLISEUM COMMISSION

**REQUEST FOR BIDS
INFORMATION PACKET**

**MISSISSIPPI COAST COLISEUM IMPROVEMENTS –
ICE PLANT**

MISSISSIPPI COAST COLISEUM COMMISSION

REQUEST FOR BIDS INFORMATION PACKET

MISSISSIPPI COAST COLISEUM COMMISSION (“Owner”) will accept sealed BIDS for the **MISSISSIPPI COAST COLISEUM IMPROVEMENTS - ICE PLANT** (“Project”).

The Owner is seeking funding from the United States Department of the Treasury, through the Mississippi Department of Environmental Quality, as more thoroughly described herein.

If you have any questions concerning the request for BIDS, please call MS Coast Coliseum COMMISSION’S Assistant Executive Director: Michelle Menningmann at 228-594-3718.

The services required for this project are:

COMPLETE RENOVATION OF MISSISSIPPI COAST COLISEUM ICE PLANT

The selected Company shall complete services in accordance with applicable State and Federal laws, regulations, and procedures. Activities will include but are not limited to a complete pressurized leak check, remove, and dispose of all existing refrigeration equipment parts and components. Rebuild three (3) compressors, replace one (1) pumps, replace valves, replace control systems, rebuild liquid float system, install new condenser in cooling tower, relocate gauge board, oil change and new filters installed, degrease and power wash the unit before and after, provide stock refrigerant, including replacing/rebuilding all necessary equipment listed in **Attachment B: “Scope of Work”** located at 2350 Beach Boulevard, Biloxi, MS, 39531.

SCOPE OF SERVICES

The scope of services shall, as a minimum include the following:

1. Perform complete pressurized leak check. All leaks found to be repaired.
2. Degrease and power wash unit before and after, clean condenser valves.
3. Recover all refrigerant to be store on site.
4. Remove and dispose of all existing refrigeration equipment and components.
5. Replace all mechanical valves and liquid line dryers.
6. Rebuild three (3) compressors and liquid float assemblies.
7. Relocated three (3) gauge boards for easier access to control panel.
8. Replace control systems with Honeywell retrofit controller and all safety systems, remove old unused panel.
9. Change oil, replace with new filters, all new fuses, breakers, and oil skimmer valves.
10. 1,200 lbs. of stock refrigerant provided and store on site.
11. Replace old Taco back up pump on package with current pump.
12. Elevate pumps in condenser water pit.
13. Remove and replace cooling tower & pumps.
14. Install new modern refrigerant monitoring system.
15. Train onsite staff on functionally of new Ice Plant Refrigeration System.

See **Attachment B**: “Scope of Work”, for additional information regarding services required.

Four (4) copies of the BID form (**Attachment I**) along with all other required documents should be packaged, sealed, and delivered to the address below no later than **2:00PM on January 25th, 2021**. Sealed BIDS should be properly labeled as follows:

[NAME OF FIRM OR INDIVIDUAL]

[CERTIFICATE OF RESPONSIBILITY NUMBER]

BID FOR IMPROVEMENTS TO MISSISSIPPI COAST COLISEUM ICE PLANT

MS Coast Coliseum COMMISSION

**ATTN: Matt McDonnell
2350 Beach Boulevard
Biloxi, MS 39531**

At such time stated above, said BIDS will be opened, read out loud, and recorded. Any BIDS received after said date and time shall be returned to the BIDDER unopened.

Companies submitting BIDS are solely responsible for meeting submittal deadlines. BIDS received after the stated deadline will be deemed non-responsive and will not be considered for selection under this solicitation.

BIDDERS interested in submitting bids electronically in place of a sealed bid may do so only through <https://www.centralauctionhouse.com/rfpc10487-mississippi-coast-coliseum-convention-center.html>. Questions regarding website registration, online orders or electronic bidding, please contact Central Bidding Support at 225-810-4814 or @ info@centralbidding.com.

Each electronically submitted bid must be submitted in “pdf” format and shall contain the same information and forms as required for the paper bids. Note – electronic bids must be secured with a bid bond. In the event that an electronically submitted bid has a corrupted attachment, the bid will be considered null and void.

Warranties

By submitting a BID, firms/individuals warrant and represent the following:

1. The firm/individual does not have any unpaid Federal tax liability for which all judicial and administrative remedies have been exhausted.
2. The firm/individual has a valid DUNS number and active registration with the General Services Administration’s, government-wide System for Award Management Exclusions (SAM exclusions). The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

The Owner is an equal opportunity employer.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlined in **Attachment E**: “MDEQ Required Attachments for

RESTORE Direct Component Projects”, to this solicitation. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.

MS Coast Coliseum Engineer with technical knowledge on site: Kenny Kuharich – Lead Engineer

Executive Director has the authority make any changes, submit addenda, and has final approval on all changes to any documents relating to this BID, before and after a purchase order has been issued.

INSTRUCTIONS TO BIDDERS:

- BIDS must be valid for 90 days after BID opening.
- A BID Bond must be submitted with the BID and must be valid for 90 days. See **Attachment F** (*Contract Terms and General Conditions*) Section 14 for bonding requirements.
- All BIDDERS must be properly licensed to do business in the State of Mississippi and must indicate their current Certificate of Responsibility number on the outside of the sealed envelope containing their BID.
- BIDDERS are to provide DUNS number and register with SAM.gov
- BIDDERS must submit the name of the primary contact person and the person within who will be the Owner's contact and party primarily responsible for rendering services if the company is selected.
- Qualifications Statement: BIDDERS must submit a list of recent projects of similar size and scope installed reference in submitted BIDS.
 - o See **Attachment F** (*Contract Terms and General Conditions*) Section 2 for Quality Assurance.
- BIDDERS must submit a contract timeline to provide and install the Equipment based on Calendar days following the date specified in the Notice to Proceed. **Substantial Completion must be no later than September 30th, 2021.**

**•On-Site Construction workdays are subject to change pending
OWNER'S 2021 EVENT SCHEDULE.**

- BIDDERS must submit the name of the Contracting Officer's Representative (COR) on the BID form as the person within the company who shall be the Owner's contact and party primarily responsible for rendering services, if selected.
- A firm fixed price Purchase Order will be issued to the lowest responsible and responsive BIDDER. The MS Coast Coliseum reserves the right to reject any and all bids and/or to waive any informality in bids.
- The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein.
- Nonresident BIDDERS must include a copy of their resident state's current bid law pertaining to such state's treatment of nonresident contractors with their BID.
- Any and all Request for Interpretations/Clarifications shall be in writing addressed to the MS Coast Coliseum COMMISSION, ATTN: Michelle Menningmann, 2350 Beach Boulevard, Biloxi, MS 39531. To be given consideration, the Request for Interpretation must be received no later than 5 working days prior to BID Opening date. All interpretations/clarifications will be in the form of written addenda to bidders. Such addenda will be transmitted by e-mail to all plan holders at their respective e-mail addresses furnished by the BIDDERS for such purpose, no later than 2 calendar days prior to the BID Opening date.
- The Sub-Contractor Listing Form (page 77 of **Attachment E**: "MDEQ Required Attachments for RESTORE Direct Component Projects") must be included with the BID

Form. If SUB-CONTRACTORS will not be used, BIDDERS should include an affirmative statement indicating that SUB-CONTRACTORS will not be used.

- If SUB-CONTRACTORS will be used, SUB-CONTRACTORS are to provide DUNS number and register with SAM.gov
- INFORMATION FOR BIDDERS RELATED TO RESTORE ACT FUNDING - MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) REQUIREMENTS: Documentation of compliance with the MBE/WBE requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence; MBE/WBE requirements and required documentation are outlined in MDEQ Required Attachments Section of the Contract Documents. Failure on the part of the contractor to submit proper documentation may cause the Owner to not execute or to terminate the contract.
- Davis Bacon and Related Acts, HUD Section 3 Program requirements, and DBE requirements do not apply to this Contract.

MANDATORY PRE-BID MEETING

A mandatory pre-BID meeting is scheduled for **2:00PM on January 13th, 2021** at the MS Coast Coliseum located at 2350 Beach Boulevard, Biloxi, MS. 39531. BIDDERS submitting a BID are required to attend. BIDDERS that do not attend will be considered non-responsive and their BIDS will be rejected.

* Drawings/Specifications provided herein are originals for reference only, field verification is mandatory.

PURCHASE ORDER

The terms of this BID will be attached to a Purchase Order, to which the successful BIDDER will be required to sign with the Owner relating to the work to be performed. Such Purchase Order shall include, but not necessarily be limited to, the following articles: scope of work, specifications, time of performance, duties of the BIDDER, ownership of material, changes, terms of proposal as presented, submission of material, and obligations of the Owner. The Purchase Order will be subject to the terms and conditions outlined in this information packet and in the BIDS received.

ATTACHMENTS INCLUDED IN SOLICITATION

- Attachment A:
 - ADVERTISEMENT – REQUEST FOR BIDS
- Attachment B:
 - SCOPE OF WORK
- Attachment C:
 - ORIGINAL DRAWINGS / SPECIFICATIONS
- Attachment D:
 - INSURANCE REQUIREMENTS
- Attachment E:
 - MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY -
REQUIRED ATTACHMENTS FOR RESTORE DIRECT COMPONENT
PROJECTS
- Attachment F:
 - CONTRACT TERMS AND CONDITIONS
- Attachment G:
 - NOTICE OF AWARD
- Attachment H:
 - NOTICE TO PROCEED
- Attachment I:
 - BID FORM / BID SCHEDULE

ATTACHMENT A: ADVERTISEMENT – REQUEST FOR BIDS

MISSISSIPPI COAST COLISEUM COMMISSION

ADVERTISEMENT - REQUEST FOR BID

Sealed BIDS will be received by the Mississippi Coast Coliseum COMMISSION'S Executive Director Matt McDonnell at 2350 Beach Biloxi, MS, 39531, until **2:00PM on January 25th, 2021** for:

MISSISSIPPI COAST COLISEUM IMPROVEMENTS - ICE PLANT

At such time stated above, said Bids will be opened, read out loud, and recorded. On the outside of the sealed Bid envelope, the Contractor's Certificate of Responsibility number must be displayed. Any Bids received after said date and time shall be returned to the Bidder unopened.

The selected Company shall complete services in accordance with applicable State and Federal laws, regulations, and procedures. Activities will include but are not limited to a complete pressurized leak check, remove, and dispose of all existing refrigeration equipment parts and components. Rebuild three (3) compressors, replace valves, replace control systems, rebuild liquid float system, install new condenser in cooling tower, relocate gauge board, oil change and new filters installed, degrease and power wash the unit before and after, provide stock refrigerant.

MANDATORY PRE-BID MEETING

- A mandatory pre-BID meeting is scheduled for **2:00PM on January 13th, 2021** at the MS Coast Coliseum located at 2350 Beach Boulevard, Biloxi, MS. 39531. BIDDERS submitting a BID are required to attend. Field verification to take place. BIDDER'S that do not attend will be considered non-responsive and their BIDS will be rejected.

Information packets (Bidding Documents) will be located at 2350 Beach Boulevard, Biloxi MS, 39531, Monday through Friday, 8:00 a.m. to 5:00 p.m.

The BID Form may be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201
- B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

BIDDERS interested in submitting bids electronically in place of a sealed bid may do so only through <https://www.centralauctionhouse.com/rfpc10487-mississippi-coast-coliseum-convention-center.html>. Questions regarding website registration, online orders or electronic bidding, please contact Central Bidding Support at 225-810-4814 or @ info@centralbidding.com.

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to BID on this contract as PRIME CONTRACTOR'S and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material and/or supply needs. When subcontracting, all potential CONTRACTOR'S must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for BIDS, please call Mississippi Coast Coliseum COMMISSION, Assistant Executive Director: Michelle Menningmann at 228-594-3718.

ATTACHMENT B: SCOPE OF WORK

SCOPE OF WORK

SCOPE OF SERVICES

The scope of services shall consist of improvements and renovations to the Mississippi Coast Coliseum Ice Plant. Activities shall include the supply of parts and installation labor by a Factory Trained, Certified Refrigeration Mechanic. Upon further inspection, if other parts are found to be defective or worn beyond tolerance and requiring replacement they will be replaced after consultation with Mississippi Coast Coliseum and is additional work beyond the scope of work here-in:

1. PERFORM COMPLETE PRESSURIZED LEAK CHECK. ALL LEAKS FOUND TO BE REPAIRED.
2. DRAIN OIL AND PUMP OUR REFRIGERANT
 - a. Supply suitable pressure cylinders for the pump out and recovery/store of approx. 1500 lbs. of R22 refrigerant.
3. OPEN, CLEAN, AND FLUSH THE CRANKCASE.
4. COMPRESSOR MAINTENANCE
 - a. Isolate & Rebuild three (3) compressors and liquid float assemblies.
 - i. Inspect and overhaul the 3 Cimco F6WB Compressors according to the manufactures 12,000 hour recommended maintenance schedule. This major overhaul will include the supply of parts and labor by a Factory Trained, Certified Refrigeration Mechanic who will:
 1. Isolate the compressor
 2. Drain oil and pump out the refrigerant
 3. Open, clean, and flush the crankcase
 4. Supply and Change oil
 5. Remove the compressor heads
 6. Remove the suction and discharge valve assemblies
 7. Replace the discharge valves and springs
 8. Replace the suction valves and springs
 9. Replace the oil coolers and associated strainer, solenoid & TX valve
 10. Deglaze cylinder sleeves and inspect the seats
 11. Replace oil and compression piston rings
 12. Replace connecting rod insert and bushings
 13. Replace wrist pins if necessary
 14. Replace wrist pin bushing if necessary
 15. Replace the shaft seal assembly
 16. Replace Main and Thrust Bearings
 17. Replace 3 compressor cut-out panels and associated HP, LP, HOT & OFS switches, and discharge pressure gauges.
 - ii. Upon further inspection of the compressor and system if other parts are found to be defective or worn beyond tolerance and requiring replacement they will be replaced after consultation with Mississippi Coast Coliseum and

is additional work beyond the scope of work here-in.

- b. Check the General Operation of the compressor package, the operating pressures, capacity controls, drive, and drive belts.

5. CONDENSER CLEANING

- a. Clean condenser valves
 - i. Remove heads on the condenser water side to inspect and mechanically clean the Shell and Tube condenser (replace the head gaskets with new gaskets).
 - ii. Supply and install one new 6" pipe-sized spool piece and two isolation valves to facilitate future cleaning.

6. REPLACE GLYCOL PUMP (P-2)

- a. Replace old Taco back up pump on package with current pump. The glycol pumps are identified as P-1 and P-2 on the original drawings are discontinued by Taco.
 - i. Replace Pump P-2 to include all new ball bearings and seal kit.
 - ii. Replace broken or missing associated suction and/or discharge isolation valve handles.
 - iii. Take Glycol samples from the cold and warm floor circuits and provide test reports.
 - iv. Add glycol inhibitor as required if indicated by sampling.

7. INSULATION

- a. Repair all damaged or missing insulation including but not limited to:
 - i. Oil skimmer line, chiller high-level switch, float and feed valve and joints between package insulation and piping insulation at the chiller brine-side connections.
- b. Prior to installing new insulation, clean and prime the exposed steel with a high-quality primer and re-insulate the chiller using extruded polystyrene insulation with white PVC jacketing and a vapor barrier.
- c. Change oil with Cimco "C" oil or comparable, replace with new filters, all new fuses, and breakers.
- d. Replace the oil coolers and associated accessories (strainer, solenoid & TX valve).
- e. Replace the 8 refrigerant drier cores with new RC10098 elements in filters F-1 & F-2.
- f. Replace the chiller high level switch, 351, with a Hansen HLL float switch
- g. Replace all mechanical valves and liquid line dryers.
- h. Replace the oil skimmer lines from Chiller V-1 to oil receiver V-6, including valves and sight glass 550 to 556 inclusive
- i. Replace chiller, V-1, vents and drains, valves 600 to 603 inclusive.
- j. Replace Phillips Float Valve, 202, and Feed Valve, 211, with new internals.
- k. Check level in the expansion tank and chart in & out Brine temperature.
- l. Inspect piping for vibration/ loose hangers.

8. COOLING TOWER

- a. Replace existing ice refrigeration cooling tower of equivalent footprint
 - i. Provide 3364.5 MBH total heat of rejection using R22 refrigerant condensing at 105°F, 650 GPM water entering at 95°F and leaving at 85°F.
 - ii. New tower to fit on existing stand.

- iii. Include modifications to existing stand if required to obtain a proper fit as required by tower vendor. Include access ladder, motor davit and full perimeter safety rails in accordance with OSHA requirements.
- iv. Cooling tower fan motor to be inverter duty rated. Co-ordinate tower fan motor HP with new variable frequency drive (VFD) selection.

9. COOLING TOWER WATER PUMPS

- a. Remove, replace, & elevate cooling tower pumps
 - i. Replace the existing cooling tower water pumps in the tunnel with mechanical room housekeeping pad-mounted and steel base frame mounted pumps of equivalent HP & flow rate to match the new tower requirements. New location is approx. south of the tunnel access grating.
 - ii. Remove and dispose of existing pumps, motors, and unneeded piping from the tunnel.
 - iii. Add piping to connect between the refrigeration package and the tunnel.
 - iv. Bring 460V power from the control panel, connect to the new pumps and provide local disconnect switches for each pump.
 - v. Blank off existing unneeded pump connections in the tunnel with blind flanges & gaskets.
 - vi. Pressure test the tower water piping system to 50 PSIG. Provide test report.

10. CONTROL PANEL

- a. Replace control systems with Honeywell retrofit controller and remove old panel.
 - i. Replace both Honeywell temperature controllers
 - ii. Replace broken Plexiglas cover on front of panel
 - iii. Replace fuse blocks with circuit breakers for compressors C-1, C-2 & C-3, condenser water pumps CP-1 & CP-2 and cold brine pumps BP-1 & BP-2. Advise circuit breaker rating and AIC. Ensure replacements can fit within the existing enclosure.
 - iv. Supply VFD for replacement cooling tower
 - v. Wall mount the cooling tower VFD near the existing refrigeration control panel.
 - vi. Supply and install power and control wiring from control panel to VFD and from VFD to cooling tower.
 - vii. Remove old unused panel.
 - viii. Replace and/or relocate (3) gauge boards for easier access near systems control panel, remove unused old panel.
 - ix. Install new modern refrigerant monitoring system.

11. ADD MSA, OR EQUIVALENT, FREON AND WATER PIPE MARLERS AS REQUIRED BY REFRIGERANT CODES.

12. GENRAL CLEANING, DEGREASING, WIRE BRUSHING OF LOOSE RUST, POWER WASHING AND REPAINTING OF EXPOSED METAL ON THE REFRIGERATION PACKAGE, THE NEW TOWER PUMP PACKAGE AND EXISTING COOLING TOWER STAND.

13. REMOVE AND DISPOSE OF ALL EXISTING REFRIGERATION EQUIPMENT AND COMPONENTS.

14. START UP

- a. Pressure test water, glycol and refrigerant lines and provide test report
- b. Upon completion of work, top up brine charge, fill water lines, charge refrigerant back into system
- c. Test and run the compressors together for a minimum two-hour period
- d. Test safety and operating controls
- e. Provide startup test report at operating conditions:
 - i. Control set points
 - ii. Pressure and temperature readings
 - iii. Motor amp readings
 - iv. Expansion tank levels
- f. 1,200 lbs. of stock refrigerant provided and stored on site.
- g. Train onsite staff on functionality of new Ice Plant Refrigeration System.

15. PROVIDE AS BUILT DRAWINGS

- a. As-Built drawings should detail the shape, dimensions, and precise locations on any and all elements within the scope of the project. Any modifications, whether minor or major, parts and equipment additions, should be included along with the changes.
- b. Schematic drawing of the plant shall be provided.

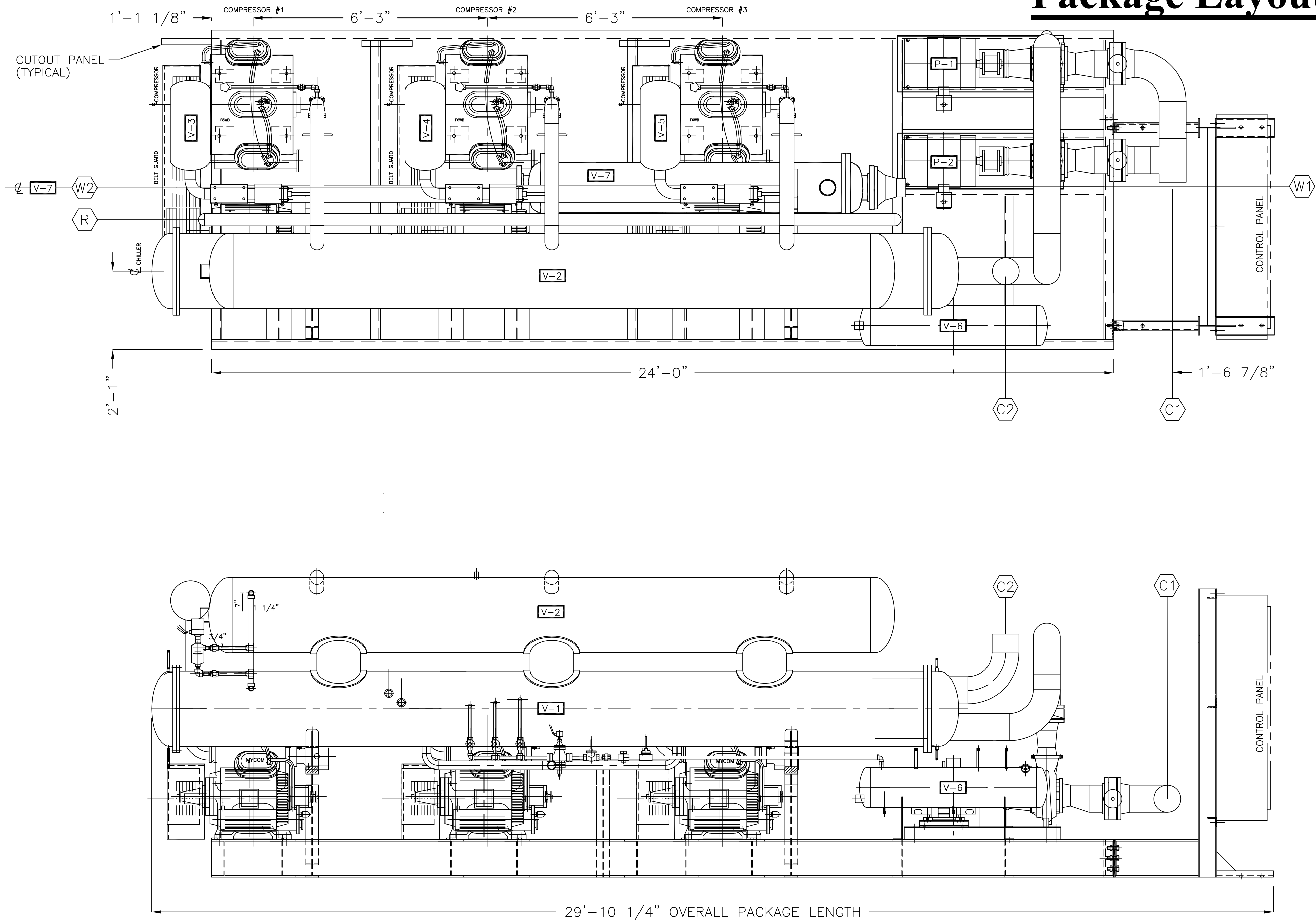
BIDDER Notes:

- Minimum qualifications are as follows:
 - a. Each bidder must have prior experience with projects of similar size and scope. Evidence of prior experience and related references must be provided with each bid.
 - b. Each bidder shall have a local or regional technician to efficiently provide service for the Ice Plant system.
- All exterior/surrounding flooring must be protected from any transfer of equipment to and from refrigeration room. Any damages will be sole responsibility to the CONTRACTOR.
- A mandatory pre-BID meeting is scheduled for **2:00PM on January 13th, 2021.**

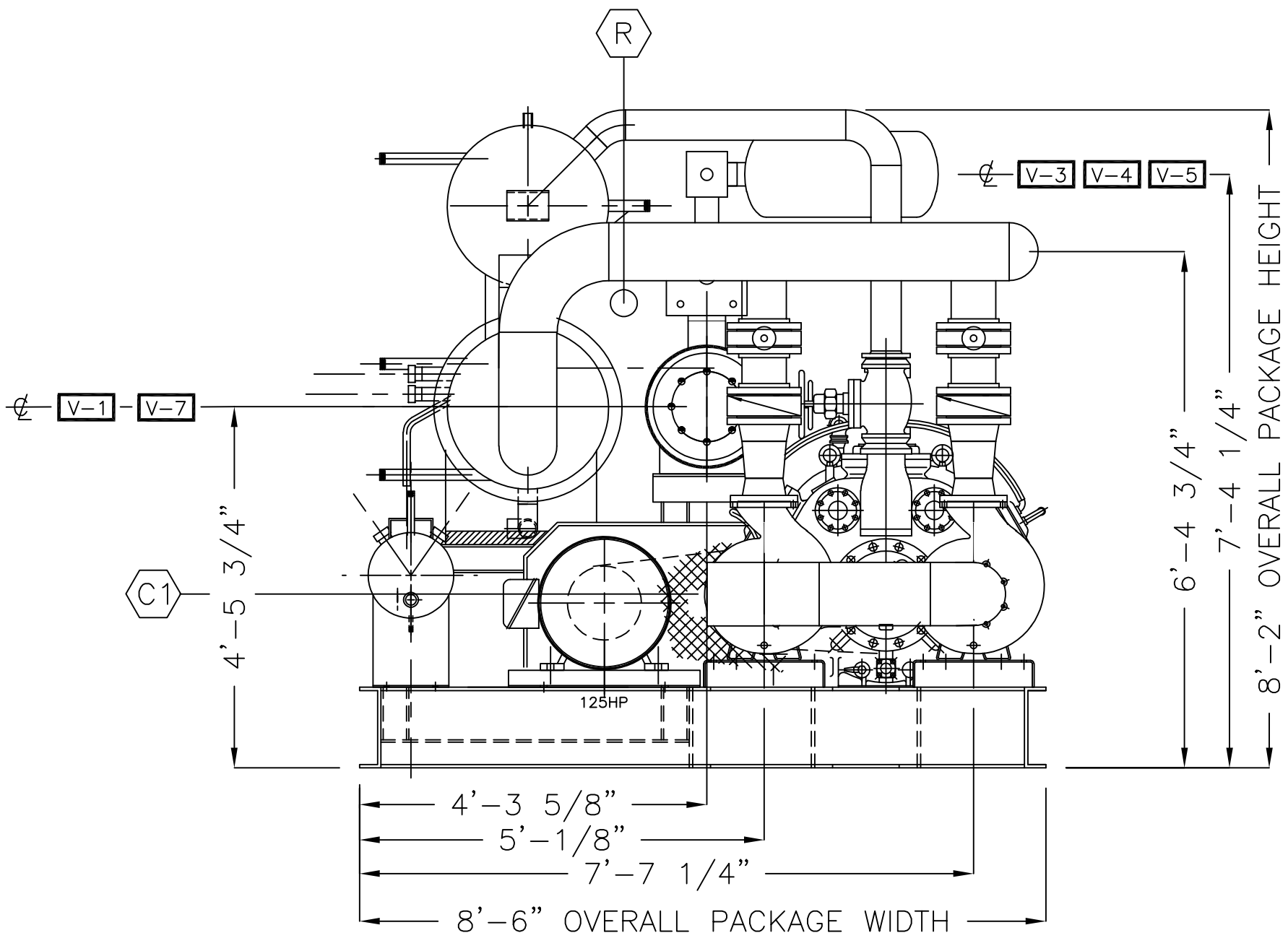
END OF SECTION

ATTACHMENT C: ORIGINAL DRAWINGS / SPECIFICATIONS

Package Layout



*These are for Reference Only -
Field Verification Required. Can be
done at Mandatory Pre-Bid Meeting.



- 1) ASSEMBLED PACKAGE:
DIMENSIONS: 29'-10 1/4" LG X 8'-6" W X 8'-2" H
SHIPPING WT. (LBS): 26000 LBS.

2) PACKAGE CONNECTIONS TO BE BLANKED OR CAPPED FOR TESTING AND SHIPPING.

3) FOR PACKAGE FLOW DIAGRAM SEE DRAWING 14079P1.

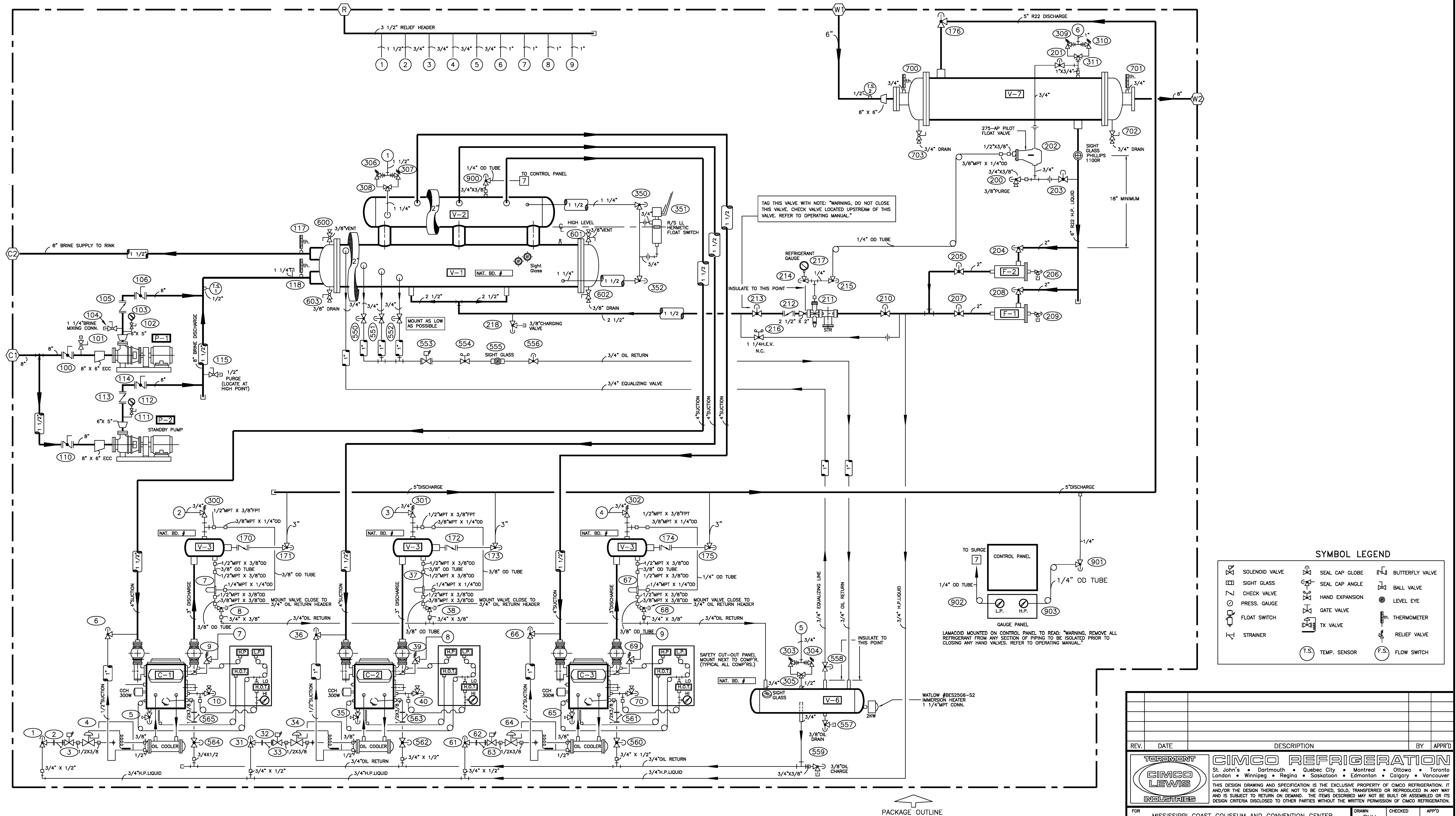
4) PROVIDE ONE COAT OF CIMCO BLUE PAINT UPON COMPLETION OF PIPING AND INSULATION.
- 5) PROVIDE MINIMUM FOUR FEET CLEARANCE AROUND PACKAGE CONTOUR.

6) 6" CONCRETE HOUSEKEEPING PAD TO BE PROVIDED UNDER THE PACKAGE.

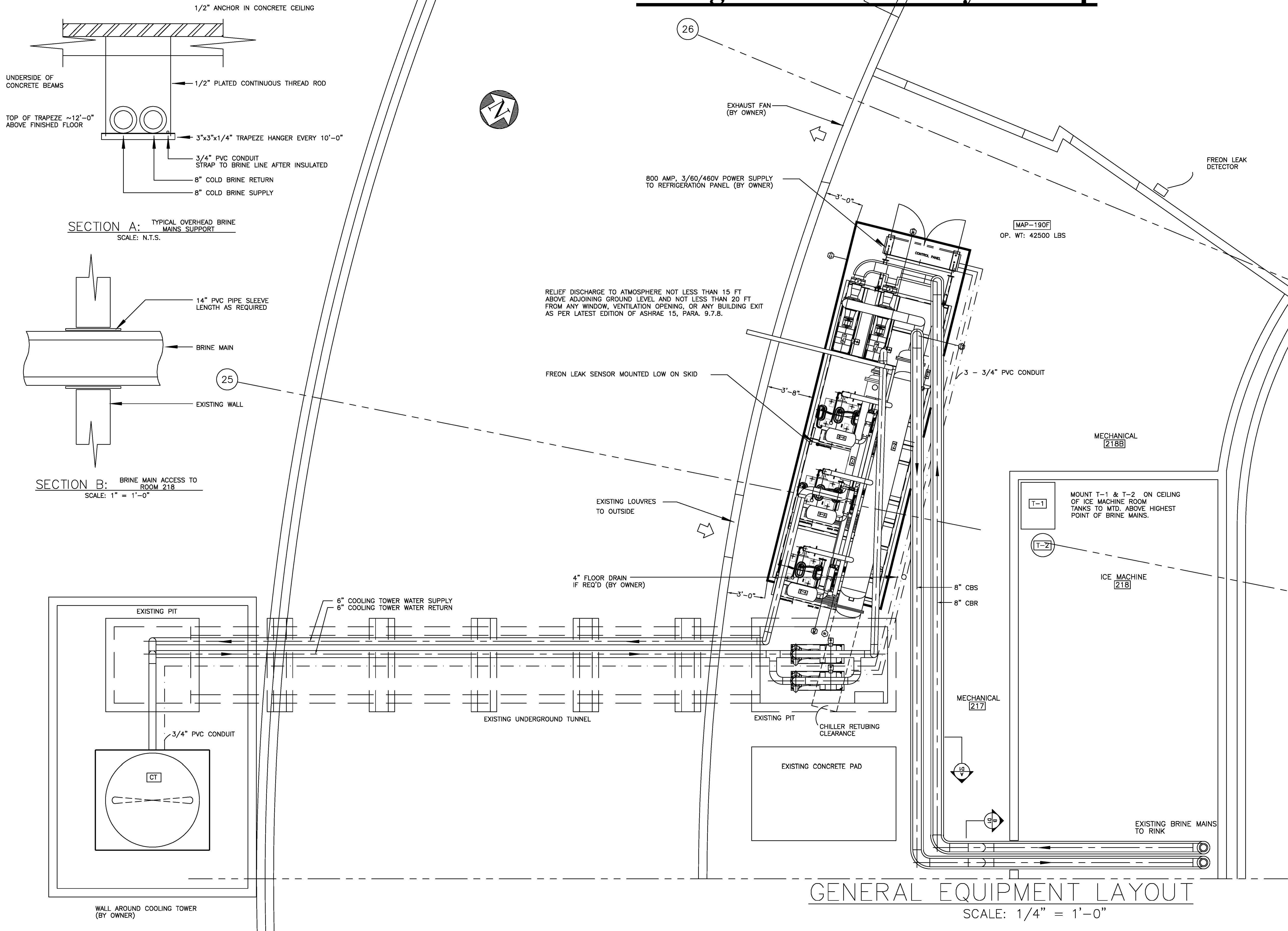
7) PACKAGE INSTALLATION
 - i) PACKAGE SHALL BE LEVELLED, SECURED AND GROUTED TO CONCRETE HOUSEKEEPING PAD.
 - ii) ALL CUT-OUT PANELS AND CONTROL PANEL SHALL BE STRUCTURALLY DETACHED FROM STEEL SKID AND SECURED DIRECTLY TO CONCRETE HOUSEKEEPING PAD (IF APPLICABLE).
 - iii) CHECK AND PERFORM FINAL ALIGNMENT OF ALL DIRECT DRIVES UPON COMPLETION OF PACKAGE MOUNTING.

REV.	DATE	DESCRIPTION	BY	APPR'D	
		<div><div><div>TORREMENT</div><div>CIMCO LEWIS INDUSTRIES</div></div><div>CIMCO REFRIGERATION St. John's • Dartmouth • Quebec City • Montreal • Ottawa • Toronto London • Winnipeg • Regina • Saskatoon • Edmonton • Calgary • Vancouver</div></div> <div>THIS DESIGN DRAWING AND SPECIFICATION IS THE EXCLUSIVE PROPERTY OF CIMCO REFRIGERATION. IT AND/OR THE DESIGN THEREIN ARE NOT TO BE COPIED, SOLD, TRANSFERRED OR REPRODUCED IN ANY WAY AND IS SUBJECT TO RETURN ON DEMAND. THE ITEMS DESCRIBED MAY NOT BE BUILT OR ASSEMBLED OR ITS DESIGN CRITERIA DISCLOSED TO OTHER PARTIES WITHOUT THE WRITTEN PERMISSION OF CIMCO REFRIGERATION.</div>			
FOR	MISSISSIPPI COAST COLISEUM AND CONVENTION CENTER BILOXI, MISSISSIPPI		DRAWN BHH	CHECKED	APP'D
DATE	JULY 10/96		SCALE		N.T.S.
JOB NO.	14-079		DWG. NO.	14079P3	REV. 0
TITLE	CIMCO MAP-190F PACKAGE LAYOUT				

Refrigeration Package

[illegible]

Refrigeration Room Layout Map



GENERAL EQUIPMENT LAYOUT

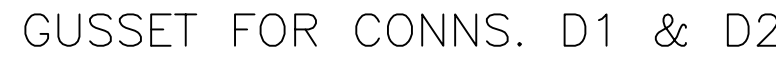
SCALE: 1/4" = 1'-0"

NOTES

NOTE: NECESSARY OPENINGS IN BUILDING TO ALLOW FREE ACCESS FOR EQUIPMENT AND MATERIALS TO BE PROVIDED BY OWNER. PACKAGE DIMENSIONS: 23'-7 1/2" LG x 8'-6" W x 8'-6" H

- MACHINE ROOM VENTILATION TO BE 4500 CFM PER LATEST EDITION OF ASHRAE 15, PARA 8.13.5.
- MACHINE ROOM TO BE CONSTRUCTED TO LATEST EDITION OF ASHRAE 15, PARA. 8.13.
- ALL BURIED STL. BRINE PIPING TO BE TESTED WITH WATER AT 50 PSIG FOR 48 HRS. MIN.

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W72-1													
	I	1/4"	---	---	P	1	3/4"	3000#	FPT	CPLG	LP GAUGE		
	B	1/4"	---	---	N1 N2 N3	3	3/4"	---	MPT	80	OIL SKIMMERS		
	DETAIL SEE DWG 940C460				L1 L2	2	3/8"	3000#	FPT	CPLG	BRINE VENT		
	DETAIL SEE DWG 940C460				J1 J2	2	3/8"	3000#	FPT	CPLG	BRINE DRAIN		
	DETAIL SEE DWG 940C460				H1 H2	2	8"	---	BW	40	BRINE CONNS.		
	O	1/4"	---	---	G1 G2	2	1 1/2"	---	---	80	LEVEL EYE		
	B	1/4"	---	---	F1 F2	2	2 1/2"	---	BW	40	LIQUID INLET C/W HEADER		
					E								
	A	1/4"	---	---	D1 D2	2	1-1/4"	---	MPT	80	RELIEF		
	A	1/4"	---	---	C1 C2 C3	3	4"	---	BW	40	SUCTION		
	B	1/4"	---	---	B1 B2 B3	3	1-1/4"	---	MPT	80	FLOAT COLUMN		
	D	3/8"	---	5/16"	A1 A2 A3	3	14"	---	BW	40	RISER		
PROCEDURE	TYPE	a	b	c	MARK	QTY.	SIZE	RATING	TYPE	PIPE SCH.	SERVICE		
	WELD DETAIL												

QTY: (1) ONE
W.O. NO.

GENERAL NOTES: NATIONAL BOARD NO. REQUIRED

1. DESIGN & FABRICATION TO THE PROVINCE OF N/A REGULATIONS

2. A.S.M.E. U.P.V. CODE 1995, SECT.VIII.1D, 1.1 - PAR. UW-12 (C) ADD. A95

3. ALL WELDS TO BE MADE IN PLACES TO STRADDLE MAJOR CENTRE LINES UNLESS OTHERWISE NOTED.

4. ALL CONNECTIONS TO BE FINISHED FLUSH WITH INSIDE SURFACE UNLESS OTHERWISE NOTED.

5. ALL WELDS TO BE FREE FROM POROSITY AND/OR CAVITY.

6. FLANGED NOZZLES TO BE PROTECTED BY WOODEN BLANKS, COUPLINGS AND NIPPLES TO BE PLUGGED AND CAPPED FOR SHIPMENT.

7. REINFORCING PADS TO HAVE 1/4" HOLE 1/4" PIPE TAP FOR TESTING. TEST PADS WITH 50 AIR

8. CLEANING PER UW-32, HAND CLEAN SHIPPING WEIGHT 8900 LBS.

9. PAINTING HANDWORK ONLY, NO PAINT REQUIRED AS VESSEL IS TO BE INSULATED. FLUID OF WATER WEIGHT 15750 LBS.

10. EXTERNAL HEAT TRANSFER SURFACE OF TUBES: 1941 S.F. NO. OF UNITS REQ'D: 1

NOTE: COLD FORMED HEADS ONLY FOR AMMONIA SERVICE MUST BE STRESS RELIEVED.

VESSEL MARK		SHELL	TUBE	TEST FINAL	SHELL	TUBE
DESIGN	M.A.W.P.	250 PSIG	150 PSIG	375	225	
	TEST	200 °F	150 °F	STRESS RELIEF	WATER	
JOINT	LONGIT.	ERW		RADIOGRAPH	NONE	NONE
EFFICIENCY	HEAD	—	1.0	NO. OF PASSES	1	2
CORR. ALLOW.		NIL	NIL	SERVICE	R-22	CaO2 BRINE
VOLUME		B3.4 CU. FT.	26.3 CU. FT.			

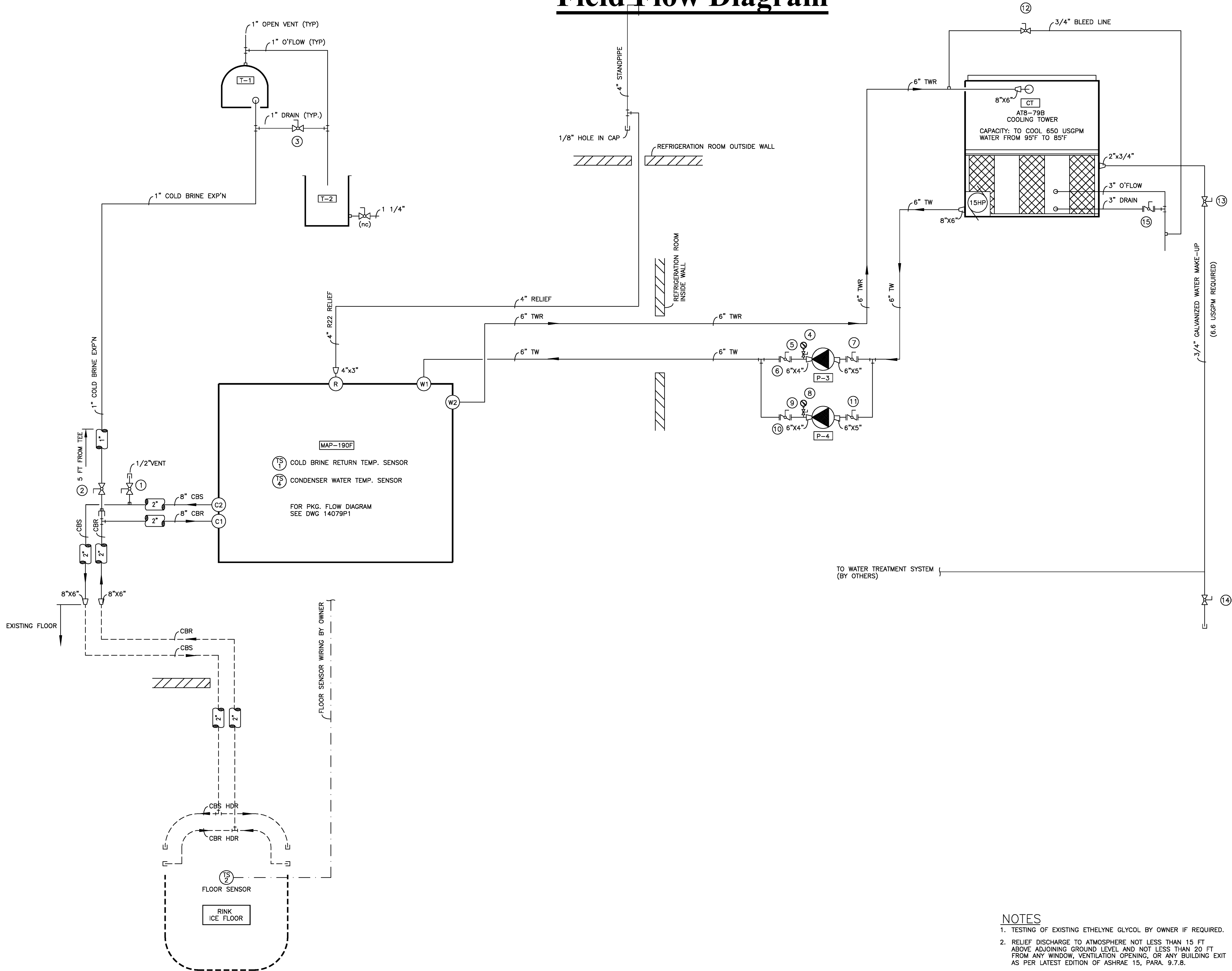
REMARKS: VESSEL INTENDED FOR NON-CORROSIVE SERVICE.
EXEMPT FROM IMPACT TESTING PER UCS-66(g) AND UG-20 (f)

BILL OF MATERIAL						JOB QTY: 1	
ITEM	UNIT QTY.	DESCRIPTION	SPECS.	PART NO.	S	QTY.	UNIT OF MEAS.
1	1	24"O.D. X 0.375" NOM. (0.328" MIN.) ERW PIPE X 19'-9-3/4" LG.	SA-53-B	MP20126	S	19.82	FT
2A	1	1-1/4" NOM. PLT. (1.032"MIN.) X 28-1/4"O.D. C/W 500-3/4"O.D. TUBE HLS. & TIE ROD HLS. FINISH O.D.=28.00" FRONT TUBESHT. N.C TAPE 94002221 DWG. NO. 94002221-1	SA-516-70	MS20112A	S	5.54	SF
2B	1	1-1/4" NOM. PLT. (1.032"MIN.) X 28-1/4"O.D. C/W 500-3/4"O.D. TUBE HOLES, FINISH O.D.= 28.00" REAR TUBESHT. N.C TAPE 94002221 DWG. NO. 94002221-1	SA-516-70	MS20112A	S	5.54	SF
3	500	3/4" O.D. X 16 BWG. X 20'-0" + 1/8" - 0" LG. BARE STEEL TUBE	SA-214	MT20070B	AP	500	PC
4	6	3/8" DIA. BAR X 175-1/2" LG. TIE ROD	SA-36	MB50003	S	87.8	FT
5	2	24" O.D. X 0.375" NOM. (0.313" MIN.) X 1-1/2" S.F. 2 : 1 ELLIP. HEAD (MUST HAVE SQUARE ENDS NO BEVELS)	SA-516-70	MP62242	S	2	PC
6	2	1-1/4" NOM. PLT. FLANGE 28-1/2" O.D. X 24-1/8" I.D. (1.000" MIN.) O.D.= 28.00" DWG. NO. 940B223	SA-516-70	MS20112A	S	11.08	SF
7	1	1/8" THK. GSKT. 25-5/8" O.D. X 24-5/8" I.D. C/W 5/16" WEB	RED RUBBER	OM20090	S	4.62	SF
8	1	1/8" THK. GSKT. 25-5/8" O.D. X 24-5/8" I.D.	RED RUBBER	OM20090	S	4.62	SF
9	48	5/8"-11NC X 4-1/2" LG. CONT. THRD. STUD	SA-193-B7	FS61006	S	48	PC
10	96	5/8"-11NC HEX. NUT	SA-194-2H	FS61006	S	96	PC
11	3	14" IPS STD. WALL (.328" MIN) ERW PIPE X 12" LG.	A1 A2 A3	SA-53-B	MP20032	3	FOOT
12	1	1-1/4" IPS SCH. 80 SMLS. PIPE X 13-3/4" LG. T.O.E.	B1	SA-106-B	MP20067	1	FOOT
13	2	1 1/2" IPS SCH. 40 SMLS. PIPE X 2-3/4" LG.	F1 F2	SA-106-B	MP20064A	2	FOOT
14	1	1-1/4" IPS SCH. 80 SMLS. PIPE X 19" LG. T.O.E.	B2	SA-106-B	MP20067	1	FOOT
15	2	3/16" NOM. PLT. 5" X 5" LG. DEFLECTOR PLT.	F1 F2	SA-285-C	MS20011	2	FOOT
16	1	1-1/2" IPS SCH. 80 SMLS. PIPE X 5-1/4" LG.	G1	SA-106-B	08LEVO2	1	FOOT
17	1	1-1/2" IPS SCH. 80 SMLS. PIPE X 3-3/4" LG.	G2	SA-106-B	08LEVO1	1	FOOT
18	2	PHILLIPS 1100R LEVEL EYE C/W REFLEX LENS	SA-36	SP12100R	S	2	FOOT
19	2	PHILLIPS FROST SHIELD # 1105 C/O RING # 1106	---	PH1070;24	S	2	FOOT
20	1	8" IPS SCH. 40 ERW PIPE X 45" LG. CUT TO SUIT	H1	SA-53-B	MP20041	1	FOOT
21	4	3/8"-3000 LB. SCRD. FULL CPLG.	L1 L2 J1 J2	SA-105	MP70003	4	FOOT
22	4	3/8" IPS SCH.80 SMLS. PIPE X 6-1/2" LG. T.B.E.	L1 L2 J1 J2	SA-106-B	08NP03TBE	4	FOOT
23	3	3/4" IPS SCH.80 SMLS PIPE X 11" LONG CUT TO SUIT	N1 N2 N3	SA-106-B	MP20081	3	FOOT
24	3	3/4" IPS SCH.80 SMLS PIPE X 9" LONG CUT TO SUIT	N1 N2 N3	SA-106-B	MP20081	3	FOOT
25	1	8" IPS SCH. 40 ERW PIPE X 9" LG. CUT TO SUIT	H2	SA-53-B	MP20041	1	FOOT
26	3	3/4" IPS SOCKET WELD 45° ELBOW	N1 N2 N3	SA-105	---	AP	3
27	1	NAMEPLATE	STNLS.STL	NDB0001	S	1	FOOT
28	1	NAMEPLATE BRACKET	SA-285-C	08NPH	S	1	FOOT
29	3	3/8" NOM. PLT. 23-3/8" X 23-3/8" LG. TUBE SUPPORT	SA-285-C	MS20104A	S	11.4	SF
30	1	1/2" NOM. PLT. 4-13/16" X 4-13/16" LG. 1 CUTS 2 PER DWG. 900A1531	SA-516-70	MS20105A	S	0.17	SF
31	1	3/16" NOM. PLT. 8-1/4" X 23-1/2" LG. (CUT TO SUIT)	SA-285-C	MS20011	S	1.35	SF
32	1	24" O.D. X 0.375" NOM. (0.328 MIN) E.R.W. PIPE X 16'-11-5/8" LG.	SA-53-B	MP20126	S	16.97	FT
33	2	24" O.D. X 0.375" NOM. (0.313" MIN.) X 1-1/2" LG. S.F. 2:1 SEMI-ELL HEAD SINGLE BEVEL TO OUTSIDE REQ'D. STRESS RELIEVE HOT FORMED HEADS	SA-516-70	MP62242	S	2	PC
34	2	1" X 1/8" FLAT BAR X 72-5/8" LG. BACKING RING	SA-36	MB20104	S	12.1	FT
35	3	4" IPS SCH.40 ERW PIPE X 3 1/2" LONG	C1 C2 C3	SA-53-B	MP20061	S	.83
36	-	-	-	-	-	-	-
37	2	1-1/4" IPS SCH. 80 SMLS. PIPE X 6-1/2" LG. T.O.E.	D1 D2	SA-106-B	08NP12	S	2
38	2	1/4" NOM. PLT. 3" X 3-3/4" LG. GUSSET	SA-285-C	MS20010	S	0.17	SF
39	2	VESSEL SUPPORT REFER TO DWG. NO. 900A1680-2	SA-36	VE12024;24	S	2	FOOT
40	1	1-1/4" IPS SCH. 80 SMLS. PIPE X 13" LG. T.O.E.	B3	SA-106-B	MP20067	S	FOOT
41	1	3/4"- 3000 LB. SCRD. FULL CPLG.	P	SA-105	MP70007	S	1
42	1	8" IPS SCH. 40 90° L.R. WELDELL	H2	SA-234-WPB	MP72080	AP	1
43	2	2 1/2" IPS SCH. 40 SMLS. PIPE X 34-3/4" LG.	SA-106-B	MP20064A	S	5.80	FT
44	1	2 1/2" SCH. 40 STRAIGHT WELD TEE	SA-234-WPB	MP80025	AP	1	FOOT
45	2	2 1/2" SCH. 40 L.R. 90° WELDELL	SA-234-WPB	MP72025	AP	2	FOOT
46	3	4" SCH. 40 45° WELDELL	C1 C2 C3	SA-234-WPB	MP72104	AP	3
47	3	3/16" NOM. PLT. 10 1/2" X 66" LG. FORMED L	SA-285-C	MS20011	S	14.44	SF
48	1	8" IPS SCH. 40 ERW PIPE X 6" LG.	H2	SA-53-B	MP20041	S	0.5
49	-	-	-	-	-	-	-
50	6	3/8" NOM. THK. RE.PAD X 19" OD - CUT FROM 24" PIPE	A1 A2 A3	SA-53-B	MP20126	S	3.25
51	1	1/4" PERFORATED PLATE 11 5/8" X 12"	H1	SA-285-C	MS20051	S	1.00

REF. DWGS. & SPECS.		WELDING PROCEDURES: W72-1, W66-2	
940D221-1	TUBESHEET & SUPPORT	<div><div>U</div><div>W</div><div>RES</div></div>	<div>NAT. BD. NO. _____</div>
900A1680-2	VESSEL SUPPORT		<div>CERTIFIED BY</div>
940B459	BAFFLE ASSEMBLY		<div>CIMCO</div> <div>DIVISION OF TOROMONT INDUSTRIES LTD.</div> <div>TORONTO, ONTARIO CANADA</div>
900C2033-1	WELD DETAILS		<div>MAX. ALLOWABLE WORKING PRESSURE</div>
940B223	PLATE FLANGE RINGS		<div>MAX. TEMPERATURE</div>
940C460	HEAD DETAILS	<div>SHELL SIDE</div> <div>TUBE SIDE</div> <div>MIN. DESIGN METAL TEMP.</div> <div>SERIAL NO.</div> <div>O.I.N.</div> <div>C.R.N.</div>	<div><div>250 PSIG.</div><div>AT</div><div>150 ° F</div></div> <div><div>150 PSIG.</div><div>AT</div><div>150 ° F</div></div> <div><div>SS -20 LS -20 ° F</div><div>AT</div><div>SS 250 LS 150 PSIG.</div></div> <div><div>YEAR BUILT</div><div>1996</div></div> <div><div>_____</div></div> <div><div>N/A</div><div>ITEM</div><div>_____</div></div>
ENGINEER'S STAMP	REGISTRATION STAMP	NAMEPLATE STAMPING	

[illegible]

Field Flow Diagram



NOTES

- TESTING OF EXISTING ETHYLENE GLYCOL BY OWNER IF REQUIRED.
- RELIEF DISCHARGE TO ATMOSPHERE NOT LESS THAN 15 FT ABOVE ADJOINING GROUND LEVEL AND NOT LESS THAN 20 FT FROM ANY WINDOW, VENTILATION OPENING, OR ANY BUILDING EXIT AS PER LATEST EDITION OF ASHRAE 15, PARA. 9.7.8.

NOTES

- THIS DRAWING IS DIAGRAMMATIC ONLY.
- REFRIGERANT PIPING TO CONFORM TO ASME B31.5 & AHRAE 15 REFRIGERATION CODES & THE FOLLOWING SPECIFICATIONS :
1/4"OD CONTROL TUBING -0.35"WALL A179 SOFT STL TUBING
UP TO & INCLUDING 1 1/2"IPS -SCH. 80 ASTM A53 OR A106 GRADE A OR B SEAMLESS
2" & 2 1/2"IPS -SCH. 40 ASTM A53 OR A106 GRADE A OR B ERW OR SEAMLESS
3"IPS & OVER -SCH. 40 ASTM A53 GRADE A OR B ERW
- ALL REFRIGERANT FITTINGS SHALL BEAR THE MANUFACTURERS IDENTIFICATION & CONFORM TO THE FOLLOWING SPECIFICATIONS :
1/4"OD CONTROL FITTINGS -FERULOK BITE TYPE STL TUBE FITTINGS
UP TO & INCLUDING 1 1/2"IPS -SOCKET WELD : FORGED STL, ASTM A105 GRADE 2, 3000LB BUTT WELD : CARBON STL, ASTM A234B GRADE 2, EXTRA STRONG THREADED : AAR MALLEABLE IRON, ASTM A47 GRADE 32510, 300LB OR FORGED STL, ASTM A105 GRADE 2, 3000LB
2"IPS & OVER -SOCKET WELD : FORGED STL, ASTM A105 GRADE 2, 3000LB BUTT WELD : CARBON STL, ASTM A234B GRADE 2, STD WT
FLANGES -ANSI RF, ASTM A105-1 OR A181, GRADE 1, PRESS. RATING TO MATCH DESIGN WORKING PRESS.
- ALL REFRIGERANT PIPING CONNECTIONS UP TO 1 1/2"IPS SHALL BE SOCKET WELD, BUTT WELD OR THREADED.
- ALL REFRIGERANT PIPING CONNECTIONS 2"IPS & LARGER SHALL BE SOCKET WELD OR BUTT WELD.
- CLASSIFICATION OF REFRIGERANT : GROUP A1, FREON R22, 1750 LBS CHARGE
- CLASSIFICATION OF REFRIGERATING SYSTEM TYPE : INDIRECT VENTED CLOSED SYSTEM
- CLASSIFICATION OF OCCUPANCY : MACHINE ROOM-INDUSTRIAL OCCUPANCY
- SYSTEM TEMPERATURES : -20°F/300°F
- SYSTEM PRESSURES : DESIGN & TEST OPERATING
HIGH SIDE 250 PSIG 210.8 PSIG (105°F)
LOW SIDE 250 PSIG 27.3 PSIG (4°F)
- REFRIGERANT SYSTEM PRESS. TEST : NITROGEN & AIR
- BRINE & WATER PIPING TO BE SCH. 40 ASTM A53 STL PIPE WITH SREWED FITTINGS TO 2" & BUTT WELD FITTINGS OVER 2" UNLESS SHOWN OTHERWISE.
- ALL PIPING & EQUIPMENT TO BE INSULATED AS SHOWN BY [Symbol]
ARENAPAK CHILLER & LOW TEMP. PIPING ; FOAM IN PLACE URETHANE WITH FIBREGLASS JACKET
FIELD LOW TEMP. PIPING ; URETHANE OR EQUAL WITH VAPOUR BARRIER & PVC JACKET

EQUIPMENT SCHEDULE

MAP-190F ARENAPAK	CIMCO MAP-190F ARENAPAK FLOODED FREON R22 / 1.07 SG ETHYLENE GLYCOL BRINE 3-125 HP, 3/60/460V CMPR 2-40 HP, 3/60/460V BRINE PUMPS CAPACITY: 190 TONS @ 4°F ET, 105°F CT	JAG	SIZE	DESCRIPTION	POSITION
CT	EVAPCO COOLING TOWER MODEL: AT-8-79-B 15 HP FAN MOTOR, 1800/900 RPM	①	1/2" FPT	BALL VALVE	CLOSED
P-3	TACO MODEL FE4008 650 USGPM @ 47' HEAD	②	1" FPT	BALL VALVE	OPEN
P-4	TACO MODEL FE4008 650 USGPM @ 47' HEAD	③	1" FPT	BALL VALVE	CLOSED
T-1	32" DIA. x 44" LG POLY. TANK CAPACITY: 110 USGAL.	④	1/4" MPT	WATER PRESSURE GAUGE	-
T-2	22" DIA. x 34" H POLY. TANK CAPACITY: 45 USGAL.	⑤	1/4" FPT	BALL VALVE	OPEN
		⑥	6" FLG	BUTTERFLY VALVE	OPEN
		⑦	6" FLG	BUTTERFLY VALVE	OPEN
		⑧	1/4" MPT	WATER PRESSURE GAUGE	-
		⑨	1/4" FPT	BALL VALVE	OPEN
		⑩	6" FLG	BUTTERFLY VALVE	CLOSED
		⑪	6" FLG	BUTTERFLY VALVE	CLOSED
		⑫	3/4" FPT	BALL VALVE	OPEN
		⑬	3/4" FPT	BALL VALVE	OPEN
		⑭	3/4" FPT	BALL VALVE	CLOSED
		⑮	3" FLG	BUTTERFLY VALVE	CLOSED

LEGEND

	GLOBE VALVE		BALL VALVE		EQUIPMENT/PIPING BY CIMCO
	ANGLE VALVE		THERMOMETER		EQUIPMENT/PIPING EXISTING OR BY OWNER
	HAND EXPANSION		PRESS. GAUGE		WIRING BY CIMCO
	STRAINER		FLOAT SWITCH		
	SOLENOID VALVE		ELEC. VALVE/SWITCH		
	CHECK VALVE		LOCAL CONTROL		
	RELIEF VALVE		REMOTE CONTROL		
	BUTTERFLY VALVE				

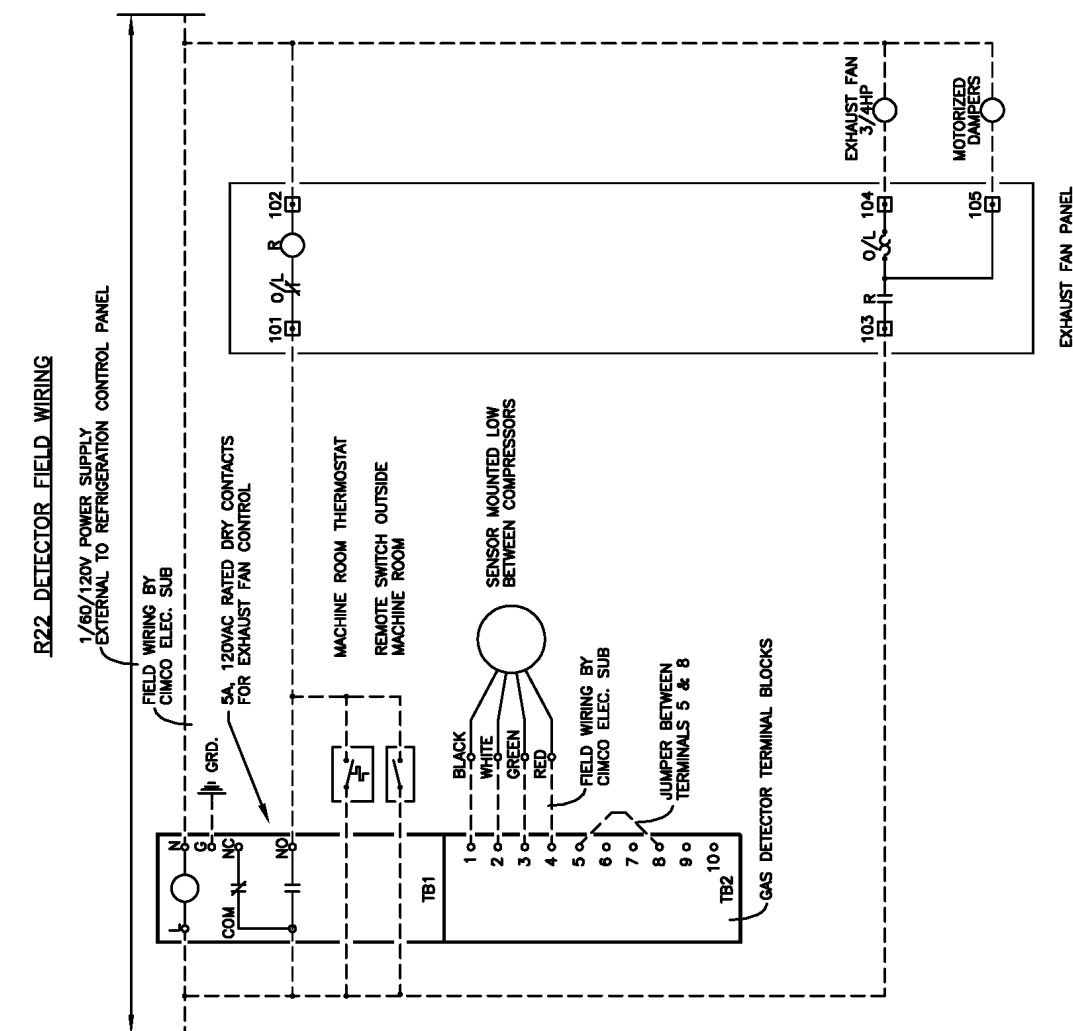
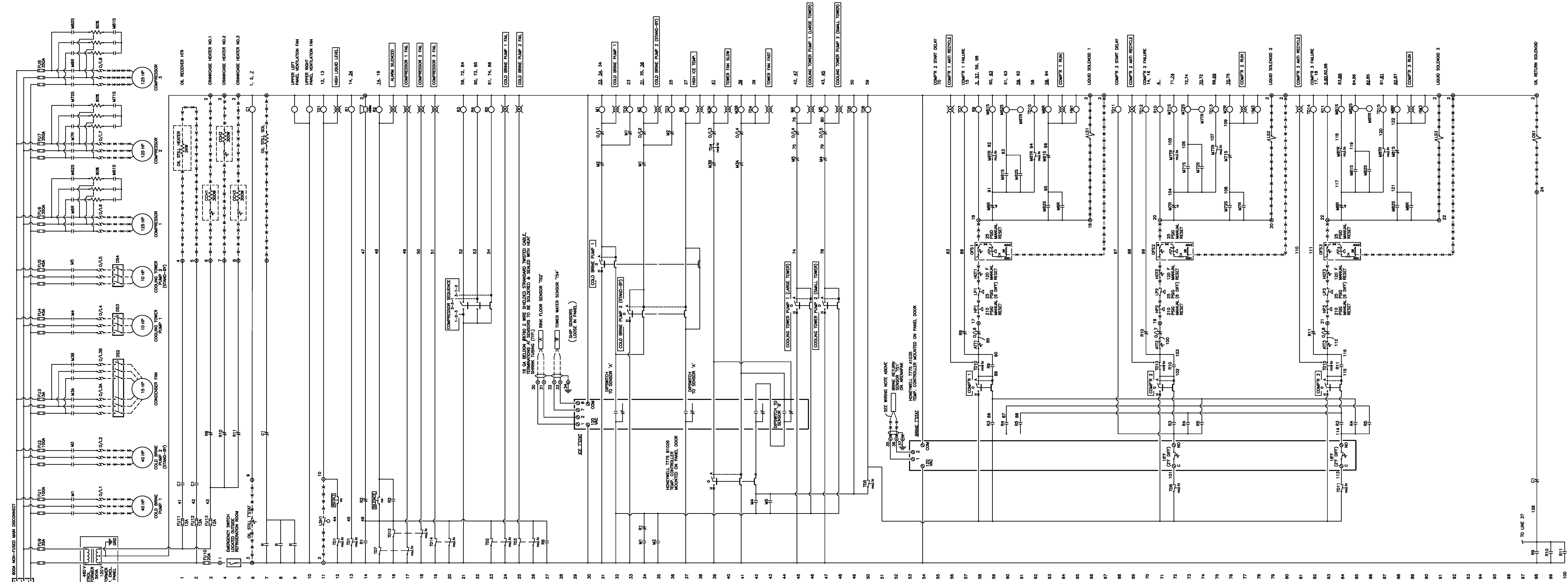
REV.	DATE	DESCRIPTION	BY	APPR'D

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FOR	MISSISSIPPI COAST COLISEUM & CONVENTION CENTER BILOXI, MISSISSIPPI	DRAWN D.A.M.	CHECKED	APP'D
TITLE	FIELD FLOW DIAGRAM	DATE JUL 5/96	SCALE N.T.S.	REV.
		JOB NO. 14-079	DWG. NO. 14079D5	0

Control Wiring Diagram (1of3)



ICE/UNDERFLOOR T'STAT

BRINE T'STAT	
STAGE 1	- MIDDLE COMP'R
STAGE 2	- LAG COMP'R
STAGE 3	- ICE TAKEOUT

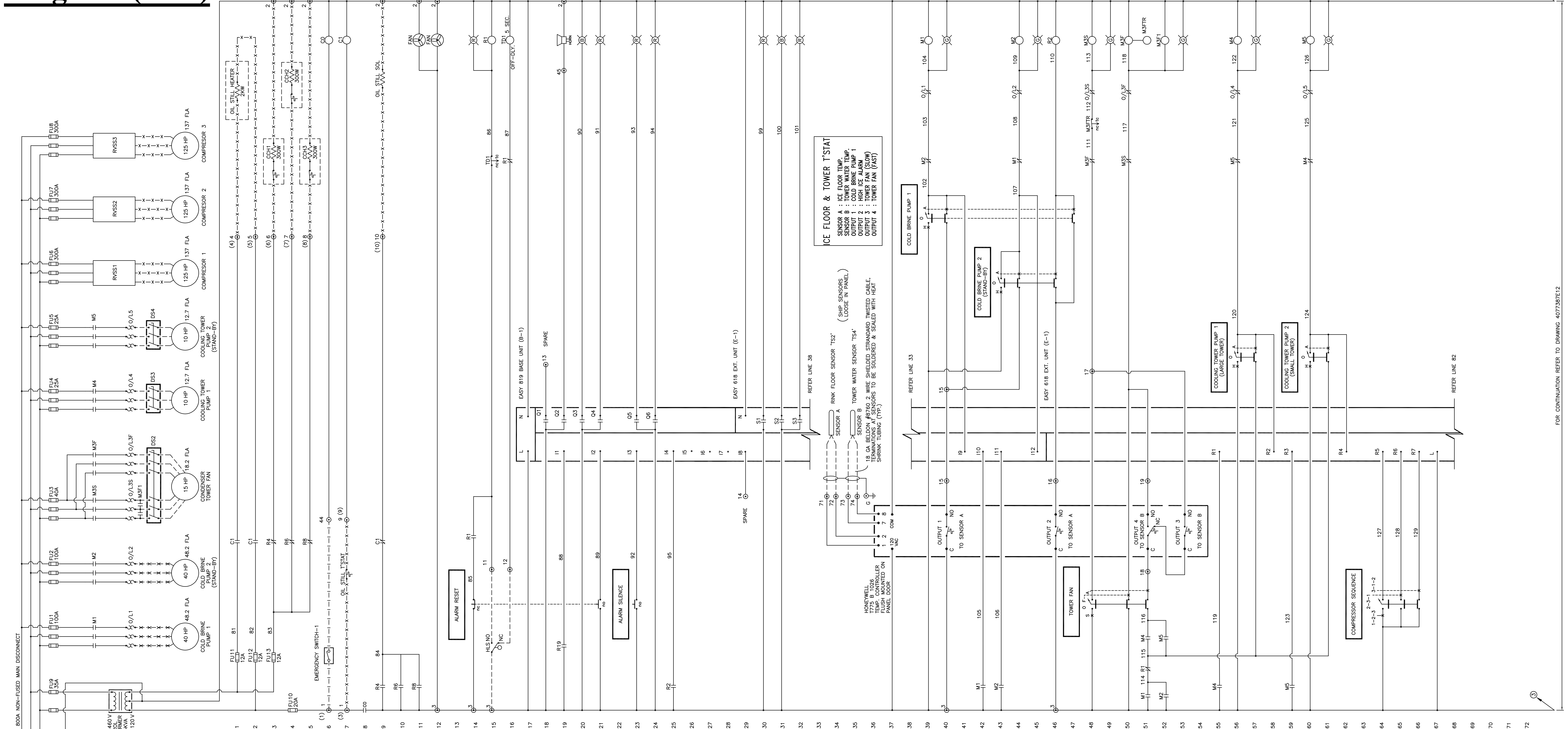
- LEGEND**
1. Panel Wiring
Field Wiring
Stop Wiring
- R - Y - B - W - G - N -
2. Panel Terminals (120V)
Exhaust Fan Panel Terminals
Exhaust Fan Panel Thermostat
3. ATT : Auto Transformer Starter Thermostat
RS : Reconnected Switch
F : Fan
F1 : Fan
F2 : Fan
HOT : High Oil Temperature
HPT : High Pressure Cutout
HBP : High Pressure Bypass
LP : Low Pressure Cutout
LS : Low Pressure Switch
L : Liquid Solenoid
L1 : Liquid Solenoid 1
L2 : Liquid Solenoid 2
L3 : Liquid Solenoid 3
L4 : Auxiliary Motor Compressor
OVS : Oil Failure Switch
O1 : Oil Return Solenoid
O2 : Oil Return Solenoid
TD : Time Delay Relay

- | NOTES |
|---|
| 1. All wiring to be in accordance with local power commission codes.
2. Control Panel to be CSA approved & UL listed.
3. All titles in boxes denote kerosene nameplates.
4. Final connections to all refrigeration motors to be flexible.
5. Equipment should run in "AUTO" position, "Hand" is for service only.
6. Last terminal # used : 37 Not used : 29
7. Last wire # used : 128 Not used : |

[illegible]

Control Wiring

Diagram (2of3)



FOR CONTINUATION REFER TO DRAWING 4077387E12

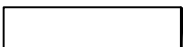
FOR INQUIRIES CALL
CIMCO AUTOMATION GROUP
TORONTO HEAD OFFICE AT
(416) 465-7581

NOTES

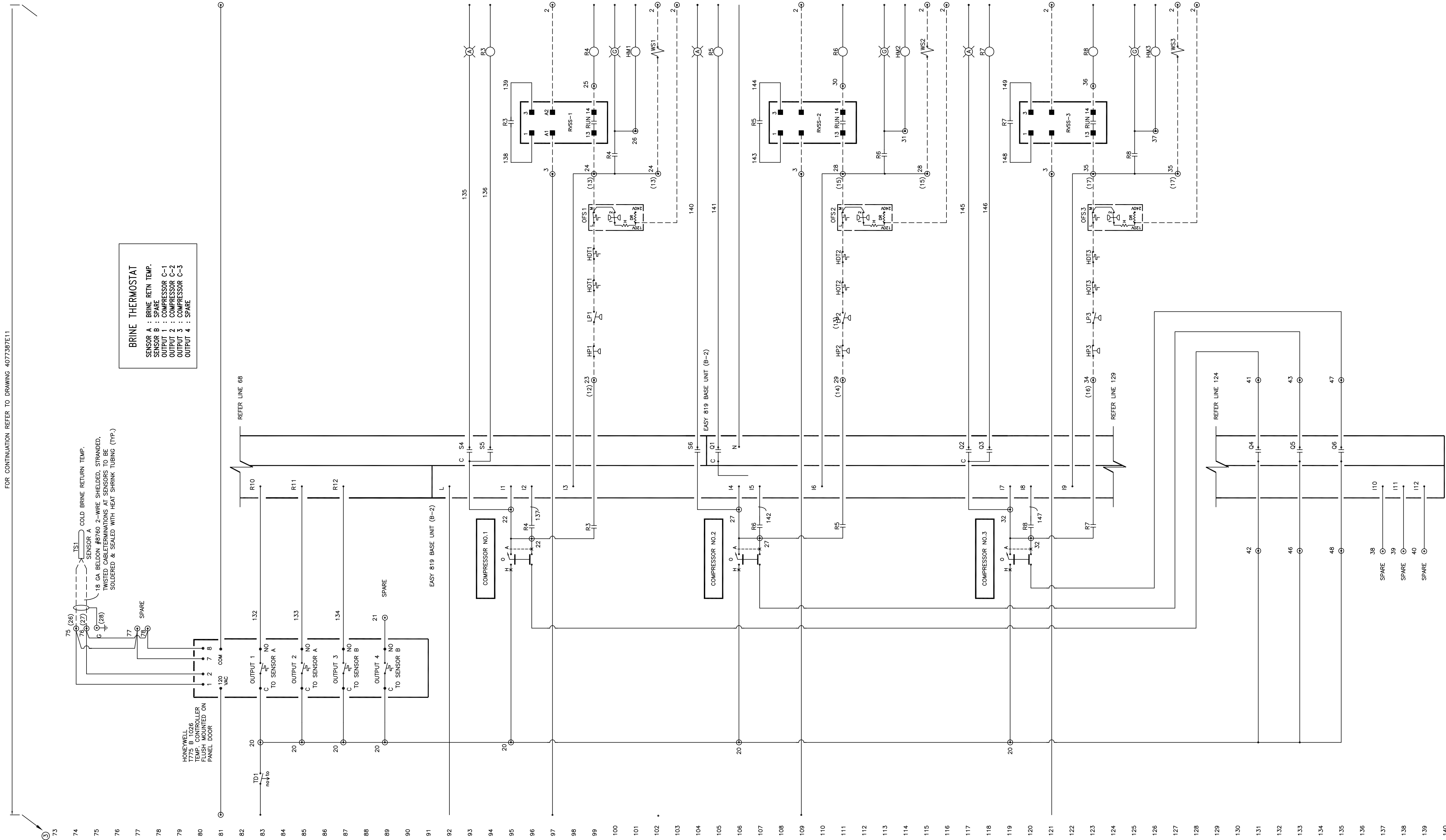
1. All wiring to be in accordance with local power commission codes.
2. DDC & Control Panel to be UL/CSA approved.
3. All titles in boxes denotes Unmanned Aerial Vehicles.
4. Final connections to all refrigeration motors to be flexible.
5. Equipment should run in "AUTO" position.
6. "Hand" is for service only.
7. All power lines to be HRS dual element.
8. All under floor wiring to RTD's from conditioning board to RTD shall be #20 gauge stranded shielded. Electrical contractor to pull wire from RTD to conditioning board.
9. All RTD wells to be 1/2" half coupling.
10. Use basket 8451 or equal for all low voltage wiring.
11. All low voltage wiring to be run in separate conduit.
12. Infrared sensor to be mounted over ice painting directly down using bracket supply. Keep at least 8' away from dasher and 4' away from lighting fixtures.


ONTROL LEGEND

⊙	CINCO PACKAGE STARTER PANEL
▽	VFD TERMINAL
∇	DDC/INSTRUMENT TERMINAL
⊠	CINCO DDC PANEL TERMINAL
⊞	MOELLER PLC TERMINAL
⊞	EXISTING PANEL TERMINAL
()	EXISTING PANEL TERMINAL NUMBER
—	PREWIRED PANEL WIRING
—	PACKAGE WIRING
— — — —	FIELD WIRING (BY CINCO SUBCONTRACTOR)
- x - x - x -	FIELD WIRING (BY OWNER)
FU:	FUSE

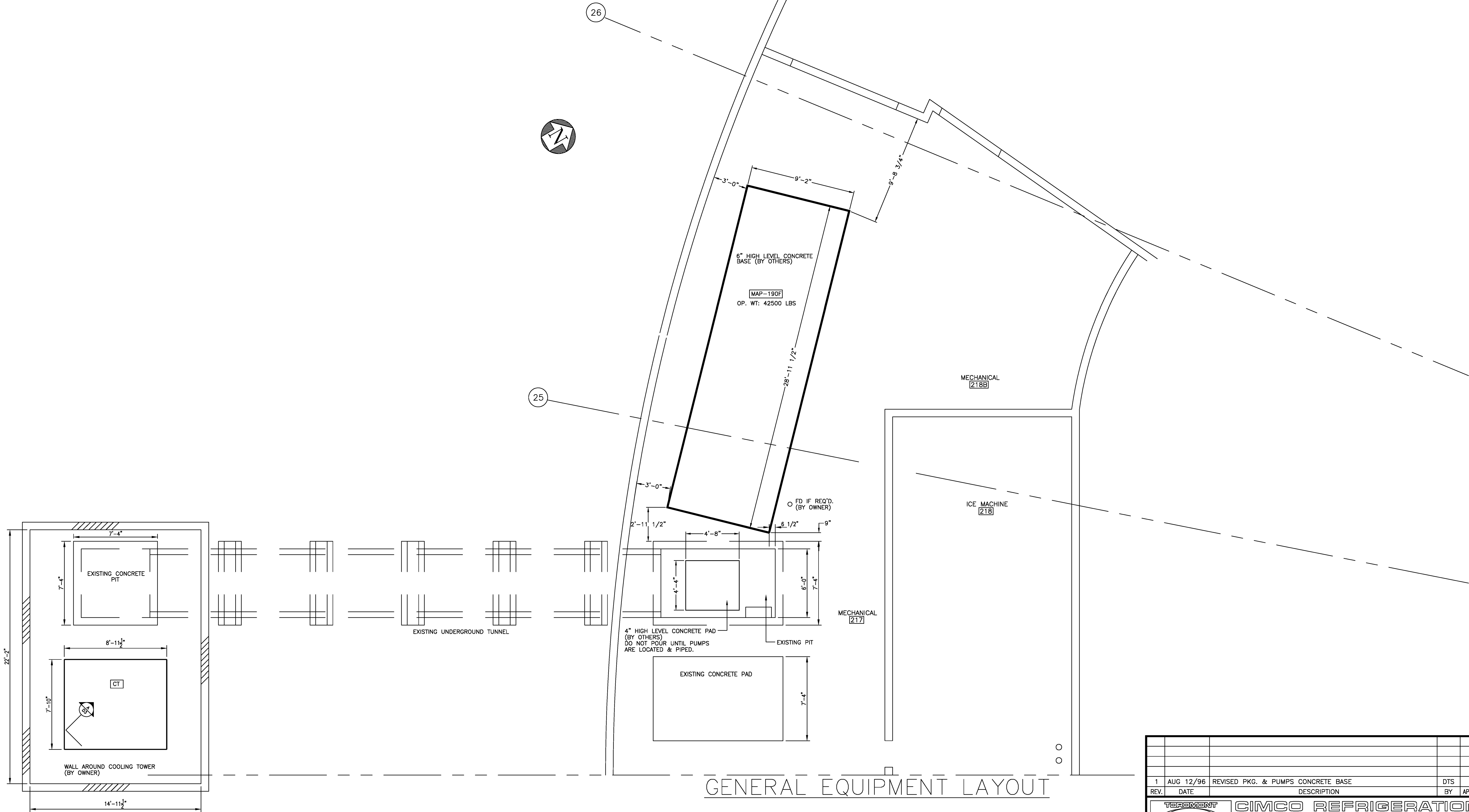
SAP REFERENCE No.		4077387/W.O. 8007145	
3	JUNE 1/07	AS PACKAGE WIRING	BZ
2	MAY 23/07	GENERAL REVISION	BZ
1	MAY 18/07	ADD INFORMATION TO HONEYWELL T775	BZ
0	MAY 4/07	ADDITIONS TO ORIGINAL 14079D2 DRAWING	EA
REV.	DATE	DESCRIPTION	BY
		<h2 style="text-align: center;">CIMCO REFRIGERATION</h2> <div style="display: flex; justify-content: space-around; font-size: small;"> <div> <ul style="list-style-type: none"> • Alrno • London • St. John's • Mobile, AL • North Salt Lake, UT </div> <div> <ul style="list-style-type: none"> • Calgary • Moncton • Toronto • Phoenix, AZ • Syracuse, NY </div> <div> <ul style="list-style-type: none"> • Dartmouth • Montreal • Vancouver • Victoria • Edmonton • Ottawa • Winnipeg • Beijing, PRC </div> <div> <ul style="list-style-type: none"> • Gaspe • Quebec City • Wollington, CT • Kelowna • Saskatoon </div> </div>	
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FOR MISSISSIPPI COAST COLISEUM 2350 EAST BEACH ROAD BILOXI 39531		DRAWN EA	CHECKED
TITLE ELECTRICAL CONTROL WIRING DIAGRAM (1 OF 2)		DATE MAY 4/07	SCALE N.T.S.
		JOB NO. 4077387	DWG. NO. 4077387E11
		REV. 3	

Control Wiring Diagram (3of3)



SAP REFERENCE No.		4077387/W.O. 8007145					
3	JUNE 1/07	AS PACKAGE WIRING			BZ		
2	MAY 23/07	GENERAL REVISION			BZ		
1	MAY 18/07	ADD INFORMATION TO HONEYWELL T775			BZ		
0	MAY 4/07	ADDITIONS TO ORIGINAL 14079D2 DRAWING			EA		
REV.	DATE	DESCRIPTION			BY	APP'D	
<div><div>TOROMONT</div><div></div></div>		<div>CIMCO REFRIGERATION</div> <div><div><div>• Alma</div><div>• Calgary</div><div>• London</div><div>• St. John's</div><div>• Mobile, AL</div><div>• North Salt Lake, UT</div></div><div><div>• Moncton</div><div>• Toronto</div><div>• Phoenix, AZ</div><div>• Syracuse, NY</div></div><div><div>• Dartmouth</div><div>• Montreal</div><div>• Vancouver</div><div>• Victoria</div></div><div><div>• Edmonton</div><div>• Ottawa</div><div>• Winnipeg</div></div><div><div>• Gaspe</div><div>• Kelowna</div><div>• Quebec City</div><div>• Saskatoon</div><div>• Wainwright, CT</div><div>• Beijing, PRC</div></div></div>					
		<div>THIS DESIGN DRAWING AND SPECIFICATION IS THE EXCLUSIVE PROPERTY OF CIMCO REFRIGERATION; IT AND/OR THE DESIGN THEREIN ARE NOT TO BE COPIED, SOLD, TRANSFERRED OR REPRODUCED IN ANY WAY AND IS SUBJECT TO RETURN ON DEMAND. THE ITEMS DESIGNED MAY NOT BE BUILT OR ASSEMBLED OR ITS DESIGN CRITERIA DISCLOSED TO OTHER PARTIES WITHOUT THE WRITTEN PERMISSION OF CIMCO REFRIGERATION.</div>					
FOR		MISSISSIPPI COAST COLISEM 2350 EAST BEACH ROAD BILOXI 39531			DRAWN EA	CHECKED	APP'D
					DATE MAY 4/07	SCALE N.T.S.	
TITLE		ELECTRICAL CONTROL WIRING DIAGRAM (2 OF 2)			JOB NO. 4077387	DWG. NO. 4077387E12	REV. 3

Equipment Housekeeping Pads



GENERAL EQUIPMENT LAYOUT

NOTES:

1. ENSURE COOLING TOWER WATER OUTLET CONNECTION ELEVATION AT LEAST 12" ABOVE OUTSIDE CONCRETE PIT

1	AUG 12/96	REVISED PKG. & PUMPS CONCRETE BASE	DTS	
REV.	DATE	DESCRIPTION	BY	APPR'D
		CIMCO REFRIGERATION St. John's • Dartmouth • Quebec City • Montreal • Ottawa • Toronto London • Winnipeg • Regina • Saskatoon • Edmonton • Calgary • Vancouver		
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FOR	MISSISSIPPI COAST COLISEUM & CONVENTION CENTER BILOXI, MISSISSIPPI		DRAWN D.A.M.	CHECKED SCALE 1/4" = 1'-0"
TITLE	EQUIPMENT HOUSEKEEPING PADS		JOB NO. 14-079	DWG. NO. 14079D3 REV. 1

Schedules & Notes

N O T E S : (PACKAGE)

COMPRESSOR #1			
TAG	SIZE	DESCRIPTION	POSITION
1	1/2" SW	SEAL CAP ANGLE VALVE	OPEN
2	1/2"	STRAINER	—
3	1/2" SW	SOLENOID VALVE	OPEN
4	3/8"	TX VALVE	MODULATE
5	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES.)	OPEN
6	1/2" SW	SEAL CAP ANGLE VALVE	CLOSED
7	1/2" X 1/2"	LIQUID DRAINER	MODULATE
8	3/8" FPT	SEAL CAP ANGLE VALVE	OPEN
9	1" FPT	RELIEF VALVE (STD COMPRESSOR ACCESSORY)	CLOSED
10	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES)	CLOSED

COMPRESSOR #2			
TAG	SIZE	DESCRIPTION	POSITION
31	1/2" SW	SEAL CAP ANGLE VALVE	OPEN
32	1/2"	STRAINER	—
33	1/2" SW	SOLENOID VALVE	OPEN
34	3/8"	TX VALVE	MODULATE
35	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES.)	OPEN
36	1/2" SW	SEAL CAP ANGLE VALVE	CLOSED
37	1/2" X 1/2"	LIQUID DRAINER	MODULATE
38	3/8" FPT	SEAL CAP ANGLE VALVE	OPEN
39	1" FPT	RELIEF VALVE (STD COMPRESSOR ACCESSORY)	CLOSED
40	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES)	CLOSED

COMPRESSOR #3			
TAG	SIZE	DESCRIPTION	POSITION
61	1/2" SW	SEAL CAP ANGLE VALVE	OPEN
62	1/2"	STRAINER	—
63	1/2" SW	SOLENOID VALVE	OPEN
64	3/8"	TX VALVE	MODULATE
65	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES.)	MODULATE
66	1/2" SW	SEAL CAP ANGLE VALVE	CLOSED
67	1/2" X 1/2"	LIQUID DRAINER	MODULATE
68	3/8" FPT	SEAL CAP ANGLE VALVE	OPEN
69	1" FPT	RELIEF VALVE (STD COMPRESSOR ACCESSORY)	CLOSED
70	1/4" FPT	SEAL CAP ANGLE VALVE (STD COMPRESSOR ACCES)	CLOSED

COLD BRINE LINES			
TAG	SIZE	DESCRIPTION	POSITION
100	8"	BRAY BUTTERFLY VALVE C/W LEVER OPERATOR	OPEN
101	1 1/4" FPT	BALL VALVE	CLOSED
102	1/4" FPT	BALL VALVE	OPEN
103	1/4" MPT	PRESSURE GAUGE	—
104	1 1/4" FPT	BALL VALVE	CLOSED
105	6"	CHECK VALVE	OPEN
106	6"	BRAY BUTTERFLY VALVE C/W LEVER OPERATOR	OPEN
110	8"	BRAY BUTTERFLY VALVE C/W LEVER OPERATOR	OPEN
111	1/4" FPT	BALL VALVE	OPEN
112	1/4" MPT	PRESSURE GAUGE	—
113	6"	CHECK VALVE	OPEN
114	6"	BRAY BUTTERFLY VALVE C/W LEVER OPERATOR	OPEN
115	1/2" FPT	BALL VALVE	CLOSED
116	—	—	—
117	1/2" MPT	THERMOMETER	—
118	1/2" MPT	THERMOMETER	—

DISCHARGE LINE			
TAG	SIZE	DESCRIPTION	POSITION
170	3" SW	CHECK VALVE C/W MANUAL LIFT STEM	OPEN
171	3" BW	SEAL CAP ANGLE VALVE	OPEN
172	3" SW	CHECK VALVE C/W MANUAL LIFT STEM	OPEN
173	3" BW	SEAL CAP ANGLE VALVE	OPEN
174	3" SW	CHECK VALVE C/W MANUAL LIFT STEM	OPEN
175	3" BW	SEAL CAP ANGLE VALVE	OPEN
176	5" BW	SEAL CAP ANGLE VALVE	OPEN

HIGH SIDE FLOAT			
TAG	SIZE	DESCRIPTION	POSITION
200	3/8" FPT	SEAL CAP ANGLE VALVE	CLOSED
201	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
202	3/4" X 1/2"	FLOAT VALVE	MODULATE
203	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
204	2" SW	SEAL CAP ANGLE VALVE	OPEN
205	2" SW	SEAL CAP GLOBE VALVE	OPEN
206	1/4"FPT X 1/4"WFL	SEAL CAP ANGLE VALVE	CLOSED
207	2" SW	SEAL CAP GLOBE VALVE	OPEN
208	2" SW	SEAL CAP ANGLE VALVE	OPEN
209	1/4"FPT X 1/4"WFL	SEAL CAP ANGLE VALVE	CLOSED
210	2" SW	SEAL CAP GLOBE VALVE	OPEN
211	2" SW	PHILLIPS PILOT OPERATED CONTROL VALVE	MODULATE
212	2 1/2" SW	CHECK VALVE	OPEN
213	2 1/2" SW	SEAL CAP GLOBE VALVE	OPEN
214	1/4" FPT	GAUGE VALVE	OPEN
215	1/4" FPT	GAUGE VALVE	OPEN
216	1 1/4" SW	HAND EXPANSION VALVE C/W SEAL CAP	CLOSED
217	1/4" MPT	PRESSURE GAUGE	—
218	3/8"FPT X 3/8"WFL	SEAL CAP ANGLE VALVE	CLOSED

RELIEF LINES			
TAG	SIZE	DESCRIPTION	POSITION
300	1/2" X 3/4"	RELIEF VALVE SET @ 250 PSIG	CLOSED
301	1/2" X 3/4"	RELIEF VALVE SET @ 250 PSIG	CLOSED
302	1/2" X 3/4"	RELIEF VALVE SET @ 250 PSIG	CLOSED
303	1/2" X 3/4"	RELIEF VALVE SET @ 250 PSIG	CLOSED
304	1/2" X 3/4"	RELIEF VALVE SET @ 250 PSIG	CLOSED
305	1/2"	3-WAY VALVE	OPEN
306	1 1/4"x1 1/2"	RELIEF VALVE SET @ 250 PSIG	CLOSED
307	1 1/4"x1 1/2"	RELIEF VALVE SET @ 250 PSIG	CLOSED
308	1 1/4"	3-WAY VALVE	OPEN
309	3/4" X 1"	RELIEF VALVE SET @ 250 PSIG	CLOSED
310	3/4" X 1"	RELIEF VALVE SET @ 250 PSIG	CLOSED
311	3/4"	3-WAY VALVE	OPEN

HIGH LEVEL SWITCH			
TAG	SIZE	DESCRIPTION	POSITION
350	1 1/4" SW	SEAL CAP ANGLE VALVE	OPEN
351	3/4" SW	R/S LL HERMETIC FLOAT SWITCH	—
352	1 1/4" SW	SEAL CAP ANGLE VALVE	OPEN

OIL LINES			
TAG	SIZE	DESCRIPTION	POSITION
550	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
551	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
552	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
553	3/4" SW	SOLENOID VALVE	OPEN
554	3/4" FPT	HAND EXPANSION VALVE C/W SEAL CAP	OPEN
555	3/4" FPT	SIGHT GLASS	—
556	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
557	3/8" FPT	SEAL CAP ANGLE VALVE	CLOSED
558	3/4" SW	SEAL CAP GLOBE VALVE	OPEN
559	3/8"FPT X 3/8"WFL	SEAL CAP ANGLE VALVE	CLOSED
560	1/2"SW	SEAL CAP GLOBE VALVE	OPEN
561	1/2"SW	STRAINER	—
562	1/2"SW	SEAL CAP GLOBE VALVE	OPEN
563	1/2"SW	STRAINER	—
564	1/2"SW	SEAL CAP GLOBE VALVE	OPEN
565	1/2"SW	STRAINER	—

CHILLER			
TAG	SIZE	DESCRIPTION	POSITION
600	3/8" FPT	BALL VALVE	CLOSED
601	3/8" FPT	BALL VALVE	CLOSED
602	3/8" FPT	BALL VALVE	CLOSED
603	3/8" FPT	BALL VALVE	CLOSED

CONDENSER			
TAG	SIZE	DESCRIPTION	POSITION
700	1/2" MPT	THERMOMETER	—
701	1/2" MPT	THERMOMETER	—
702	3/4" FPT	BALL VALVE	CLOSED
703	3/4" FPT	BALL VALVE	CLOSED

GAUGE PANEL			
TAG	SIZE	DESCRIPTION	POSITION
900	1/4" FPT	SEAL CAP ANGLE VALVE	OPEN
901	1/4" FPT	SEAL CAP ANGLE VALVE	OPEN
902	1/4" MPT	LOW PRESSURE GAUGE	—
903	1/4" MPT	HIGH PRESSURE GAUGE	—

TIE IN POINT			
TAG	SIZE	TYPE	DESCRIPTION
1	8"	PIPE STUB	COLD BRINE RETURN FROM RINK
2	8"	PIPE STUB	COLD BRINE SUPPLY TO RINK
3	6"	PIPE STUB	COLD WATER SUPPLY TO CONDENSER
4	8"	FLANGED (150# ANSI)	COLD WATER RETURN FROM CONDENSER
5	3 1/2"	PIPE STUB	RELIEF HEADER

- 1— PRIMARY REFRIGERATION PIPING SHALL CONFORM TO THE ASME B31.5 REFRIGERATION PRESSURE PIPING CODE, AND THE ASHRAE/ANSI 15–1992 SAFETY CODE FOR MECHANICAL REFRIGERATION
- 2—

— UP TO 1 1/2" IPS : SCH.80 ASTM A53 GRADE A OR B, SEAMLESS, OR

— 2" IPS : SCH.40 ASTM A53 GRADE A OR B SEAMLESS, OR

— 2 1/2" IPS & UP : SCH.40 ASTM A53 GRADE A OR B ERW
- 3— ALL REFRIGERANT FITTINGS SHALL BEAR THE MANUFACTURER'S IDENTIFICATION, AND CONFORM TO THE FOLLOWING SPECIFICATIONS:

— FLANGES ANSI RF : ASTM A105 OR ASTM A181 CLASS 70

PRESSURE RATING TO MATCH DESIGN WORKING PRESSURE.

— PIPE FITTINGS UP TO 1 1/2" :

THREADED : AAR MALLEABLE IRON, ASTM A47 GRADE 32510, 300LB, OR FORGED STEEL, ASTM A105, 3000LB.

SOCKET WELD : FORGED STEEL, ASTM A105, 3000LB.

BUTT WELD : CARBON STEEL, ASTM A234B, EXTRA STRONG.

— PIPE FITTINGS 2" AND UP :

SOCKET WELD : FORGED STEEL, ASTM A105 3000LB.

BUTT WELD : CARBON STEEL, ASTM A234B, STANDARD WEIGHT.
- 4— BRINE PIPING:

— 2" & UP: SCH.40 ERW BLACK STEEL PIPE WITH BUTT WELD FITTINGS

— 1 1/2" & DOWN: SCH.40 ERW BLACK STEEL PIPE WITH 150LB THREADED FITTINGS
- GLYCOL PIPING:

— 2" & UP: SCH.40 ERW BLACK STEEL PIPE WITH BUTT WELD FITTINGS.

— 1 1/2" & DOWN: SCH.40 ERW BLACK STEEL PIPE WITH 150LB THREADED FITTINGS
- 5— CLASSIFICATION OF REFRIGERANT : GROUP A1 R22 ,CHARGE : 1750 LBS
- 6— CLASSIFICATION OF REFRIGERATING SYSTEM BY TYPE : INDIRECT (VENTED CLOSED SYSTEM)
- 7— CLASSIFICATION OF OCCUPANCY : INDUSTRIAL (MACHINE ROOM)
- 8— SYSTEM PRESSURES/TEMPERATURES :

DESIGN OPERATING TEST

— HIGH SIDE PSIG(°F) 250 PSIG 210 PSIG (105°F) 250 PSIG

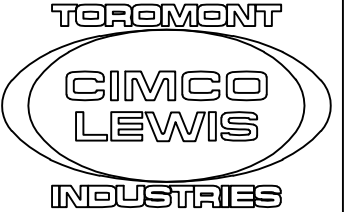
— LOW SIDE PSIG(°F) 250 PSIG 27.4 PSIG (4°F) 250 PSIG
- 9— TYPE OF TEST : PNEUMATIC
- 10— INSULATION SPECIFICATION:

BRINE CHILLER— FOAM IN PLACE URETHANE & FIBERGLASS JACKET

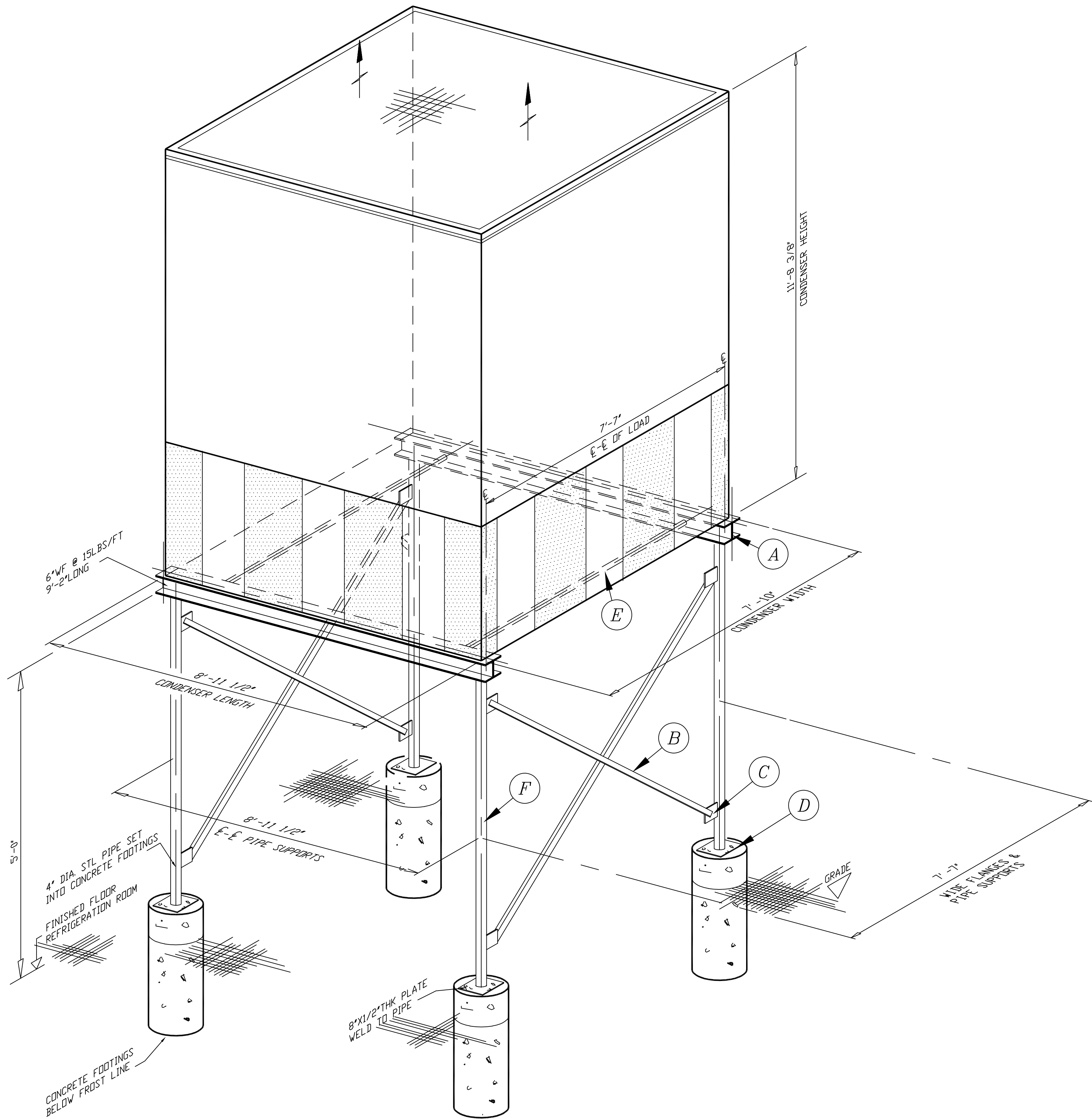
SUCTION LIQUID PIPING, FLOAT COLUMN, BRINE MAINS— FOAM IN PLACE URETHANE & FIBERGLASS JACKET THICKNESSES AS SHOWN IN " 3 " .
- 11— OIL CHARGE: CIMCO TYPE 'C' OIL
- COMPRESSORS: 6 GALLONS (24 LITRES) EACH.
- 12— POSITIONS SHOWN FOR ALL VALVES ARE BASED UPON UNIT OPERATION IN STANDARD COOLING MODE.

EQUIPMENT SCHEDULE

TAG	DESCRIPTION
C-1	CIMCO C606B (MYCOM F6WB) COMPRESSOR C/W 125 HP MOTOR 3/60/460V, ODP, 1800RPM, AUTO–TRANSFORMER STARTING, CAP.=63.3TR @ 1100RPM 106.6 BHP
C-2	CIMCO C606B (MYCOM F6WB) COMPRESSOR C/W 125 HP MOTOR 3/60/460V, ODP, 1800RPM, AUTO–TRANSFORMER STARTING, CAP.=63.3TR @ 1100RPM 106.6 BHP
C-3	CIMCO C606B (MYCOM F6WB) COMPRESSOR C/W 125 HP MOTOR 3/60/460V, ODP, 1800RPM, AUTO–TRANSFORMER STARTING, CAP.=63.3TR @ 1100RPM 106.6 BHP
V-1	CIMCO 24"DIA. X 18'–0" CHILLER, MAWP: 250PSIG SHELL SIDE, 150 PSIG TUBE SIDE CAPACITY: 190TR @4°F ET, 105°F CT
V-2	24" DIA. X 18' SURGE DRUM, MAWP: 250PSIG
V-3	CIMCO DOT 12, MAWP=300PSIG
V-4	CIMCO DOT 12, MAWP=300PSIG
V-5	CIMCO DOT 12, MAWP=300PSIG
V-6	CIMCO 12" X 5'–0" LONG OIL STILL, MAWP=300 PSIG
V-7	SHELL & TUBE CONDENSER, MAWP: S.S. 350 PSIG T.S. 150 PSIG
P-1	TACO FE 5010 (6X5X10) COLD BRINE PUMP WITH 40 HP MOTOR
P-2	TACO FE 5010 (6X5X10) COLD BRINE PUMP WITH 40 HP MOTOR
F-1	SPORLAN C–40017–P FILTER DRIER
F-2	SPORLAN C–40017–P FILTER DRIER

REV.	DATE	DESCRIPTION	BY	APPR'D	
		CIMCO REFRIGERATION St. John's • Dartmouth • Quebec City • Montreal • Ottawa • Toronto London • Winnipeg • Regina • Saskatoon • Edmonton • Calgary • Vancouver			
FOR MISSISSIPPI COAST COLISEUM AND CONVENTION CENTER BILOXI, MISSISSIPPI		DRAWN BHH DATE JULY 10/96		CHECKED SCALE N.T.S.	APP'D
TITLE CIMCO MAP–190F SCHEDULES & NOTES		JOB NO. 14–079		DWG. NO. 14079P2	REV. 0

Cooling Tower Support Detail

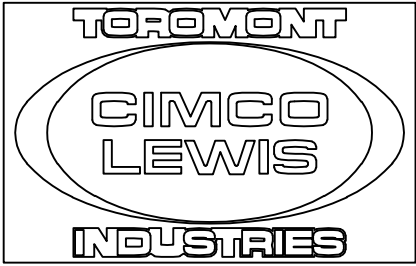


COOLING TOWER
SUPPORT DETAIL

PARTS LIST				
TAG	REQ'D.	DESCRIPTION	QTY	
A	2	6" WF x 15 LBS/FT	20 FT	
B	4	2"x2"x1/4" ANGLE	32 FT	
C	8	4"x4"x1/4" PLATE	0.88 S.F.	
D	4	8"x8"x1/2" PLATE	1.78 S.F.	
E	2	2" SCH. 40 PIPE	16 FT	
F	4	4" SCH. 40 PIPE	21 FT	

- NOTES:
- COOLING TOWER SUPPORT TO BE HOT DIP GALVANIZED
 - ITEMS 'A' 'C' 'D' 'F' TO BE PREASSEMBLED BEFORE HOT DIP GALVANIZING
 - FIELD ATTACH ITEMS 'B' & 'E' TO SPOOL PCS

REV.	DATE	DESCRIPTION	BY	APPR'D



CIMCO REFRIGERATION

ST. JOHN'S . DARTMOUTH . QUEBEC CITY . MONTREAL . OTTAWA . TORONTO
LONDON . WINNIPEG . REGINA . SASKATOON . EDMONTON . CALGARY . VANCOUVER

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FOR	MISSISSIPPI COAST COLISEUM & CONVENTION CENTER BILOXI, MISSISSIPPI	DRAWN D.T.S.	CHECKED D.A.M.	APP'D
		DATE AUG 2/96	SCALE N.T.S.	
TITLE	COOLING TOWER SUPPORT FABRICATION	JOB NO. 14079	DWG. NO. 14079SK1	REV. 0

ATTACHMENT D: INSURANCE REQUIREMENTS

INSURANCE

- A. The limits of liability for the insurance required from the CONTRACTOR are as follows:

1. By VENDOR:

a. Workers Compensation	Statutory
b. Employer's Liability-	
1. Each Accident:	\$ 500,000
2. Disease, Policy Limit:	\$ 500,000
3. Disease, Each Employee:	\$ 500,000
c. General Liability -	
1. Each Occurrence (Bodily Injury and Property Damage):	\$1,000,000
2. General Aggregate:	\$2,000,000
d. Excess Liability -	
1. Each Occurrence	\$1,000,000
2. Aggregate	\$1,000,000
e. Automobile injury -	
1. Combined Single Limit (Bodily Injury and Property Damage): Each Accident	\$1,000,000
f. Professional Liability	
1. Each Occurrence:	\$1,000,000
2. General Aggregate:	\$1,000,000

B. *Additional Insured*

1. The following person or entities are to be listed on Vendor's policies of insurance as additional insured as provided above:
- a. MS Coast Coliseum COMMISSION
"OWNER"

ATTACHMENT E: MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY-
REQUIRED ATTACHMENT FOR RESTORE DIRECT COMPONENT PROJECTS



MISSISSIPPI DEPARTMENT OF
ENVIRONMENTAL QUALITY

**Required Attachments for
RESTORE Direct Component
Construction Contracts**

Non-State and State Agency – Template version 11.13.2020

The “Required Attachments for RESTORE Direct Component Construction Contracts” is not intended to represent all requirements and obligations that may be applicable to contracts resulting from this solicitation. Any contract resulting from this solicitation will be subject to the terms and conditions of the Sub-Award Agreement between the Mississippi Department of Environmental Quality (“MDEQ”) and the Project Owner, the terms and conditions of the Federal Award from the U. S. Department of Treasury, including any Special Award Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act Financial Assistance Standard Terms and Condition and Program-Specific Terms and Conditions under the “Direct Component,” as amended, the RESTORE Act, 33 USC § 1321(t) et seq., the U.S. Department of Treasury Regulations governing the RESTORE Act, 31 CFR § 34 et seq., all applicable terms and conditions in 2 CFR Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended on August 13, 2020, including Appendix II to 2 CFR Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this contract. All of these terms and conditions apply to the Subrecipient and its Contractors, as well as any covered subcontractors or vendors whose work is funded as a result of this solicitation.

Requirements applicable to any contract issued as a result of this solicitation include, but are not limited to:

- CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING
- RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS
- MDEQ STANDARD SUB-AWARD TERMS AND CONDITIONS
- APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
- PROCUREMENT OF RECOVERED MATERIALS
- PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT
- DOMESTIC PREFERENCES FOR PROCUREMENTS
- CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
- SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS
- 41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE *(for Federally Assisted Construction Contracts)*
- 41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

- 41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)
- MISSISSIPPI FIRST ACT (Miss. Code Annotated §31-5-37)
- MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008 (Miss. Code Annotated §§71-11-1, et seq.)
- EXAMPLE OF E-VERIFY AND MISSISSIPPI FIRST ACT CERTIFICATION LETTER
- SUBCONTRACTOR LISTING FORM (*The Lowest Responsive and Responsible Bidder MUST submit with required MBE/WBE documentation.*)

CERTIFICATIONS RELATED TO RESTORE ACT DIRECT COMPONENT FUNDING

By submitting a bid for this contract, bidders expressly acknowledge that:

- 1) This project is funded in whole or in part with grant funding from the Department of Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act);
- 2) Any contract resulting from this bid will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 USC 1321(t), Treasury Regulations 31 CFR § 34 et seq., including 31 CFR §§ 34, Subpart D, all applicable terms and conditions in 2 CFR Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable.;
- 3) Any contract awarded will be subject to 31 CFR Part 19 – Governmentwide Debarment and Suspension (Nonprocurement); and,
- 4) Any contract awarded is subject to Treasury Title VI regulations, 31 CFR Part 22, for the implementation of Title VI of the Civil Rights Act of 1964, as amended (42 USC 2000d, et seq.).
- 5) Any contract awarded will be subject to the laws and regulations of the United States and the State of Mississippi.

The owner will not enter into a contract with a bidder, or the bidder's principals, if the bidder or its principals appear on the federal government's Excluded Parties List. Bidders hereby certify, by submission of a proposal, that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Bidders must verify that any subcontractor (or the subcontractor's principals) does not appear on the federal government's Excluded Parties List prior to executing a subcontract with that entity. The Excluded Parties List is accessible at <http://www.sam.gov>.

RESTORE ACT
FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND
PROGRAM-SPECIFIC TERMS AND CONDITIONS

RESTORE ACT

FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

U.S. Department of the Treasury

December 2018



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RESTORE ACT FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS AND PROGRAM-SPECIFIC TERMS AND CONDITIONS

PREFACE

The grant agreement is comprised of the following documents:

1. A Notice of Award from the Department of the Treasury (“Treasury”);
2. The RESTORE Act Financial Assistance Standard Terms and Conditions (“Standard Terms and Conditions”);
3. The RESTORE Act Financial Assistance Program-Specific Terms and Conditions (“Program-Specific Terms and Conditions”);
4. The approved application, including all documents, certifications, and assurances that are part of the approved application;
5. The approved scope of work;
6. The approved budget; and,
7. Any special terms and conditions applied by Treasury to the award (“Special Award Conditions”).

The recipient must comply, and require each of its subrecipients, contractors, and subcontractors employed in the completion of the activity, project, or program to comply with all federal statutes, federal regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this federal financial assistance award (“Award”), as applicable, in addition to the certifications and assurances required at the time of application. This Award is subject to the laws and regulations of the United States.

Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, federal regulations, applicable notices published in the Federal Register, EOs, OMB circulars, Treasury’s Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. Special Award Conditions may amend or take precedence over Standard Terms and Conditions and Program-Specific Terms and Conditions.

Some of these Standard Terms and Conditions contain, by reference or substance, a summary of pertinent federal statutes, federal regulations published in the Federal Register (Fed. Reg.) or Code of Federal Regulations (C.F.R.), EOs, or OMB circulars. In particular, these Standard Terms and Conditions incorporate many of the provisions contained in OMB’s Uniform Guidance for Grants and Cooperative Agreements (2 C.F.R. Part 200), which supersedes former OMB Circular A-102 (the former grants management common rule), OMB Circular A-133 (single audit requirements), and all former OMB circulars containing the cost principles for grants and cooperative agreements. To the extent that it is a summary, such a provision is not in derogation of, or an amendment to, any such statute, regulation, EO, or OMB circular. Unless a definition is provided here, definitions can be found in the RESTORE Act (Public Law No. 112-141 (July 6, 2012)), Treasury’s RESTORE Act regulations (79 Fed. Reg. 48039 (Aug. 15, 2014) and 79 Fed. Reg. 61236 (Oct. 10, 2014), codified at 31 C.F.R. Part 34)), and/or 2 C.F.R. Part 200.

A PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards made under the Direct Component include the following Program-Specific Terms and Conditions in this Section A:

1. Administrative Costs

- a. Administrative costs are defined at 31 C.F.R. § 34.2.
- b. Under no circumstances may the recipient use more than three percent of the Award funds received for administrative costs. Administrative costs do not include indirect costs that are identified specifically with, or readily assignable to facilities, as defined in 2 C.F.R. § 200.414. Costs borne by subrecipients do not count toward the three percent cap.
- c. Up to 100 percent of program income may be used to pay for allowable administrative costs, subject to the three percent cap.

2. Oil Spill Liability Trust Fund

The recipient must not seek any compensation for the approved program or project from the Oil Spill Liability Trust Fund. If the recipient is authorized to make subawards, the recipient must not use Direct Component funds to make subawards to fund activities for which any claim for compensation was filed and paid out by the Oil Spill Liability Trust Fund after July 6, 2012.

3. Remedies for Noncompliance

- a. If Treasury determines that the recipient has expended Direct Component funds to cover the cost of any ineligible activities, in addition to the remedies available in Section M of these Standard Terms and Conditions, per 31 C.F.R. § 34.804, Treasury will make no additional payments to the recipient from the Gulf Coast Restoration Trust Fund (Trust Fund), including no payments from the Trust Fund for activities, projects, or programs until the recipient has either (1) deposited an amount equal to the amount expended for the ineligible activities in the Trust Fund, or (2) Treasury has authorized the recipient to expend an equal amount from the recipient's own funds for an activity that meets the requirements of the RESTORE Act.
- b. If Treasury determines the recipient has materially violated the terms of this Award, Treasury will make no additional funds available to the recipient from any part of the Trust Fund until the recipient corrects the violation.

B PROGRAM-SPECIFIC TERMS AND CONDITIONS - AWARDS UNDER THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

In addition to all the Standard Terms and Conditions described in Sections C through V of this document, all Treasury RESTORE Act awards under the Centers of Excellence Research Grants Program include the following Program-Specific Terms and Conditions in this Section B:

1. Allowable Costs

In addition to the prohibitions contained in 2 C.F.R. Part 200, Subpart E (*Cost Principles*), the following costs are unallowable unless approved in writing by Treasury:

- a. Construction, including the alteration, repair, or rehabilitation of existing structures. Facilities costs are allowable as indirect costs in a federally approved negotiated indirect cost rate.
- b. Acquisition of land or interests in land.

2. Notifications

- a. If the selection of a Center or Centers of Excellence occurs after the start date of this Award, the recipient must promptly inform Treasury of the following:
 - i. Name of the Center of Excellence and the entity selected to administer it, including the names of member organizations if the entity is a consortium;
 - ii. The DUNS Number of the entity;
 - iii. Location of the entity;
 - iv. Discipline or disciplines assigned to the Center of Excellence;
 - v. Description of the actual public input process undertaken, including a summary of any comments received and a description of how they were addressed; and
 - vi. The estimated budget for the Center, including the total allocation of funded dollars for the Center.
- b. The recipient must immediately notify Treasury if it anticipates selecting a new entity or consortium to serve as a Center of Excellence, or making other changes to the initial selection of Center(s) of Excellence described in the scope of work.

3. Performance Reports

In addition to the reporting requirements in Section D, the recipient must submit an annual report to the Gulf Coast Ecosystem Restoration Council ("Council"), in a form prescribed by the Council that includes information on subrecipients, subaward amounts, disciplines addressed, and any other information required by the Council. When the subrecipient is a consortium, the annual report must also identify the consortium members. The recipient must provide a copy of this report to Treasury when it submits the report to the Council.

STANDARD TERMS AND CONDITIONS

AWARDS UNDER THE DIRECT COMPONENT AND THE CENTERS OF EXCELLENCE RESEARCH GRANTS PROGRAM

C FINANCIAL REQUIREMENTS

1. Applicable Regulations

This Award is subject to the following federal regulations and requirements. This list is not exclusive:

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, Subparts A through F, and any Treasury regulations incorporating these requirements.
- b. Treasury's RESTORE Act regulations, 31 C.F.R. Part 34.
- c. Governmentwide Debarment and Suspension, 31 C.F.R. Part 19.
- d. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- e. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- f. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170.
- g. Award Term related to Trafficking in Persons, 2 C.F.R. Part 175.

2. Scope of Work

The recipient must only use funds obligated and disbursed under this Award for the purpose of carrying out activities described in the attached approved scope of work. The recipient must not incur or pay any expenses under this Award for activities not related to the attached approved scope of work unless Treasury first approves an Award amendment explicitly modifying the approved scope of work to include those activities.

3. Period of Performance: Pre-award Costs

The recipient must use funds obligated and disbursed under this Award only during the period of performance specified in the Notice of Award, which is the time period during which the recipient may incur new obligations and costs to carry out the work authorized under this Award. The only exception is for costs incurred prior to the effective date of this Award, which are allowable only if:

- a. Treasury specifically authorized these costs in writing on or after the issuance date of this Award;
- b. Incurring these costs was necessary for the efficient and timely performance of the scope of work; and
- c. These costs would have been allowable if incurred after the date of the award.

4. Indirect Costs

- a. The recipient may only charge indirect costs to this Award if these costs are allowable under 2 C.F.R. Part 200, subpart E (*Cost Principles*).

- b. Indirect costs charged must be consistent with an accepted de minimis rate or the indirect cost rate agreement negotiated between the recipient and its cognizant agency (defined as the federal agency that is responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, see 2 C.F.R. § 200.19) and must be included in the recipient's budget.
- c. Unallowable direct costs are not recoverable as indirect costs.
- d. The maximum dollar amount of allocable indirect costs charged to this Award shall be the lesser of:
 - i. The line item amount for the indirect costs contained in the approved budget, including all budget revisions approved in writing by the Treasury; or,
 - ii. The total indirect costs allocable to this Award based on the indirect cost rate approved by a cognizant or oversight federal agency and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

5. Cost Sharing and Budget Limitations

- a. The recipient is not required to contribute any matching funds.
- b. The recipient shall not request or receive additional funding beyond what was included in the approved application for the attached approved scope of work from any federal or non-federal source without first notifying Treasury.

6. Program Income

Any program income (defined at 2 C.F.R. § 200.80) generated by the recipient or the subrecipient during the period of performance of the award or subrecipient agreement, as applicable, must be included in the approved budget and be used for the purposes of the Award and under the conditions of these Standard Terms and Conditions and any Special Award Conditions, i.e. solely to accomplish the approved scope of work.

7. Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

The recipient must not incur costs or obligate funds under this Award for any purpose pertaining to the operation of the activity, project, or program beyond the end of the period of performance. The only costs which are authorized for a period up to 90 days following the end of the period of performance are those strictly associated with close-out activities. Close-out activities are normally limited to the preparation of final progress, financial, and required audit reports unless otherwise approved in writing by Treasury. Under extraordinary circumstances, and at Treasury's sole discretion, Treasury may approve the recipient's request for an extension of the 90-day closeout period.

8. Tax Refunds

Refunds of taxes paid under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act (FUTA) that are received by the recipient during or after the period of performance must be refunded or credited to Treasury if these taxes were paid out of RESTORE Act funds in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*). The recipient agrees to contact Treasury immediately upon receipt of these refunds.

9. **Subawards**

- a. If the recipient is permitted to make subawards under this award, the recipient must execute a legally binding written agreement with the subrecipient which includes a budget by federal object class categories or fixed amount (2 CFR 200.332) if approved by Treasury. This agreement must incorporate all the terms and conditions of this Award, including any Special Award Conditions, and must include the information at 2 C.F.R. § 200.331. The recipient must perform all responsibilities required of a pass-through entity, as specified in 2 C.F.R. Part 200.
- b. The recipient must evaluate and document each subrecipient's risk of noncompliance with federal statutes, federal regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring strategy, as described in 2 C.F.R. § 200.331(b).
- c. The recipient must monitor the subrecipient's use of federal funds through reporting, site visits, regular contact, or other means to provide reasonable assurance that the subrecipient is administering the subaward in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and to ensure that performance goals are achieved.
- d. The recipient must provide training and technical assistance to the subrecipient as necessary.
- e. The recipient must, if necessary, take appropriate enforcement actions against non-compliant subrecipients.
- f. If lower tier subawards are authorized by Treasury, the recipient must ensure that a subrecipient who makes a subaward applies the terms and conditions of this Award, including any Special Award Conditions, to all lower tier subawards through a legally binding written agreement, and that a subrecipient who makes a subaward carries out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.
- g. The recipient must maintain written standards of conduct governing the performance of its employees involved in executing this Award and administration of subawards.
 - i. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he/she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward.
 - ii. The officers, employees, and agents of the recipient shall neither solicit nor accept anything of monetary value from subrecipients.
 - iii. A recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward.
 - iv. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipient.

D RECIPIENT REPORTING AND AUDIT REQUIREMENTS

1. Financial Reports

- a. The recipient must submit a "Federal Financial Report" (SF-425) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 days following the end of each reporting period. A final SF-425 must be submitted within 90 days after the end of the period of performance.
- b. In the remarks section of each SF-425 submitted, the recipient must describe by federal budget class category the use of all funds received by the recipient and subrecipient (if applicable).
- c. The report must be signed by an authorized certifying official who is the employee authorized by the recipient organization to submit financial data on its behalf.
- d. The recipient must submit all financial reports via <http://www.GrantSolutions.gov>, unless otherwise specified by Treasury in writing.

2. Performance Reports

- a. The recipient must submit an SF-PPR ("Performance Progress Report"), a "RESTORE Act Status of Performance Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) and an updated "RESTORE Act Milestones Report," (standard format provided by Treasury, OMB Approval No. 1505-0250) on a semi-annual basis for the periods ending March 31 and September 30 (or June 30 and December 31, if instructed by Treasury), or any portion thereof, unless otherwise specified in a Special Award Condition. Reports are due no later than 30 days following the end of each reporting period, except the final report, which is due 90 days following the end of the period of performance.
- b. The recipient must submit all performance reports in (a) above, via <http://www.GrantSolutions.gov>, unless otherwise specified in writing by Treasury, and the recipient must complete these reports according to the following instructions:
 - i. SF-PPR: In the "performance narrative" attachment (section B of the SF-PPR), the recipient must provide the following information:
 - a) In Section B-1:
 - 1) Summarize activities undertaken during the reporting period by the recipient and any subrecipients (if applicable);
 - 2) Summarize any key accomplishments, including milestones completed for the reporting period;
 - 3) List any contracts awarded during the reporting period, along with the name of the contractor and its principal, the DUNS number of the contractor, the value of the contract, the date of award, a brief description of the services to be provided, and whether or not local preference was used in the selection of the contractor; and
 - 4) If the recipient or any subrecipient is authorized to make

subawards, list any subawards executed during the reporting period, along with the name of the entity and its principal, the DUNS number of the entity, the value of the agreement, the date of award, and a brief description of the scope of work.

b) In Section B-2:

- 1) Indicate if any operational, legal, regulatory, budgetary, and/or ecological risks, and/or any public controversies, have materialized. If so, indicate what mitigation strategies have been undertaken to attenuate these risks or controversies; and
- 2) Summarize any challenges that have impeded the recipient's ability to accomplish the approved scope of work on schedule and on budget. If the scope of work is not on schedule, the recipient should propose a revised schedule and update its milestone report.

c) In Section B-3:

Summarize any significant findings or events, including any data compiled, collected, or created, if applicable.

d) In Section B-4:

Describe any activities to disseminate or publicize results of the activity, project, or program, including data and its repository and citations for publications resulting from this Award.

e) In Section B-5:

- 1) Describe all efforts taken to monitor contractor and/or subrecipient performance, including site visits, during the reporting period.
- 2) For subawards, indicate whether the subrecipient(s) submitted an audit to the recipient, and if so, whether the recipient issued a management decision on any findings; and
- 3) For awards where Davis-Bacon Act provisions are applicable, indicate whether the recipient and/or subrecipient(s) received and reviewed certified weekly payroll records and/or whether the recipient or subrecipient(s) conducted labor interviews.
- 4) Describe any other activities or relevant information not already provided.

f) In Section B-6:

Summarize the activities planned for the next reporting period.

- ii. "RESTORE Act Status of Performance Report": Instructions are provided on the report form.
- iii. "RESTORE Act Milestones Report": Instructions are provided on the report form.

3. **Interim Reporting on Significant Developments per 2 C.F.R. § 200.328(d)**

- a. Events may occur between the scheduled performance reporting dates that have significant impact upon the activity, project, or program. In such cases, the recipient must inform Treasury as soon as the following types of conditions

become known:

- i. Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of this Award. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- ii. Favorable developments, which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

b. The recipient must:

- i. Promptly provide to Treasury and the Treasury Inspector General a copy of all state or local inspector general reports, audit reports other than those prepared under the Single Audit Act, and reports of any other oversight body, if such report pertains to an award under any RESTORE Act component, including the Comprehensive Plan Component and Spill Impact Component.
- ii. Immediately notify Treasury and the Treasury Inspector General of any indication of fraud, waste, abuse, or potentially criminal activity pertaining to grant funds.
- iii. Promptly notify Treasury upon the selection of a contractor or subrecipient performing work under this Award, and include the name and DUNS number for the subrecipient or contractor, and the total amount of the contract or subaward.

4. **Audit Requirements**

The recipient is responsible for complying, and ensuring all subrecipients comply, with all audit requirements of the Single Audit Act and 2 C.F.R. Part 200 Subpart F – Audit Requirements.

5. **Operational Self-Assessment**

The recipient must submit a revised *Operational Self-Assessment* form no later than June 30th of each calendar year for the duration of this Award. Only one *Operational Self-Assessment* must be submitted per recipient per year. In completing the form, the recipient must note controls or activities that have changed from its previous submission. The recipient must submit the *Operational Self-Assessment* electronically to restoreact@treasury.gov, unless otherwise specified in writing by Treasury. The form may be downloaded at [Direct Component OSA or Centers of Excellence OSA](#).

E FINANCIAL MANAGEMENT SYSTEM AND INTERNAL CONTROL REQUIREMENTS

1. Recipients that are states must expend and account for Award funds in accordance with the applicable state laws and procedures for expending and accounting for the state's own funds. All other recipients must expend and account for Award funds in accordance with federal laws and procedures. In addition, all recipients' financial management systems must be sufficient to:
 - a. Permit the preparation of accurate, current, and complete SF-425, SF-PPR, RESTORE Act Milestones Report, and RESTORE Act Status of Performance Reports, as well as reporting on subawards, if applicable, and any additional reports required by any Special Award Conditions;

- b. Permit the tracing of funds to a level of expenditures adequate to establish that such funds have been used in accordance with all applicable federal, state, and local requirements, including the RESTORE Act, Treasury RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.
 - c. Allow for the comparison of actual expenditures with the amount budgeted for each Award made to the recipient by Treasury under the RESTORE Act.
 - d. Identify and track all RESTORE Act awards received and expended by the assigned grant number, which is the Universal Award ID (as provided by Treasury), the year the Award was made, the awarding agency (Treasury), and the program's CFDA title and CFDA number (21.015).
 - e. Record the source and application of funds for all activities funded by this Award, as well as all awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned on federal advances, and allow users to tie these records to source documentation such as cancelled checks, paid bills, payroll and attendance records, contract and subaward agreements, etc.
 - f. Ensure effective control over, and accountability for, all federal funds, and all property and assets acquired with federal funds. The recipient must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
2. The recipient must establish written procedures to implement the requirements set forth in section H below (Award Disbursement), as well as written procedures to determine the allowability of costs in accordance with 2 C.F.R. Part 200, subpart E (*Cost Principles*) and the terms and conditions of this Award.
3. The recipient must establish and maintain effective internal controls over this Award in a manner that provides reasonable assurance that the recipient is managing this Award in compliance with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States or the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). The recipient must evaluate and monitor its compliance, and the compliance of any subrecipients, with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions, and promptly remedy any identified instances of noncompliance. When and if an instance of noncompliance cannot be remedied by the recipient, the recipient must promptly report the instance of noncompliance to Treasury and the Treasury Inspector General, followed by submitting a proposed mitigation plan to Treasury.
4. The recipient must take reasonable measures to safeguard protected personally identifiable information (PII) consistent with applicable federal, state, and local laws regarding privacy and obligations of confidentiality.

F RECORDS RETENTION REQUIREMENTS

1. The recipient must retain all records pertinent to this Award for a period of three years, beginning on a date as described in 2 C.F.R. § 200.333. While electronic storage of records (backed up as appropriate) is preferable, the recipient has the option to store records in hardcopy (paper) format. For the purposes of this section, the term "records" includes but is not limited to:

- a. Copies of all contracts and all documents related to a contract, including the Request for Proposal (RFP), all proposals/bids received, all meeting minutes or other documentation of the evaluation and selection of contractors, any disclosed conflicts of interest regarding a contract, all signed conflict of interest forms, all conflict of interest and other procurement rules governing a particular contract, and any bid protests;
 - b. Copies of all subawards and all documents related to a subaward. For competitively selected subawards, documents may include those relevant to and required by the recipient's or subrecipient's selection process such as the funding opportunity announcement or equivalent, all applications received, all meeting minutes or other documentation of the evaluation and selection of subrecipients, any disclosed conflicts of interest regarding a subaward, and all signed conflict of interest forms;
 - c. All documentation of site visits, reports, audits, and other monitoring of contractors (vendors) and subrecipients;
 - d. All financial and accounting records, including records of disbursements to contractors (vendors) and subrecipients, and documentation of the allowability of Administrative Costs charged to this Award;
 - e. All supporting documentation for the performance outcome and other information reported on the recipient's SF-425s, SF-PPRs, RESTORE Act Milestones Reports, and RESTORE Act Status of Performance Reports; and
 - f. Any reports, publications, and data sets from any research conducted under this Award.
2. If any litigation, claim, investigation, or audit relating to this Award or an activity funded with Award funds is started before the expiration of the three year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.
 3. If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its legal agreement with the contractor a requirement that the contractor retain all records in compliance with 2 C.F.R. § 200.333.
 4. If the recipient is authorized to make subawards, the recipient must include in its legal agreement with the subrecipient a requirement that the subrecipient retain all records in compliance with 2 C.F.R. § 200.333.

G THE FEDERAL GOVERNMENT'S RIGHT TO INSPECT, AUDIT, AND INVESTIGATE

1. Access to Records

- a. Treasury, the Treasury Office of Inspector General, and the Government Accountability Office have the right of timely and unrestricted access to any documents, papers or other records, including electronic records, of the recipient that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the recipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.
- b. If the recipient is authorized to make subawards, the recipient must include in its legal agreement or contract with the subrecipient a requirement that the subrecipient make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the subrecipient, that are pertinent

to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the subrecipient's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained (see Section F above).

If the recipient is authorized to enter into contracts to complete the approved scope of work, the recipient must include in its contract a requirement that the contractor make available to Treasury, the Treasury Office of Inspector General, and the Government Accountability Office any documents, papers or other records, including electronic records, of the contractor that are pertinent to this Award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. This right also includes timely and reasonable access to the contractor's personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained (see Section F above).

2. **Access to the Recipient's Sites.**

The Treasury, the Treasury Office of Inspector General, and Government Accountability Office shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of recipients and their subrecipients and contractors corresponding to the duration of their records retention obligation for this Award.

H AWARD DISBURSEMENT

1. Unless otherwise specified in a Special Award Condition, Treasury will make advance payments under this Award. However, if one of the following occurs, Treasury will require Award funds to be disbursed on a reimbursement basis either with or without pre-approval of drawdown requests: (1) Treasury determines that the recipient does not meet the financial management system standards (see Section E) included in these Standard Terms and Conditions, (2) Treasury determines that the recipient has not established procedures that will minimize the time elapsing between the transfer of funds and disbursement, or (3) Treasury determines that the recipient is in noncompliance with the RESTORE Act, Treasury's RESTORE Act regulations, other pertinent federal statutes, these Standard Terms and Conditions, Program-Specific Terms and Conditions, and/or any Special Award Conditions, and determines that the appropriate remedy is to require payment on a reimbursement basis.
2. If reimbursement is used, Treasury may require pre-approval of drawdown requests. If Treasury requires pre-approval of drawdown requests, Treasury will provide the recipient with instructions on what billing to submit. Treasury will make payment within 30 calendar days after receipt of the billing, unless Treasury determines the request to be improper, in which case payment will not be made.
3. To the extent available, the recipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments of Award funds.
4. Treasury will use the Department of Treasury's Automated Standard Application for Payment (ASAP) system to disburse payments of Award funds. In order to receive payments, the recipient must first enroll in ASAP.gov. Treasury creates and funds account(s) for recipients in ASAP.gov, and recipients access their account(s) online to request funds. All Award funds will be disbursed electronically using the Automated Clearing House (ACH) for next day or future day payments only. Awards paid through ASAP.gov may contain controls or withdrawal limits set by Treasury.
5. Requirements applicable to recipients that are states: Payment methods of state

agencies or instrumentalities must be consistent with Treasury-State agreements under the Cash Management Improvement Act, 31 C.F.R. Part 205 "Rules and Procedures for Efficient Federal-State Funds Transfers," and Treasury Financial Manual (TFM) 4A-2000 Overall Disbursing Rules for All Federal Agencies.

6. Requirements applicable to recipients that are not states: The recipient must minimize the time between the transfer of funds from Treasury and the use of the funds by the recipient. Advance payments to the recipient must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved activity, project, or program. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the parish or county for activity, project, or program costs and the proportionate share of any allowable indirect costs. Advances should not be drawn down more than three business days before expenditure. Advanced funds not disbursed in a timely manner must be promptly returned to Treasury. The recipient must make timely payment to contractors (vendors) in accordance with the contract provisions.
7. Advances of federal funds must be deposited and maintained in United States Government-insured interest-bearing accounts whenever possible. The recipient is not required to maintain a separate depository account for receiving Award funds. If the recipient maintains a single depository account where advances are commingled with funds from other sources, the recipient must maintain on its books a separate subaccount for the Award funds. Consistent with the national goal of expanding opportunities for women-owned and minority-owned business enterprises, the recipient is encouraged to ensure fair consideration of women-owned and minority-owned banks (a bank which is owned at least 50 percent by women or minority group members).
8. The recipient must maintain advances of federal funds in interest bearing accounts, unless one of the following conditions applies:
 - a. The recipient receives less than \$120,000 in federal awards per year;
 - b. The best reasonably available interest bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
9. On an annual basis, the recipient must remit interest earned on federal advance payments deposited in interest-bearing accounts to the Department of Health and Human Services, Payment Management System, Rockville, MD 20852. Interest amounts up to \$500 per year may be retained by the recipient and used for administrative costs.

I EFFECT OF A GOVERNMENT SHUTDOWN ON DISBURSEMENTS AND THE AVAILABILITY OF TREASURY PERSONNEL

In the event of a federal government shutdown, Treasury will issue guidance to the recipient concerning the expected effects on this Award.

J NOTIFICATIONS AND PRIOR APPROVALS

1. Notifications

In addition to other notifications required under these Standard Terms and Conditions, the recipient must promptly notify Treasury in writing whenever any of the following is anticipated or occurs:

- a. A vacancy or change to key personnel listed in the application.
- b. Any termination of a subaward prior to the expiration of the agreement with the subrecipient.
- c. Except for changes described in (2) below, the recipient may revise the budget without prior approval. If the recipient alters the budget, the recipient must provide a revised budget form (SF-424A or SF-424C, as applicable) to Treasury as an attachment to the SF-PPR, reflecting all budget revisions from the same period covered by the SF-PPR. Acceptance of such budget information does not constitute Treasury's approval of the revised budget.

2. **Prior Approvals**

- a. The recipient must obtain prior written approval from Treasury whenever any of the following actions is anticipated:
 - i. A change in the scope or the objective of the activity, project, or program (even if there is no associated budget revision requiring prior written approval);
 - ii. A need to extend the period of performance;
 - iii. A need for additional federal funds to complete the activity, project, or program;
 - iv. The transfer of funds among direct cost categories or programs, functions, and activities if this Award exceeds the Simplified Acquisition Threshold (defined at 2 C.F.R. § 200.88) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by Treasury;
 - v. The subawarding, transferring or contracting out of any work under this Award (this provision does not apply to the acquisition of supplies, material, equipment or general support services), unless described in the application and approved in this Award.;
 - vi. Any transfer between the non-construction and construction activities; and
 - vii. The inclusion of costs that require prior approval in accordance with 2 C.F.R. Part 200, Subpart E—Cost Principles, unless described in the application and approved in this Award.
- b. If requesting a no-cost extension to this Award, the request must be made no less than 30 days prior to the end of the period of performance for this Award. Any extension of the period of performance requires prior written approval from Treasury.

K PROPERTY

1. **General Requirements**

- a. The recipient must comply with the property standards at 2 C.F.R. § 200.310 through § 200.316 for real property, equipment, supplies, and intangible property. The recipient must also comply with the RESTORE Act requirements concerning the acquisition of land and interests in land at 31 C.F.R. § 34.803.
- b. No real property or interest in real property may be acquired under this Award unless authorized in the approved scope of work.

2. **Supplies and Equipment**

- a. Requirements that are applicable to recipients that are states:
 - i. Equipment: The recipient must use, manage, and dispose of equipment acquired under this Award in accordance with state laws and procedures.
 - ii. Supplies: If the recipient has a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the supplies are not needed for any other federal award, the recipient must report the value and the retention or sale of such supplies by submitting to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* no later than 60 days after the end of the Period of Performance.
- b. Requirements that are applicable to recipients that are not states:
 - i. Equipment and Supplies: During the period of performance, the recipient must seek disposition instructions from Treasury for equipment and/or unused or residual supplies acquired under this Award if the current fair market value of the equipment and/or unused or residual supplies is greater than \$5,000 per unit. The recipient must seek disposition instructions before disposing of the property by submitting a completed *SF-428 Tangible Personal Property Report* and *SF-428-C Disposition Request/Report*. Not later than 60 days after the end of the period of performance, the recipient must submit to Treasury a completed *SF-428 Tangible Personal Property Report* and *SF-428-B Final Report Form* if the recipient retains any equipment with a current fair market value greater than \$5,000 per unit or a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the activity, project, or program and the equipment and/or supplies are not needed for any other federal award.

L **AMENDMENTS AND CLOSEOUT**

1. **Amendments**

- a. The terms of this Award may be amended with the written approval of the recipient and Treasury.
- b. Treasury reserves the right to amend the terms of this Award if required by federal law or regulation.
- c. Amendments must be requested in writing, and must include an explanation for the reason this Award should be amended.

2. **Closeout**

- a. Treasury will close out this Award when it determines that all applicable administrative actions and all required work of this Award have been completed.
- b. Within 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension, the recipient must submit any outstanding SF-PPR and RESTORE Act Status of Performance reports, as well as the required reporting on subawards, if applicable, plus a final SF-425 report. In the remarks section of the final SF-425 report, the recipient

must describe by federal budget class category the final use of all funds received by the recipient and subrecipient (if applicable).

- c. The recipient must liquidate all obligations incurred under this Award not later than 90 calendar days after the end of the period of performance, unless the recipient requests, and Treasury approves, an extension.
- d. The recipient must promptly refund any balances of unobligated cash that Treasury paid.
- e. Following receipt of reports in paragraph (a) of this section, Treasury will make upward or downward adjustments to the allowable costs, and then make prompt payment to the recipient for allowable, unreimbursed costs.
- f. The closeout of this Award does not affect any of the following:
 - i. The right of Treasury to disallow costs and recover funds on the basis of a later audit or other review;
 - ii. The obligation of the recipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments;
 - iii. The recipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

M REMEDIES FOR NONCOMPLIANCE

1. If Treasury determines that the recipient has failed to comply with the RESTORE Act, Treasury's RESTORE Act regulations, these Standard Terms and Conditions, Program-Specific Terms and Conditions, or any Special Award Conditions, Treasury may take any of the following actions (in addition to the remedies in Section A.3, above, applicable to Direct Component awards):
 - a. Impose additional Special Award Conditions such as:
 - i. Allowing payment only on a reimbursement basis, with pre-approval of drawdown requests,
 - ii. Requiring additional reporting or more frequent submission of the SF-425, SF-PPR, or RESTORE Act Status of Performance Report,
 - iii. Requiring additional activity, project, or program monitoring,
 - iv. Requiring the recipient or one or more of its subrecipients to obtain technical or management assistance, and/or
 - v. Establishing additional actions that require prior approval;
 - b. Temporarily withhold payments pending correction of the noncompliance;
 - c. Disallow from funding from this Award all or part of the cost of the activity or action not in compliance;
 - d. Wholly or partly suspend or terminate this Award;
 - e. Withhold additional Awards; and/or
 - f. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180.

Treasury will notify the recipient in writing of Treasury's proposed determination that an instance of noncompliance has occurred, provide details regarding the instance of noncompliance, and indicate the remedy that Treasury proposes to pursue. The recipient

will have 30 calendar days to respond and provide information and documentation contesting Treasury's proposed determination or suggesting an alternative remedy. Treasury will consider any and all information provided by the recipient and issue a final determination in writing, which will state Treasury's final findings regarding noncompliance and the remedy to be imposed.

2. In extraordinary circumstances, Treasury may require that any of the remedies above take effect immediately upon notice in writing to the recipient. In such cases, the recipient may contest Treasury's determination or suggest an alternative remedy in writing to Treasury, and Treasury will issue a final determination.
3. Instead of, or in addition to, the remedies listed above, Treasury may refer the noncompliance to the Treasury Office of Inspector General for investigation or audit. Treasury will refer all allegations of fraud, waste, or abuse to the Treasury Inspector General.
4. Treasury may terminate this Award in accordance with 2 C.F.R. § 200.339. Requests for termination by the recipient must also be in accordance with 2 C.F.R. § 200.339. Such requests must be in writing and must include the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. If Treasury determines that the remaining portion of this Award will not accomplish the purpose of this Award, Treasury may terminate this Award in its entirety.
5. If this Award is terminated, Treasury will update or notify any relevant government-wide systems or entities of any indications of poor performance as required by 41 U.S.C. § 417b and 31 U.S.C. § 3321 and implementing guidance at 2 C.F.R. Part 180.
6. Costs that result from obligations incurred by the recipient during a suspension or after termination are not allowable unless Treasury expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if: (1) the costs result from obligations which were properly incurred by the recipient before the effective date of suspension or termination, and are not in anticipation of it; and (2) the costs would be allowable if the Award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

N DEBTS

1. Payment of Debts Owed the Federal Government

- a. Any funds paid to the recipient in excess of the amount to which the recipient is finally determined to be authorized to retain under the terms of this Award constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by the recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges (see paragraphs c, d, and e below) shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.
- c. The minimum annual interest rate to be assessed on any debts is the Department of the Treasury's Current Value of Funds Rate (CVFR). The CVFR is available online at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm. The assessed rate shall remain fixed for the duration of the indebtedness, based on the beginning date in Treasury's written demand for payment.
- d. Penalties on any debts shall accrue at a rate of not more than 6 percent per year

or such other higher rate as authorized by law.

- e. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.
- f. Funds for payment of a debt must not come from other federally sponsored programs. Verification that other federal funds have not been used will be made, e.g., during on-site visits and audits.

2. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs**

Pursuant to 28 U.S.C. § 3201(e), unless waived in writing by Treasury, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the federal government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

O NON-DISCRIMINATION REQUIREMENTS

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance. The recipient is required to comply with all non-discrimination requirements summarized in this section, and to ensure that all subawards and contracts contain these nondiscrimination requirements.

1. **Statutory Provisions**

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) prohibits discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
- b. Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance;
- e. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.) ("ADA"), including the ADA Amendments Act of 2008 (Public Law 110-325, ("ADAAA"), prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation;
- f. Any other applicable non-discrimination law(s).

2. **Regulatory Provisions**

- a. Treasury Title VI regulations, 31 C.F.R. Part 22, implement Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d, et seq.) which prohibits discrimination on the grounds of race, color, or national origin under programs or

activities receiving federal financial assistance;

- b. Treasury Title IX regulations, 31 C.F.R. Part 28, implement Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681 et seq.) which prohibits discrimination on the basis of sex under federally assisted education programs or activities;
- c. Treasury Age Discrimination regulations, 31 C.F.R. Part 23, implement the Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.

3. **Other Provisions**

- a. Parts II and III of EO 11246 (30 Fed. Reg. 12319, 1965), "Equal Employment Opportunity," as amended by EO 11375 (32 Fed. Reg. 14303, 1967) and 12086 (43 Fed. Reg. 46501, 1978), require federally assisted construction contracts to include the nondiscrimination provisions of §§ 202 and 203 of EO 11246 and Department of Labor regulations implementing EO 11246 (41 C.F.R. § 60-1.4(b), 1991).
- b. EO 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requires federal agencies to examine the services provided, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

4. **Title VII Exemption for Religious Organizations**

Generally, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise to discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

5. **Protections for Whistleblowers**

In accordance with 41 U.S.C. § 4712, neither the recipient nor any of its subrecipients, contractors (vendors), or subcontractors may discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to a person or entity listed below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant:

- a. A Member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement

- agency;
- f. A court or grand jury; and/or
- g. A management official or other employee of the recipient, subrecipient, vendor, contractor (vendor), or subcontractor who has the responsibility to investigate, discover, or address misconduct.

P REQUIREMENT TO CHECK DEBARMENT AND SUSPENSION STATUS OF SUBRECIPIENTS, CONTRACTORS, SUBCONTRACTORS AND VENDORS

1. Recipients that are authorized to enter into subawards or contracts to accomplish all or a portion of the approved scope of work must verify that a proposed subrecipient or contractor (if the contract is expected to equal or exceed \$25,000) or its principals, does not appear on the federal government's Excluded Parties List prior to executing an agreement or contract with that entity. Recipients may not enter into a subaward or contract with an entity that appears on the Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov>.
2. The recipient must ensure that any agreements or contracts with subrecipients or contractors (vendors) require that they verify that their contractors (for contracts expected to equal or exceed \$25,000), subcontractors (for subcontracts expected to equal or exceed \$25,000), or principals that the subrecipients or contractors engage to accomplish the scope of work, if applicable, do not appear on the federal government's Excluded Parties List. Subrecipients and contractors may not enter into a contract or subcontract with an entity, or that entity's principals, if that entity or its principals appear on the Excluded Parties List.
3. The recipient must include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts described in 31 C.F.R. Part 19, subpart B) that the award is subject to 31 C.F.R. Part 19.

Q DRUG FREE WORKPLACE

The recipient must comply with the provisions of the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Sec. 5153, as amended by Public Law 105-85, Div. A, Title VIII, Sec. 809, as codified at 41 U.S.C. § 8102), and Treasury implementing regulations at 31 C.F.R. Part 20, which require that the recipient take steps to provide a drug-free workplace.

R LOBBYING RESTRICTIONS

1. Lobbying Restrictions

- a. Solely for the purposes of Section R of these Standard Terms and Conditions, "recipient" is used as defined at 31 C.F.R. § 21.105(0). Solely for the purposes of Section R of these Standard Terms and Conditions, "award recipient" refers to the recipient of this RESTORE Act award from Treasury.
- b. All recipients must comply with the provisions of 31 U.S.C. § 1352, as amended, and with regulations at 31 C.F.R. Part 21. No appropriated funds may be expended by the recipient of a Federal grant to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant or the extension, continuation, renewal, amendment, or modification of any Federal grant.

2. Certification

- a. Each person who requests or receives from Treasury a RESTORE Act grant shall file with Treasury a certification, set forth in Appendix A of 31 C.F.R. Part 21, that the person has not made, and will not make, any payment prohibited under 31 U.S.C. § 1352, as amended.
- b. The certification shall be filed pursuant to 31 C.F.R. § 21.100(a) and (b).
- c. Any subrecipient, at any tier, who receives a subaward exceeding \$100,000 under this award, shall file with the tier above them a certification, set forth in appendix A of 31 C.F.R. Part 21, that the subrecipient as not made, and will not make, any payment prohibited by 31 C.F.R. § 21.100(a). Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- d. Any contractor or subcontractor, at any tier, who receives a contract or subcontract exceeding \$100,000 under this award, shall file with the tier above them a certifications, set forth in Appendix A of 31 C.F.R. Part 21, that the contractor or subcontractor has not made, and will not make, any payment prohibited by 31 U.S.C. § 1352, as amended. Pursuant to 31 C.F.R. 21.100(d), the certification shall be filed to the next tier above.
- e. Every certification filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required certification, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352.

3. Disclosure of Lobbying Activities

- a. The award recipient of this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with Treasury disclosure form SF-LLL, set forth in Appendix B of 31 CF.R. Part 21, if that award recipient is paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant.
- b. Every recipient of a subaward under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.
- c. Every recipient of a contract or subcontract under this RESTORE Act grant from Treasury, if this grant exceeds \$100,000, shall file with the tier above it the disclosure form SF-LLL, set forth in Appendix B of 31 C.F.R. Part 21, if that recipient has paid or will pay any funds, other than Federal appropriated funds, 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant. Each tier who receives the completed and signed SF-LLL disclosure form shall forward it to the tier above it, and the award recipient of this RESTORE Act grant from Treasury will forward it to Treasury.

- d. Every SF-LLL disclosure form filed shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared with any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification. If a person fails to file a required disclosure, the United States may pursue all available remedies, including those authorized by 31 U.S.C. § 1352,
- e. Pursuant to 31 C.F.R. § 21.110(c), every recipient must file a new disclosure form at the end of each calendar quarter in which a payment, or an agreement to make a payment, is made which would have otherwise required reporting at the time of application. Moreover, if an event occurs during the calendar quarter which materially affects the accuracy of information reported on the disclosure form previously submitted, the submitter must file a new disclosure form. Events which “materially affect” the accuracy of information already reported include:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the persons(s) influencing or attempting to influence; and/or
 - iii. A change in the Federal official(s) contacted to influence or attempt to influence a covered Federal action,
- f. The award recipient must submit its form SF-LLs, as well as those received from subrecipients, contractors and subcontractors, to Treasury within 30 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed.
- g. The award recipient must include a statement in all subaward, contracts and subcontracts exceeding \$100,000 in federal funds, that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352,
- h. The award recipient must require subrecipients, contractors and subcontractors to submit form SF-LLL to the award recipient with 15 calendar days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure from previously filed.

S PROCUREMENT

- 1. The recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the

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

2. When the recipient makes a subaward to a subrecipient that is authorized to enter into contracts for the purpose of completing the subaward scope of work, the recipient must require the subrecipient to comply with the requirements contained in this section.
3. The recipient, subrecipient, contractor, and/or subcontractor must not sub-grant or sub-contract any part of the approved project to any agency or employee of Treasury and/or other federal department, agency, or instrumentality without the prior written approval of Treasury. Treasury will notify the recipient in writing of the final determination.
4. Requirements applicable to recipients and subrecipients that are states: When executing procurement actions under this Award, the recipient must follow the same policies and procedures it uses for procurements from its non-federal funds. The recipient must ensure that every purchase order or other contract contains any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*, as well as any other provisions required by law or regulations.
5. Requirements applicable to recipients and subrecipients that are not states: The recipient must follow all procurement requirements set forth in 2 C.F.R. §§ 200.318, 200.319, 200.320, 200.321, 200.323, and 200.324. In addition, all contracts executed by the recipient to accomplish the approved scope of work must contain any clauses required by federal statutes and EOs and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200—*Contract Provisions for Non-Federal Entity Contracts under Federal Awards*.
6. Contracting with small and minority businesses, women's business enterprise, and labor surplus area firms, 2 C.F.R. § 200.321. Recipients and subrecipients that are not states must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in (a) through (e) of this paragraph.

T RESEARCH INVOLVING HUMAN SUBJECTS

1. No research involving human subjects is permitted under this Award unless expressly authorized by a special award condition, or otherwise in writing by Treasury.
2. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (1) data through intervention or interaction with the individual, or (2) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.
3. The recipient and subrecipient, as appropriate, must maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this project, the recipient must submit appropriate documentation to Treasury for approval by the appropriate Treasury officials. This documentation may include:
 - a. Documentation establishing approval of the project by an institutional review board (IRB) approved for federal-wide use under Department of Health and Human Services guidelines;
 - b. Documentation to support an exemption for the project;
 - c. Documentation to support deferral for an exemption or IRB review; or
 - d. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.
4. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research, until the appropriate documentation is approved in writing by Treasury.

U ENVIRONMENTAL REQUIREMENTS

The recipient must comply with all environmental standards, and provide information requested by Treasury relating to compliance with environmental standards, including but not limited to the following federal statutes, regulations, and EOs. If the recipient is permitted to make any subawards, the recipient must include all of the environmental statutes, regulations, and executive orders listed below in any agreement or contract with a subrecipient, and require the subrecipient to comply with all of these and to notify the recipient if the subrecipient becomes aware of any impact on the environment that was not noted in the recipient's approved application package:

1. National Historic Preservation Act, as amended (54 U.S.C. § 300101 et seq.) and Archeological and Historic Preservation Act, as amended (54 U.S.C. § 312501 et seq.)
2. The National Environmental Policy Act of 1969, as amended (42 U.S.C. § 4321 et seq.)
3. Clean Air Act, as amended (42 U.S.C. § 7401 et seq.), Clean Water Act, as amended (33 U.S.C. § 1251 et seq.), and EO 11738
4. The Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4002 et seq.)
5. The Endangered Species Act of 1973, as amended, (16 U.S.C. § 1531 et seq.)
6. The Coastal Zone Management Act, as amended, (16 U.S.C. § 1451 et seq.)
7. The Coastal Barriers Resources Act, as amended, (16 U.S.C. § 3501 et seq.)
8. The Wild and Scenic Rivers Act, as amended, (16 U.S.C. § 1271 et seq.)
9. The Safe Drinking Water Act of 1974, as amended, (42 U.S.C. § 300f-j)

10. The Resource Conservation and Recovery Act of 1976, as amended, (42 U.S.C. § 6901 et seq.)
11. The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.) and the Community Environmental Response Facilitation Act (42 U.S.C. § 9601 note)
12. Magnuson-Stevens Fishery Conservation and Management Act, as amended (16 U.S.C. §1801)
13. Marine Mammal Protection Act, as amended (16 U.S.C § 31)
14. Migratory Bird Treaty Act, as amended (16 U.S.C. §§ 703-712)
15. Responsibilities of Federal Agencies to Protect Migratory Birds, EO 13186
16. Bald and Golden Eagle Protection Act, as amended (16 U.S.C. § 668-668d)
17. Marine Protection, Research and Sanctuaries Act (33 U.S.C. §§ 1401-1445 and 16 U.S.C. §§ 1431—1445)
18. National Marine Sanctuaries Act, as amended (16 U.S.C. § 1431 et seq.)
19. Rivers and Harbors Act of 1899 (33 U.S.C § 407)
20. Environmental Justice in Minority Populations and Low Income Populations, EO 12898, as amended
21. Flood Management, EO 11988, as amended by EO 13690, and Protection of Wetland, EO11990, May 24, 177, as amended by EO 12608
22. Farmland Protection Policy Act, as amended (7 U.S.C. § 4201 et. seq.)
23. Coral Reef Protection, EO 13089
24. Invasive Species, EP 13112

V MISCELLANEOUS REQUIREMENTS AND PROVISIONS

The recipient must comply with all miscellaneous requirements and provisions described in this section and, when applicable, require its subrecipients, contractors, and subcontractors to comply. This list is not exclusive:

1. **Prohibition Against Assignment by the Recipient**

Notwithstanding any other provision of this Award, the recipient must not transfer, pledge, mortgage, or otherwise assign this Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of Treasury.

2. **Disclaimer Provisions**

- a. The United States expressly disclaims any and all responsibility or liability to the recipient or third persons for the actions of the recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any other losses resulting in any way from the performance of this Award or any subaward, contract, or subcontract under this Award.
- b. The acceptance of this Award by the recipient does not in any way constitute an agency relationship between the United States and the recipient.

3. **Prohibited and Criminal Activities**

- a. The Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3812), provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the federal government for money (including money representing grants, loans or other benefits).
- b. False Statements, as amended (18 U.S.C. § 1001) provides that whoever makes or presents any materially false, fictitious, or fraudulent statements to the United States shall be subject to imprisonment of not more than five years.
- c. False, Fictitious, or Fraudulent Claims, as amended (18 U.S.C. § 287) provides that whoever makes or presents a false, fictitious, or fraudulent claim against or to the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided in 18 U.S.C. § 287.
- d. False Claims Act, as amended (31 U.S.C. 18 U.S.C. § 3729 et seq.), provides that suits under this act can be brought by the federal government, or a person on behalf of the federal government, for false claims under federal assistance programs
- e. Copeland “Anti-Kickback” Act, as amended (18 U.S.C. § 874 and 40 U.S.C. § 276c), prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract. The Copeland “Anti-Kickback” Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

4. **Political Activities**

The recipient must comply, as applicable, with provisions of the Hatch Act, as amended (5 U.S.C. §§ 1501-1508 and §§ 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

5. **American-Made Equipment and Products**

The recipient is hereby notified that it is encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

6. **Increasing Seat Belt Use in the United States**

Pursuant to EO 13043, the recipient should encourage its employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented or personally owned vehicles.

7. **Minority Serving Institutions (MSIs) Initiative**

Pursuant to EOs 13555 and 13270, as amended, Treasury is strongly committed to broadening the participation of MSIs in its financial assistance programs. Treasury's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from federal financial assistance programs. Treasury encourages recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at <http://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html>.

8. **Research Misconduct**

Treasury adopts, and applies to Awards for research, the Federal Policy on Research Misconduct (Federal Policy) issued by the EO of the President's Office of Science and Technology Policy on December 6, 2000 (65 Fed. Reg. 76260 (2000)). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipients that conduct research funded by Treasury must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipients also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Award funds expended on an activity that is determined to be invalid or unreliable because of research misconduct may result in appropriate enforcement action under the Award, up to and including Award termination and possible suspension or debarment. Treasury requires that any allegation that contains sufficient information to proceed with an inquiry be submitted to Treasury, which will also notify the Treasury Office of Inspector General of such allegation. Once the recipient has investigated the allegation, it will submit its findings to Treasury. Treasury may accept the recipient's findings or proceed with its own investigation; Treasury shall inform the recipient of the Treasury's final determination.

9. **Care and Use of Live Vertebrate Animals**

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Public Law 89-544), as amended, (7 U.S.C. § 2131 et seq.) (animal acquisition, transport, care, handling, and use in projects), and implementing regulations, 9 C.F.R. Parts 1, 2, and 3; the Endangered Species Act, as amended, (16 U.S.C. § 1531 et seq.); Marine Mammal Protection Act, as amended, (16 U.S.C. § 1361 et seq.) (taking possession, transport, purchase, sale, export or import of wildlife and plants); the Nonindigenous Aquatic Nuisance Prevention and Control Act, as amended, (16 U.S.C. § 4701 et seq.) (ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release); and all other applicable statutes pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by federal financial assistance.

10. **The Trafficking Victims Protection Act of 2000, as amended. (22 U.S.C. § 7104(g)), and the implementing regulations at 2 C.F.R. Part 175**

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, *as defined in 2 C.F.R. §175.25(d)*, without penalty to the federal government, if the recipient or subrecipient engages in certain activities related to trafficking in persons.

a. Provisions applicable to a recipient that is a private entity

1. You as the recipient, your employees, subrecipients under this Award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that this Award is in effect;
 - ii. Procure a commercial sex act during the period of time that this Award is in effect; or

- iii. Use forced labor in the performance of this Award or subawards under this Award.
- 2. We as the federal awarding agency may unilaterally terminate this Award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this Section V.10; or
 - ii. Has an employee who is determined by the agency official authorized to terminate this Award to have violated a prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - A. Associated with performance under this Award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this Section V.10; or
 - 2. Has an employee who is determined by the agency official authorized to terminate this Award to have violated an applicable prohibition in paragraph a.1 of this Section V.10 through conduct that is either—
 - i. Associated with performance under this Award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 31 C.F.R. Part 19.
- c. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this Section V.10.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this Section V.10:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Award.
 - 3. You must include the requirements of paragraph a.1 of this Section V.10 in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Award; or

- ii. Another person engaged in the performance of the project or program under this Award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- 3. "Private entity":
 - i. Means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - B. A for-profit organization
- 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at § 103 of the TVPA, as amended (22 U.S.C. § 7102).

11. **The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, 31 U.S.C. § 6101 note)**

- a. The award term at Appendix A of 2 C.F.R. Part 170 is hereby incorporated by reference.
- b. The Federal Funding Accountability and Transparency Act of 2006 (FFATA) requires information on federal awards to be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. The FFATA Subaward Reporting System (FSRS) is the reporting tool federal prime awardees (*i.e.*, prime contractors and prime grants recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards to meet the FFATA reporting requirements. Prime grant awardees will report against sub-grants awarded. The subaward information entered in FSRS will then be displayed at <http://www.USASpending.gov>.
- c. Recipients of RESTORE Act funding are subject to FFATA subaward reporting requirements as outlined in the OMB guidance on FFATA issued August 27, 2010. The recipient is required to file a FFATA subaward report by the end of the month following the month in which the recipient makes any subaward greater than or equal to \$25,000. This includes any action that brings the cumulative total award to \$25,000 or more. This report must be filed electronically at <http://www.fsr.gov>.
- d. The recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, by the end of the month following the month in which this Award is made, and annually thereafter if—
 - i. The total federal funding authorized to date under this Award is \$25,000 or more; and

- ii. In the preceding fiscal year, the recipient received—
 - 1) 80 percent or more of annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. § 170.320 (and subawards); and
 - 2) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to FFATA, as defined at 2 C.F.R. 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under § 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or § 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- e. The recipient must report on the total compensation of its subrecipients' five most highly compensated executives, as required by FFATA, and must include provisions in every executed contract or agreement with affected subrecipients requiring the subrecipient to provide all information necessary for the recipient to report on subrecipient executive compensation. The recipient must report on subrecipient executive compensation by the end of the month following the month during which the recipient makes the subaward.
- f. The recipient must keep its information current in SAM (System for Award Management, which is the successor to the Central Contractor Registry, (CCR)) at least until submission of the final SF-425 or receipt of the final Award payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information. SAM is the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the System for Award Management Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- g. If the recipient is authorized to make subawards under this Award, the recipient must notify potential subrecipients that the recipient may not make a subaward to any entity unless that entity has provided its Data Universal Numbering System (DUNS) number to the recipient. A DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.

12. Recipient Integrity and Performance Matters (80 FR 43301, July 22, 2015) Reporting of Matters Related to Recipient Integrity and Performance

a. *General Reporting Requirement*

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the accuracy of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph b. of

this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

b. *Proceedings About Which The Recipient Must Report*

The recipient must submit the information required about each proceeding that:

- i. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- ii. Reached its final disposition during the most recent five year period; and
- iii. Is one of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph e. of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph e. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in paragraph b.iii. 1), 2), or 3) of this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

c. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph b of this award term and condition. The recipient does not need to submit the information a second time under assistance awards that the recipient received if they already provided the information through SAM because they were required to do so under Federal procurement contracts that they were awarded.

d. *Reporting Frequency*

During any period of time when the recipient is subject to the requirement in paragraph 1 of this award term and condition, the recipient must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that they have not reported previously or affirm that there is new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

e. *Definitions*

For purposes of this award term and condition:

- i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- ii. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- iii. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

13. **Publications and Signage**

Any publications (except scientific articles or papers appearing in scientific, technical, or professional journals) or signage produced with funds from this Award, or informing the public about the activities funded in whole or in part by this Award, must clearly display the following language: “This project was paid for [in part] with federal funding from the Department of the Treasury under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act).” Publications (except scientific articles or papers appearing in scientific, technical, or professional journals) produced with funds from this Award must display the following additional language: “The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Department of the Treasury.”

14. **Homeland Security Presidential Directive 12**

If the performance of this Award requires the recipient’s personnel to have routine access to Treasury-controlled facilities and/or Treasury-controlled information systems (for purpose of this term “routine access” is defined as more than 180 days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, Treasury will conduct a check with U.S. Citizenship and Immigration Services’ (USCIS) Verification Division, a component of the Department of Homeland Security (DHS), to ensure the individual is in a lawful immigration status and that he or she is eligible for employment within the United States. Any items or services delivered under this Award must comply with Treasury personal identity verification procedures that implement Homeland Security Presidential Directive 12, “Policy for a Common Identification Standard for Federal Employees and Contractors”, FIPS PUB 201, as amended, and OMB Memorandum M-05-24, as amended. The recipient must ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this Section V.14. Treasury may delay final payment under this Award if the subrecipient or contractor fails to comply with the requirements listed in the section below. The recipient must insert the following term in all subawards

and contracts when the subrecipient or contractor is required to have routine physical access to a Treasury-controlled facility or routine access to a Treasury-controlled information system:

- a. The subrecipient or contractor must comply with Treasury personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication, FIPS PUB 140-2, as amended, for all employees under this subaward or contract who require routine physical access to a federally controlled facility or routine access to a federally controlled information system.
- b. The subrecipient or contractor must account for all forms of government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor must return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by Treasury:
 - i. When no longer needed for subaward or contract performance;
 - ii. Upon completion of the subrecipient or contractor employee's employment; or
 - iii. Upon subaward or contract completion or termination.

15. **Foreign Travel**

- a. The recipient and subrecipient may not use funds from this Award for travel outside of the United States unless Treasury provides prior written approval.
- b. The recipient and subrecipient must comply with the provisions of the Fly America Act, as amended, (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 C.F.R. §§ 301-10.131–301-10.143.
- c. The Fly America Act requires that federal travelers and others performing U.S. Government-financed air travel must use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable, or use of U.S. flag air carrier service will not accomplish the agency's mission.
- d. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral/multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow federal funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple "Open Skies Agreements" currently in effect. For more information about the current bilateral and multilateral agreements, visit the GSA website <http://www.gsa.gov/portal/content/103191>. Information on the Open Skies agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website <http://www.state.gov/e/eeb/tra/>.
- e. If a foreign air carrier is anticipated to be used for any portion of travel funded under this Award, the recipient must receive prior approval from the Treasury. When requesting such approval, the recipient must provide a justification in

accordance with guidance provided by 41 C.F.R. § 301–10.142, which requires the recipient to provide Treasury with the following: name; dates of travel; origin and destination of travel; detailed itinerary of travel; name of the air carrier and flight number for each leg of the trip; and a statement explaining why the recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the recipient must provide Treasury with a copy of the agreement or a citation to the official agreement available on the GSA website. Treasury shall make the final determination and notify the recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in the recipient not being reimbursed for any transportation costs for which the recipient improperly used a foreign air carrier.

16. Export Control

- a. This clause applies to the extent that this Award involves access to export-controlled items.
- b. In performing this financial assistance Award, the recipient may gain access to items subject to export control (export-controlled items) under the Export Administration Regulations (EAR) issued by the Department of Commerce (DOC). The recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled items, including the EAR's deemed exports and re-exports provisions. The recipient shall establish and maintain effective export compliance procedures throughout performance of the Award. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled items, including by foreign nationals.
- c. Definitions:
 - i. Export-controlled items. Items (commodities, software, or technology), that are subject to the EAR (15 C.F.R. §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items, items with a military and commercial application.
 - ii. Deemed Export/Re-export. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 C.F.R. § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange of information, or the application abroad of knowledge or technical experience acquired in the United States. If such a release occurs abroad, it is considered a deemed re-export to the foreign national's home country. Licenses from DOC may be required for deemed exports or re-exports.
- d. The recipient shall control access to all export-controlled items that it possesses or that comes into its possession in performance of this Award, to ensure that access to, or release of, such items are restricted, or licensed, as required by applicable federal statutes, EOs, and/or regulations, including the EAR.
- e. To the extent the recipient wishes to provide foreign nationals with access to export-controlled items, the recipient shall be responsible for obtaining any necessary licenses, including licenses required under the EAR for deemed exports or deemed re-exports.
- f. Nothing in the terms of this Award is intended to change, supersede, or waive the requirements of applicable federal statutes, EOs, and/or regulations.

- g. Compliance with this Section V.15 will not satisfy any legal obligations the recipient may have regarding items that may be subject to export controls administered by other agencies such as the Department of State, which has jurisdiction over exports of munitions items subject to the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120–130), including releases of such items to foreign nationals.
- h. The recipient shall include this clause, including this paragraph (i), in all lower tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled items.

SUPPLEMENTAL STANDARD TERMS AND CONDITIONS - AWARDS UNDER THE DIRECT COMPONENT FOR ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

W ACQUISITION AND IMPROVEMENTS TO REAL PROPERTY

1. Compliance with State, Local and Federal Requirements

The project must comply with all applicable federal laws and regulations, and with all requirements for state, and local laws and ordinances to the extent that such requirements do not conflict with federal laws. The recipient is also responsible for supervising the design, bidding, construction, and operation of construction projects in compliance with all award requirements. The recipient must comply with, and must require all contractors and subcontractors, to comply with all federal, state, and local laws and regulations. The recipient must ensure compliance with special award conditions which may contain conditions that must be satisfied prior to advertisement of bids, start of construction, or other critical event.

2. Title

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that the recipient has acquired good and merchantable title free of all mortgages, foreclosable liens, or encumbrances, to all land, rights of way and easements necessary for the completion of the project.

3. Permitting Requirements

Prior to receiving Treasury authorization to start construction, the recipient must furnish evidence, satisfactory to Treasury, that recipient has received all federal, state and local permits necessary for the completion of the project.

4. Federal Interest in Real Property

“Federal interest” refers to real property that is acquired or improved, in whole or in part, with RESTORE Act Direct Component funds, which must be held in trust by the Recipient for the benefit of the project for the Estimated Useful Life of the project, during which period Treasury retains an undivided equitable reversionary interest in the real property (i.e., the “federal interest”).

5. Estimated Useful Life

Property that is acquired or improved, in whole or in part, with federal assistance is held in trust by the recipient for the purpose(s) for which the award was made for the Estimated Useful Life. Estimated Useful Life means the period of years that constitutes the expected useful lifespan of a project, as determined by Treasury, during which Treasury

anticipates obtaining the benefits of the project pursuant to project purposes authorized by the RESTORE Act. For this award the recipient has proposed an Estimated Useful Life from the date of construction completion. Treasury's issuance of the grant agreement represents its concurrence with the recipient's proposed Estimated Useful Life.

The recipient's obligation to the federal government continues for the Estimated Useful Life of the project, as determined by Treasury, during which Treasury retains an undivided equitable reversionary interest (the "federal interest") in the property improved, in whole or in part, with the Treasury investment.

If Treasury determines that the recipient has failed or fails to meet its obligations under the terms and conditions of this award, Treasury may exercise its rights or remedies with respect to its federal interest in the project. However, Treasury's forbearance in exercising any right or remedy in connection with the federal interest does not constitute a waiver thereof.

6. Commencement of Construction

The recipient should not commence construction prior to the date of the Award. The recipient must make a written request to Treasury for permission to commence construction after the construction contractor has been selected and at least 30 days prior to construction. For project costs to be eligible for Treasury reimbursement, Treasury must determine that the award of all contracts with associated costs are in compliance with the scope of the project and all terms and conditions of this award, and all necessary permits have been obtained, and the federal interest is secure. No construction funds may be drawn from ASAP without Treasury's written permission. If the recipient commences construction prior to Treasury's determination, the recipient proceeds at its own risk.

Treasury will only review contract amendments or change orders which change the scope of a contract.

7. Use of Real Property

Encumbering real property on which there is a federal interest without prior Treasury approval is an unauthorized use of the property and of project trust funds under this award. See 2 C.F.R. § 200.316. Real property or interest in real property may not be used for purposes other than the authorized purpose of the award without the express, prior written approval of Treasury, for as long as the federal government retains an interest in the property. The property must not be sold, conveyed, transferred, assigned, mortgaged, or in any other manner encumbered except as expressly authorized in writing by Treasury. The recipient must maintain facilities constructed or renovated with grant funds in a manner consistent with the purposes for which the funds were provided for the duration of the Estimated Useful Life.

In the event that the real property or interest in real property is no longer needed for the originally authorized purpose, the recipient must obtain disposition instructions from Treasury consistent with 2 C.F.R. § 200.311.

8. Recording the Federal Interest in the Real Property

To document the federal interest, the recipient agrees to prepare and properly record a "Covenant of Purpose, Use and Ownership" (Covenant), or, where a subrecipient is the title owner, to ensure that the subrecipient prepares and properly records a "Covenant of Purpose, Use and Ownership" (Covenant) on the property acquired or improved with federal assistance funds. See 2 C.F.R. § 200.316. This Covenant does not establish a

traditional mortgage lien in that it does not establish a traditional creditor relationship requiring the periodic repayment of principal and interest, or the ability of Treasury to foreclose on the real property at any time. Rather, pursuant to the Covenant, the recipient and/or the subrecipient, as applicable, acknowledges that it holds title to the real property in trust for the public purposes of the financial assistance award and agrees, among other commitments, that it will repay the federal interest if it disposes of or alienates an interest in the real property, or uses it in a manner inconsistent with the public purposes of the award, during the Estimated Useful Life of the property.

- a. The Covenant must be satisfactory in form and substance to Treasury, must include the name and current address of the recipient and subrecipient (if applicable), the grant award number, amount and date of award and subrecipient agreement (if applicable), date of the purchase of property (if applicable), and the Estimated Useful Life of the project. It must also include statements that the real property will only be used for purposes consistent with the RESTORE Act; that it will not be mortgaged or used as collateral, sold or otherwise transferred to another party, without the written permission of Treasury; and that the federal interest cannot be subordinated, diminished, nullified or released through encumbrance of the property, transfer of the property to another party or any other action the recipient/subrecipient takes without the written permission of Treasury.
- b. The recipient agrees to provide to Treasury an attorney's title opinion as to the title owner of the property, and to properly record, in accordance with applicable law, the Covenant in the real property records in the jurisdiction in which the real property is located in order to provide public record notice to interested parties that there are certain restrictions on the use and disposition of the real property during its Estimated Useful Life, and that Treasury retains an undivided equitable reversionary interest in the real property to the extent of its participation in the project for which funds have been awarded.
- c. Treasury requires an opinion of counsel for the recipient to substantiate that the document has been properly recorded.
- d. Failure to properly and timely file and maintain documentation of the federal interest may result in appropriate enforcement action, including, but not limited to, disallowance of the cost of the acquisition or improvement by Treasury.
- e. The Federal Interest must be perfected and recorded/filed in accordance with state and/or local law concurrent with the acquisition of the real property, where an award includes real property acquisition, and for construction of buildings and projects to improve the real property, no later than the date construction and/or improvement work commences.
- f. When the Estimated Useful Life of the project is ended, the federal interest is extinguished and the federal government has no further interest in the real property.

Exclusions from the requirement that the federal interest on real property be recorded will be at Treasury's sole discretion. The types of projects for which Treasury may agree to this exclusion are those projects for which federal funds will not be used to fund the construction of built structures, improvements to state parks, water and sewer lateral line projects affecting private properties, and shoreline stabilization projects.

9. **Administration, Operation and Maintenance**

The recipient agrees to administer, operate, and maintain the project for its Estimated

Useful Life in the same manner in which it operates and maintains similar facilities and equipment owned by it, and in accordance with state and local standards, laws and regulations. The recipient must not be in breach of its obligations under this award except to the extent the failure to fulfill any obligation is due to an Uncontrollable Force.

“Uncontrollable Force” means an event beyond the reasonable control of, and without the fault or negligence of, the party claiming the Uncontrollable Force that prevents the recipient from honoring its contractual obligations under this Agreement and which, by exercise of the recipient’s reasonable care, diligence and foresight, such recipient was unable to avoid. Uncontrollable Forces include, but are not limited to:

- a. Strikes or work stoppage;
- b. Floods, earthquakes, or other natural disasters; terrorist acts; and
- c. Final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the recipient, claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction. Neither the unavailability of funds or financing, nor conditions of national or local economies or markets must be considered an Uncontrollable Force.

10. **Reporting Requirement**

The recipient must complete and submit to Treasury a report on the status of the real property or interest in real property in which the federal government retains an interest, using a *SF-429 Real Property Status Report* form annually for the first three years after real property acquisition or completion of construction, and thereafter every five years until the end of the Estimated Useful Life or time of disposition, whichever is less. All reports must be for the period ending December 31, or any portion thereof, beginning with the year of completion of construction or real property acquisition, and are due no later than 30 days following the end of the reporting period.

11. **Insurance**

The recipient must, at a minimum, provide the equivalent insurance coverage for real property improved with federal funds as provided to property owned by the recipient state, county or parish, in compliance with 2 C.F.R. § 200.310.

12. **Bonding**

For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the recipient or pass-through entity may request in writing that Treasury accept its bonding policy and requirements. If Treasury determines that the federal interest in the project is adequately protected, the recipient or pass-through entity need not comply with the following three bonding requirements. For all other recipients and pass-through entities, the minimum requirements for construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold are as follows:

- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual instruments as may be required within the time specified.

- b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

13. **Floodplain Requirements**

In accordance with 44 C.F.R. Part 9, prior to Treasury’s authorization to commence construction in a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of a Floodplain Notice, that the 30-day period established for receipt of comments from the public in response to public notice published regarding the potential for adverse project impact on the values and functions of a designated 100-year floodplain has expired and that identified concerns (if any) have been addressed to Treasury’s satisfaction. This notice may be satisfied through a federal/state environmental assessment process used as the vehicle for public notice, involvement, and explanation per 44 C.F.R. § 9.8(2).

In addition, prior to Treasury’s authorization to commence construction of structures and/or buildings within a designated 100-year floodplain, the recipient must provide evidence satisfactory to Treasury of the following:

- a. Floodplain Protection: That the project engineer/architect has certified that the project facility will be adequately protected from damage by floods in this area of apparent potential flood hazard. The evidence must include adequate justification for the Base Flood Elevation designation for the financial assistance award site.
- b. Floodplain Insurance: That the community is participating in the National Flood Insurance Program, and that as required, the recipient will purchase flood insurance.

14. **Goals for Women and Minorities in Construction**

Department of Labor regulations set forth in 41 C.F.R. § 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all federally assisted construction contracts in excess of \$10,000. The recipient must comply with these regulations and must obtain compliance with 41 C.F.R. § 60-4 from contractors and subcontractors employed in the completion of the project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 C.F.R. § 60-4.

- a. The goal for participation of women in each trade area must be as follows:
From April 1, 1981, until further notice: 6.9 percent;
- b. All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 C.F.R. § 60-4.6, or any successor regulations, must hereafter be incorporated by reference into these Special Award Conditions; and,
- c. Goals for minority participation must be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The recipient must include the “Standard Federal Equal

Employment Opportunity Construction Contract Specifications” (or cause them to be included, if appropriate) in all federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 C.F.R. § 60-4.6.

15. **Davis Bacon Act, as amended (40 U.S.C. §§ 3141–3148)**

Davis-Bacon Act-related provisions are applicable for a construction project if it is for the construction of a project that can be defined as a “treatment works” in 33 U.S.C § 1292; or for a construction project regardless of whether it is a “treatment works” project if it is receiving federal assistance from another federal agency operating under an authority that requires the enforcement of Davis-Bacon Act-related provisions. When required, all prime construction contracts in excess of \$2,000 awarded by the non-Federal entity must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141–3144, and §§ 3146–3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition contracts must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to Treasury. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contracts and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation or which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to Treasury.

16. **Equal Opportunity Clause**

Pursuant to 41 C.F.R. § 60-1.4(b), Federally assisted construction contracts, for construction which is not exempt from the requirements of the equal opportunity clause, 41 C.F.R. Part 60-1—Obligations of Contractors and Subcontractors, [t]he [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

41 C.F.R. § 60-1.4 Equal opportunity clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

17. Revised ADA Standards for Accessible Design for Construction Awards

The U.S. Department of Justice has issued revised regulations implementing Title II of the ADA (28 C.F.R. Part 35) and Title III of the ADA (28 C.F.R. Part 36). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards). The 2010 Standards are an acceptable alternative to the Uniform Federal Accessibility Standards (UFAS). Treasury deems compliance with the 2010 Standards to be an acceptable means of complying with the Section 504 accessibility requirements for new construction and alteration projects. All new construction and alteration projects must comply with the 2010 Standards.

MDEQ STANDARD SUB-AWARD TERMS AND CONDITIONS
(V091317)

ATTACHMENT B
STANDARD SUB-AWARD TERMS AND
CONDITIONS

1. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi and applicable federal law excluding its conflicts of laws provisions. SUB-RECIPIENT shall comply with applicable federal, state, and local laws and regulations.

2. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUB-RECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3. REPRESENTATION REGARDING CONTINGENT FEES

SUB-RECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4. REPRESENTATION REGARDING GRATUITIES

SUB-RECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

5. PROCUREMENT REGULATIONS

The SUB-RECIPIENT shall comply with current federal law, rules and regulations, and, in particular, 2 C.F.R. §§ 200.318, General Procurement Standards, through 200.326, Contract Provisions, in any procurement required to complete the tasks in the Scope of Work. SUB-RECIPIENT shall also ensure that every purchase order or

contract includes any clauses required by 2 C.F.R. § 200.326 Contract provisions, as identified in Appendix II to 2 C.F.R. Part 200.

6. SUB-AWARDS

If the SUB-RECIPIENT is authorized to make a sub-award, the SUB-RECIPIENT must include and incorporate the terms and conditions of the Federal Award, and any Special Award Conditions, the terms and conditions of this Agreement and any attachments, in all lower tier sub-awards. Further, the SUB-RECIPIENT, who makes a sub-award, must follow and carry out all the responsibilities of a pass-through entity described at 2 C.F.R. Part 200.

7. COMPLIANCE WITH LAWS

The SUB-RECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and the SUB-RECIPIENT agrees during the Period of Performance of the Agreement that the SUB-RECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. The SUB-RECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

8. STOP WORK ORDER

- A. *Order to Stop Work:* MDEQ may, by written order to SUB-RECIPIENT at any time and without notice to any surety, require SUB-RECIPIENT to stop all or any part of the work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUB-RECIPIENT, 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, SUB-RECIPIENT 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:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.
- B. *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, SUB-RECIPIENT shall have the right

to resume work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUB-RECIPIENT's cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUB-RECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *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 may be allowed by adjustment or otherwise.

9. E-PAYMENT

SUB-RECIPIENT agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

10. E-VERIFICATION

If applicable, SUB-RECIPIENT represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUB-RECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUB-RECIPIENT agrees to provide a copy of each such verification. SUB-RECIPIENT further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

11. TRANSPARENCY

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 et seq. and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, et seq. Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <http://www.transparency.mississippi>. Information identified by SUB-RECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

12. PAYMODE

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUB-RECIPIENT’s choice. MDEQ may, at its sole discretion, require the SUB-RECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. The SUB-RECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

13. TERMINATION

The Agreement may be terminated as follows:

A. TERMINATION FOR CONVENIENCE

- i. *Termination.* The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUB-RECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.
- ii. *SUB-RECIPIENT’s Obligations.* Obligations. SUB-RECIPIENT shall immediately terminate the specified Work and any further expenditure or obligation of funds, and return to MDEQ any unobligated and unspent portion of the funds then held by SUB-RECIPIENT and shall also terminate outstanding orders and contracts as they relate to the terminated work. SUB-RECIPIENT shall settle the liabilities and claims arising out of the termination of contracts and orders connected with the terminated work. MDEQ may direct SUB-RECIPIENT to assign SUB-RECIPIENT’s right, title, and interest under terminated orders or contracts to the State. SUB-

RECIPIENT must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

B. TERMINATION FOR DEFAULT

If SUB-RECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUB-RECIPIENT in writing of the delay or nonperformance. If delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may then immediately terminate SUB-RECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, MDEQ may procure similar supplies or services in a manner and upon terms deemed appropriate by MDEQ. SUB-RECIPIENT shall continue performance of the Agreement to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUB-RECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUB-RECIPIENT in which the State has an interest.

C. TERMINATION UPON BANKRUPTCY

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUB-RECIPIENT, if SUB-RECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUB-RECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUB-RECIPIENT shall be entitled to recover just and equitable compensation for satisfactory work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

14. DISPUTES

Before pleading to any judicial system at any level, the SUB-RECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to the SUB-RECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at the SUB-RECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. Section 49-17-35 and -41. In the alternative, at the SUB-RECIPIENT's option, the decision of

the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. Section 49-17-41.

15. ANTI-ASSIGNMENT/CONTRACTING

SUB-RECIPIENT acknowledges that it was selected by MDEQ to perform the Work required hereunder based, in part, upon SUB-RECIPIENT's special skills and expertise. Unless contractors are otherwise identified and approved in accordance with the "Contracts" provision of this Agreement, SUB-RECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any way to provide for the incurrence of any obligation of MDEQ in addition to the Maximum Amount agreed upon in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the parties.

16. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The SUB-RECIPIENT certifies that (a) it is a political subdivision of the State; (b) entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

17. DEBARMENT AND SUSPENSION

SUB-RECIPIENT certifies to the best of its knowledge and belief, that it:

- A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;
- B. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;
- C. has not, within a three-year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust

statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs two (2) and (3) of this certification; and,
- E. has not, within a three-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

18. CONFIDENTIALITY

- A. *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which SUB-RECIPIENT has designated in writing as proprietary and confidential shall be subject to the provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1. As provided in this Agreement, the personal or professional services to be provided, the price to be paid, and the term of the Agreement shall not be deemed to be a trade secret or confidential commercial or financial information.
- B. *Public Records.* Notwithstanding any provision to the contrary contained herein, all Parties recognize that MDEQ is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act. Miss. Code Ann. §§ 25-61-1 *et seq.* If a public records request is made for any information provided to MDEQ pursuant to this Agreement and designated by the SUB-RECIPIENT in writing as trade secrets or other proprietary confidential information, MDEQ shall following provisions of Miss. Code Ann. §§ 25-61-9 and 79-23-1 before disclosing such information. MDEQ shall not be liable to SUB-RECIPIENT for disclosure of information required by court order or required by law.
- C. *Disclosure of Confidential Information.* In the event that either party to this Agreement receives notice that a third party requests divulgence of Confidential Information or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of Confidential Information or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this Agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated §§ 25-61-1 *et seq.*
- D. *Wrongful Disclosure of Confidential Information.* Any liability resulting from the wrongful disclosure of Confidential Information on the part of SUB-RECIPIENT or its contractor shall rest with SUB-RECIPIENT. Disclosure of any Confidential Information by SUB-RECIPIENT or its subcontractor without

the express written approval of MDEQ may result in the immediate termination of this Agreement.

E. *Exceptions to Confidential Information.* SUB-RECIPIENT and the State shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“**Disclosing Party**”) which is:

- (1) Rightfully known to the recipient prior to negotiations leading to this Agreement, other than information obtained in confidence under prior engagements;
- (2) Generally known or easily ascertainable by nonparties to this Agreement;
- (3) Released by the Disclosing Party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
- (4) Independently developed by the recipient without any reliance on confidential information;
- (5) Part or later becomes part of the public domain or may be lawfully obtained by the State or SUB-RECIPIENT from any nonparty;
- (6) Disclosed with the Disclosing Party’s prior written consent; or
- (7) Otherwise disclosed by law.

19. FAILURE TO ENFORCE

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

20. FORCE MAJEURE

Each Party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its contractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (“force majeure events”). When such a cause arises, SUB-RECIPIENT shall notify MDEQ immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically

extend such dates for a period equal to the duration of the delay caused by such events, unless MDEQ determines it to be in its best interest to terminate the Agreement.

21. INDEMNIFICATION

The SUB-RECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUB-RECIPIENT's tort liability, as an entity of the State of Mississippi, is determined and controlled in accordance with Mississippi Code Annotated §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

22. SUB-RECIPIENT STATUS

The SUB-RECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUB-RECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

The SUB-RECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by the SUB-RECIPIENT to perform the services hereunder shall be an employee or independent contractor of the SUB-RECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

The SUB-RECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUB-RECIPIENT'S contractors, subcontractors, employees or agents.

23. INSURANCE

SUB-RECIPIENT is insured for liability under the Mississippi Tort Claims Act, Miss. Code Ann. § 11-46-1, *et seq.* However, should SUB-RECIPIENT procure or maintain insurance against liability for injury to persons or property, it should have Treasury and MDEQ named as additional insureds on all such policies for any work performed by SUB-RECIPIENT pursuant to this Agreement and provide MDEQ with appropriate

Certificates of Insurance and endorsements reflecting such additions within thirty (30) days after this Agreement is fully-executed.

24. ENTIRE AGREEMENT

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and the SUB-RECIPIENT. SUB-RECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. SUB-RECIPIENT must acquire and maintain all necessary insurance as required by State and Federal law for the Work performed under this Agreement.

25. AMENDMENTS OR MODIFICATION

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

26. ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUB-RECIPIENT.

27. OWNERSHIP OF DOCUMENTS AND WORK PAPERS

MDEQ shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the Project which is the subject of this Agreement, except for SUB-RECIPIENT's internal administrative and quality assurance files and internal project correspondence. SUB-RECIPIENT shall deliver such documents and work papers to MDEQ upon termination or completion of the Agreement. The foregoing notwithstanding, SUB-RECIPIENT shall be entitled to retain a set of such work papers for its files.

28. RECORD RETENTION AND ACCESS TO RECORDS

Provided SUB-RECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUB-RECIPIENT, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUB-RECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUB-RECIPIENT's

personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUB-RECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUB-RECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. SUB-RECIPIENT has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. no audit, litigation or other action arising out of or related in any way to this Project is commenced before SUB-RECIPIENT provides the records and corresponding certification to Collaborator, in which case, SUB-RECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and
- C. SUB-RECIPIENT provides MDEQ a minimum of thirty (30) days’ written notice before providing the above-mentioned records and corresponding certification.

29. RIGHT TO AUDIT

SUB-RECIPIENT shall maintain such financial records and other records as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. SUB-RECIPIENT shall retain these records for a period of ten years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten-year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General and Treasury.

30. RIGHT TO INSPECT WORK; ACCESS

Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by Treasury, the Treasury Office of Inspector General, the Government Accountability Office, MDEQ and their representatives, invitees, and consultants, SUB-RECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as

expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUB-RECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUB-RECIPIENT's performance of the Work.

31. SEVERABILITY

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

32. THIRD PARTY ACTION NOTIFICATION

SUB-RECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUB-RECIPIENT by any entity that may result in litigation related in any way to this Agreement.

33. UNSATISFACTORY WORK

If, at any time during Period of Performance, the service performed or work done by SUB-RECIPIENT is considered by MDEQ to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, SUB-RECIPIENT shall, on being notified by MDEQ, immediately correct such deficient service or work. In the event SUB-RECIPIENT fails, after notice, to correct the deficient service or work immediately, MDEQ shall have the right to order the correction of the deficiency by separate Agreement or with its own resources at the expense of SUB-RECIPIENT.

34. WAIVER

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

35. COMPLIANCE WITH MISS. CODE ANN. § 31-5-37

If applicable, SUB-RECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUB-RECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUB-RECIPIENT shall require the Contracted Party to submit to both SUB-RECIPIENT and the Mississippi Department of Employment Security ("MDES") an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracting Party and any contractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUB-RECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

36. CONFLICT OF INTEREST

The SUB-RECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, the SUB-RECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ's satisfaction, MDEQ reserves the right to terminate this Agreement per the "Termination for Convenience" clause.

37. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

38. NO THIRD-PARTY BENEFICIARIES

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

39. EVALUATION

SUB-RECIPIENT agrees to cooperate with MDEQ by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and this Agreement for a period of ten (10) years after the date on which the Final Reports are provided.

40. VENUE

Venue for the resolution of any dispute, according to Disputes Clause of this Agreement, and any subsequent litigation shall be in Jackson, Hinds County, Mississippi.

41. HEADINGS

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

APPENDIX II TO 2 CFR PART 200: CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 USC 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of

the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

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

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

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

(J) See §200.323.

(K) See §200.216.

(L) See §200.322.

PROCUREMENT OF RECOVERED MATERIALS

The prime contractor must comply with federal regulations regarding procurement of recovered materials found at 2 CFR §200.323.

2 CFR §200.323 requires the Project Owner and its contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

40 CFR §247.12 designates the following Construction Products:

(a) Building insulation products, including the following items:

- (1) Loose-fill insulation, including but not limited to cellulose fiber, mineral fibers (fiberglass and rock wool), vermiculite, and perlite;
- (2) Blanket and batt insulation, including but not limited to mineral fibers (fiberglass and rock wool);
- (3) Board (sheathing, roof decking, wall panel) insulation, including but not limited to structural fiberboard and laminated paperboard products, perlite composite board, polyurethane, polyisocyanurate, polystyrene, phenolics, and composites; and
- (4) Spray-in-place insulation, including but not limited to foam-in-place polyurethane and polyisocyanurate, and spray-on cellulose.

(b) Structural fiberboard and laminated paperboard products for applications other than building insulation, including building board, sheathing, shingle backer, sound deadening board, roof insulating board, insulating wallboard, acoustical and non-acoustical ceiling tile, acoustical and non-acoustical lay-in panels, floor underlayments, and roof overlay (coverboard).

(c) Cement and concrete, including concrete products such as pipe and block containing:

- (1) Coal fly ash;
- (2) Ground granulated blast furnace slag (GGBF);
- (3) Cenospheres; or
- (4) Silica fume from silicon and ferrosilicon metal production.

- (d) Carpet made from polyester fiber made from recovered materials for use in moderate-wear applications such as single-family housing and similar wear applications.
- (e) Floor tiles and patio blocks containing recovered rubber or plastic.
- (f) Shower and restroom dividers/partitions containing recovered plastic or steel.
- (g)
 - (1) Consolidated latex paint used for covering graffiti; and
 - (2) Reprocessed latex paint used for interior and exterior architectural applications such as wallboard, ceilings, and trim; gutter boards; and concrete, stucco, masonry, wood, and metal surfaces.
- (h) Carpet cushion made from bonded polyurethane, jute, synthetic fibers, or rubber containing recovered materials.
- (i) Flowable fill containing coal fly ash and/or ferrous foundry sands.
- (j) Railroad grade crossing surfaces made from cement and concrete containing fly ash, recovered rubber, recovered steel, recovered wood, or recovered plastic.
- (k) Modular threshold ramps containing recovered steel, rubber, or aluminum.
- (l) Nonpressure pipe containing recovered steel, plastic, or cement.
- (m) Roofing materials containing recovered steel, aluminum, fiber, rubber, plastic or plastic composites, or cement.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OF EQUIPMENT

The prime contractor must comply with federal regulations regarding prohibition on certain telecommunications and video surveillance services or equipment found at 2 CFR §200.216, which states:

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

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also §200.471.

DOMESTIC PREFERENCES FOR PROCUREMENTS

The prime contractor must comply with federal regulations regarding domestic preferences for procurements found at 2 CFR §200.322, which states:

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

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2. C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION

Before the Notice of Award can be issued, the lowest responsive and responsible bidder will be required to submit either:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors that will perform work on the project, including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an MDOT, SBA or MDA certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the lowest responsive and responsible bidder will be required to submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities, for construction, equipment, materials, or supply needs and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See “Sample Letter from Contractor to MBE/WBE Firms” below.)
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts, for construction, equipment, materials or supplies.
- Evidence that each Non-MBE/WBE subcontractor or supplier selected for the scope of work or material purchase, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work, or material purchase, was the same for both the MBE/WBE and Non-MBE/WBE.

Bidders may utilize the following resources to assist in MBE/WBE affirmative outreach:

- MDOT Disadvantaged Business Entity (DBE) Website:
<http://sp.mdot.ms.gov/Civil%20Rights/Pages/DBE.aspx>
- MDA Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Directory:
<https://minority.mississippi.org/MinorityBusinessDirectory.aspx>

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

SAMPLE LETTER FROM CONTRACTOR TO MBE/WBE FIRMS

(CONTRACTOR'S LETTERHEAD)

[DATE]

[MBE/WBE COMPANY NAME]

[ADDRESS]

[CITY, STATE ZIP]

RE: [NAME OF PROJECT]

Dear [MBE/WBE FIRM]:

This company intends to submit a bid on the above referenced project.

We are soliciting a proposal from you for any item or items on this project for which you are qualified to subcontract. You may submit proposals to subcontract items of construction or for project materials and supplies if you are a distributor of materials or equipment.

A [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID] is attached for your review. You are encouraged to submit proposals on any item(s) for which you are qualified to subcontract. Proposals must be submitted by [SUBMITTAL DEADLINE] to be considered.

For further details, you are encouraged to contact [NAME OF OWNER REPRESENTATIVE] by email at [EMAIL ADDRESS] or by telephone at [TELEPHONE NUMBER] during normal business hours.

Sincerely,

[NAME OF REPRESENTATIVE]

[NAME OF COMPANY]

Enclosure: [BID SCHEDULE OR DESCRIPTION OF THE SPECIFIC ITEM TO BID]

41 CFR §60-1.4(b) EQUAL OPPORTUNITY CLAUSE

(for Federally Assisted Construction Contracts)

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled,

terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

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

41 CFR §60-4.2(d) NOTICE OF REQUIREMENT FOR AFFIMRATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time- tables	Covered Area (Geographical area where the contract is to be performed)	Goals for minority participation for each trade	Goals for female participation in each trade
Until Further Notice	George County, MS	26.4%	6.9% for all Covered Areas
	Hancock County, MS	19.2 %	
	Harrison County, MS	19.2 %	
	Jackson County, MS	16.9 %	
	Pearl River County, MS	27.7 %	
	Stone County, MS	19.2 %	

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is the Mississippi County within the Gulf Coast Region where the contract will be performed.

41 CFR §60-4.3(a) STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (Executive Order 11246)

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and

training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

MISSISSIPPI FIRST ACT

TITLE 31. PUBLIC BUSINESS, BONDS AND OBLIGATIONS CHAPTER 5. PUBLIC WORKS CONTRACTS IN GENERAL

Miss. Code Ann. § 31-5-37

§ 31-5-37. Contractors submitting bids for public works projects utilizing specified funding required to submit employment plan with bid; contents of plan; review of individuals for vacant positions

(1) All public works projects utilizing funds received by state or local governmental entities resulting from a federally declared disaster or a spill of national significance, including damages, penalties, fines or supplemental projects paid or financed by responsible parties pursuant to a court order, negotiated settlement, or other instrument, including under any law distributing such fines and penalties including the federal Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economy of the Gulf Coast Act of 2011 (R.E.S.T.O.R.E.), the Oil Pollution Act of 1990 or the Federal Water Pollution Control Act or similar legislation, shall be subject to the hiring policies established by this section.

(2) Contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$ 5,000.00) or more and that are financed, in whole or in part, through the use of funds described in subsection (1) of this section shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. The contractor shall submit to the agency or governing authority that solicited the bid and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of the contract which shall include the following:

- (a) The types of jobs involved in the public works project;
- (b) The skill level of the jobs involved in the project;
- (c) Wage information on the jobs involved in the project;
- (d) The number of vacant positions that the contractor and any subcontractor needs to fill;
- (e) How the contractor and any subcontractor will recruit, low-wage and unemployed individuals for job vacancies;
- (f) Such other information as may be required by the Mississippi Department of Employment Security; and
- (g) Proof of registration with the Mississippi Department of Employment Security for taxation in accordance with the provisions of Title 71.

(3) From the date written notice of the contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, the contractor and any subcontractor shall not hire any personnel to fill vacant positions necessary for the public works project except residents of the State of Mississippi who are to be verified by the Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the contractor or subcontractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the contractor or subcontractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. The contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The contract award shall be vacated if the contractor fails to comply with the provisions of this subsection.

MISSISSIPPI EMPLOYMENT PROTECTION ACT OF 2008

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

Miss. Code Ann. § 71-11-1

§ 71-11-1. Legislative findings

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

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

Miss. Code Ann. § 71-11-3

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

- (1) This chapter shall be known as the "Mississippi Employment Protection Act."
- (2) The provisions of this section shall be enforced without regard to race, gender, religion, ethnicity or national origin.
- (3) For the purpose of this section only, the following words shall have the meanings ascribed herein unless the content clearly states otherwise:
 - (a) "Employer" is any person or business that is required by federal or state law to issue a United States Internal Revenue Service Form W-2 or Form 1099 to report income paid to employed or contracted personnel in Mississippi.
 - (b) "Employee" is any person or entity that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued.

(c) "Third-party employer" is any person or company that provides workers for another person or company. This includes, but is not limited to, leasing companies and contract employers.

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

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

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

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

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

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

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

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

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

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

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

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

(5) Any employer that complies with the requirements of this section shall be held harmless by the Mississippi Department of Employment Security, provided the employer is not directly involved in the creation of any false documents, and provided that the employer did not knowingly and willfully accept false documents from the employee.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) Any candidate for employment referred by the Mississippi Department of Employment Security, if the Mississippi Department of Employment Security has verified the social security number and provides for verification of the candidate's lawful presence in the United States in an employment-authorized immigration status; or

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

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

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

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

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

EXAMPLE OF E-VERIFY AND MISSISSIPPI FIRST ACT CERTIFICATION LETTER

Date _____

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

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

Project Name _____
Project Number _____

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

If awarded a contract for this project, we certify that we will comply with the provisions of the
Mississippi First Act (Miss. Code Annotated §31-5-37).

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

Our company understands if compliance with the above-mentioned Acts are not followed
consequences may occur as contemplated in those Acts.

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

Sincerely,

President of Company

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

SUBCONTRACTOR LISTING FORM (v.10.22.2020)

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	On Site during this period (Y/N)

COMPLETED BY: _____ **DATE:** _____

ATTACHMENT F: CONTRACT TERMS AND GENERAL CONDITIONS

The following terms and conditions shall be incorporated in any final contract and/or purchase order (Agreement) resulting from a BID except as such terms and conditions are otherwise expressly specified in any such contract and/or purchase order.

1. **Scope of Work:** CONTRACTOR agrees to complete improvements and renovations to the Mississippi Coast Coliseum Ice Plant described in Attachment B, Specifications in accordance with the specifications set for therein. In addition, CONTRACTOR shall be responsible for the work specified and outlined in the BID documents, this document, drawings, and specifications.
2. **Quality Assurance:**
 - A. **Qualifications Statement:** Ice Plant Contractor shall include in their BID:
 1. Statement of assurance showing evidence of Ice Plant Contractors' ability to construct the project, if needed, and to support the Owner's system with service, engineering.
 2. Statement of assurance showing evidence of the Ice Plant Contractor's prior experience with projects of similar size and scope. Evidence of prior experience and related references must be provided with each bid. Each bidder shall have a local or regional technician to efficiently provide service for the Ice Plant system.
3. **Product Substitutions:** Trade names, brand names, and/or manufacturer's information used in these specifications are for the purpose of establishing quality, unless otherwise noted. Bids on products of other qualified manufacturers are acceptable, provided they are demonstrated as equal to those specified in construction, design, and suitability. Please bid as specified or an approved equal.
4. **Acceptance and Inspection of Products:** The COMMISSION shall have a reasonable time (but no less than thirty (30) days) after receipt and, if applicable, installation to inspect and test the improvements provided under this agreement and reject any or all items that are nonconforming or defective. Improvements rejected or supplies in excess of quantities ordered may be returned to CONTRACTOR at CONTRACTOR'S expense. Any acceptance by the COMMISSION shall not be deemed a waiver or settlement of any defect or nonconformity in the products or any support services.
5. **Guarantee and Warranty Requirements:** CONTRACTOR shall guarantee all products and installation against any defect in workmanship and/or materials. Full manufacturer's warranty for labor and materials for all equipment proposed, and a comprehensive list of all authorized service centers must be provided by CONTRACTOR. List to include the company name, location, and telephone number.
6. **Preparation of Invoices:** Invoices will be prepared in accordance with CONTRACTOR standard invoicing practices and will be submitted to OWNER by CONTRACTOR.
7. **Termination:** The COMMISSION may terminate this Agreement in whole or in part for its sole convenience upon thirty (30) days prior notice. Upon notice of such termination, CONTRACTOR shall immediately stop all work including shipment of the products and cause its CONTRACTORS and/or SUB-CONTRACTORS to cease their work related to this Agreement. CONTRACTOR shall be paid for products or support services

satisfactorily provided or performed after receipt of notice of termination, or for costs incurred by CONTRACTOR or SUB-CONTRACTORS which reasonably could have been avoided.

- The COMMISSION may terminate the Agreement in whole or in part for cause upon seven (7) days written notice if CONTRACTOR fails to comply with any material term or condition. Late delivery of products or support services or delivery of products or services that are defective or do not conform to the COMMISSION'S specifications shall, without limitation, be causes allowing the COMMISSION to terminate for cause. In this event, the COMMISSION will not be liable for any amounts; but CONTRACTOR shall be liable to the COMMISSION for all losses, damages, and expenses, including without limitation, the excess costs of re-procuring similar products or services; shipping charges for any items the COMMISSION may at its option return to CONTRACTOR, including items already delivered, but is no longer able to use for the intended purpose because of CONTRACTOR'S default; and amounts paid by the COMMISSION for any items the COMMISSION has received but returns to CONTRACTOR. If a determination is made that the COMMISSION improperly terminated the Agreement for cause, then the termination shall be deemed to have been for the COMMISSION'S convenience.

8. **Liquidated Damages.** Unless otherwise provided in writing, CONTRACTOR agrees to complete all improvements within calendar days specified in the Notice to Proceed (**ATTACHMENT H**). Failure of the CONTRACTOR to complete the work within the time allowed will result in damages being sustained by the COMMISSION. Unless otherwise provided herein, the CONTRACTOR will pay to COMMISSION liquidated damages of \$500 for each calendar day of delay in finishing the work in excess of the time specified for completion, which said sums, COMMISSION shall have the right to deduct from any monies in its hands, otherwise due, or to come due, to said CONTRACTOR or to sue for and recover compensation or damages for nonperformance of this Contract at the time stipulated and provided for. CONTRACTOR will provide a timeline for contract time in calendar days for delivery and for installation.
9. **Payment Procedures.** All payments due from COMMISSION to CONTRACTOR shall be made in accordance with Section 31-7-305 of the Mississippi Code which provide for payments by all public bodies of the state. Performance-Based Payments will be in accordance with the Scope of Work. Performance-Base Payments in increments, will be permissible by the COMMISSION.

50% Materials shipped, upon on-site delivery

50% Completion of work:

10. **Payments Upon Termination:** In the event of termination by OWNER for convenience or by CONTRACTOR for cause, CONTRACTOR, in addition to invoicing for those items identified in *Preparation of Invoices* section above, shall be entitled to invoice OWNER and shall be paid a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel or related close-out costs.
11. **Disputes, Governing Law, Construction and Venue.** The Contract shall be governed by and construed under the laws of the State of Mississippi. Any claims, demands or actions asserted against the COMMISSION or the CONTRACTOR shall be brought in

the state courts of the Second Judicial District of Harrison County, Mississippi. CONTRACTOR consents to the jurisdiction of such courts.

12. **Changes.** (1) Contract Modification. By a written order, at any time, COMMISSION may, subject to all appropriate adjustments, make changes within general scope of the contract in any one or more of the following: (a) drawings, designs or specifications, if the product to be furnished is to be specially manufactured for the COMMISSION in accordance therewith; (b) description of services to be performed; or (c) times of performance. (2) Adjustments in price or time of performance. If any such change increases or decreases the CONTRACTOR'S costs of, or the time required for performance of any part of the work under the contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or the both, and the contract modified in writing accordingly. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the contract as changed, provided that the COMMISSION promptly and duly makes such provisional adjustments in payment on time for performance as may be reasonable. By proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion. (3) Time Period for Claim. Within 30 days after receipt of a written contract modification, the CONTRACTOR shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar the CONTRACTOR'S claim unless the COMMISSION is prejudiced by the delay in notification. (4) Claim Barred After Final Payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if notice is not given prior to final payment under the Contract.
13. **Federal, State and Local Laws:** CONTRACTOR shall, in the performance of work or services on this job, fully comply with all applicable federal, state or local laws, rules, regulations and ordinances, and shall hold COMMISSION harmless from any liability from failure of such compliance.
14. **Governmental Approvals:** CONTRACTOR shall obtain all permits, certificates of inspection and any and all governmental approvals relating to his/her work and shall pay all charges connected therewith.
15. **Bonding Requirements:** Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND, PERFORMANCE BOND and CERTIFICATES OF INSURANCE have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.
- A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent of the CONTRACT PRICE, with a corporate surety listed on the Treasury Department's most current list (Circular 570 as amended), approved by the OWNER, will be required for the faithful performance of the contract.
 - Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

- The party to whom the contract is awarded will be required to execute the Agreement and obtain and submit the PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute and submit the Agreement, the PERFORMANCE BOND, the PAYMENT BOND and CERTIFICATES OF INSURANCE the OWNER may at his option determine the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

16. **Insurance for Services:** If this Contract involves services, and unless otherwise approved by the COMMISSION in writing, CONTRACTOR shall, at its sole cost and expense, procure and maintain, in full force and effect, the types and minimum limits of insurance specified in **Attachment D**, covering its performance of the services provided hereunder by CONTRACTOR, its agents, representatives, employees or SUB-CONTRACTOR. CONTRACTOR shall procure such insurance from duly licensed or approved non-admitted insurers in the State of Mississippi with an "A.M. Best" rating of not less than A-VII or otherwise acceptable to the COMMISSION.
17. **Indemnity:** To the extent permitted by Mississippi law, each party shall defend, indemnify and hold harmless the other party, its board members, officers, employees, and agents from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees, which may arise out of the indemnifying party's acts or omissions under this Agreement for which the indemnifying party would be liable in law or equity.
 - The indemnifying party shall keep the other reasonably apprised of the continuing status of the claim, including any proceedings resulting from it, and shall permit the other party, at its expense, to participate in the defense or settlement of the claim. When a claim is resolved by the indemnifying party's payment of money, it shall have final authority regarding defense and settlement. When a claim resolution requires equitable relief against the non-indemnifying party or the indemnifying party has not or will not pay the money required for resolution, the parties shall cooperate regarding defense and settlement.
18. **Removal of Supplier Personnel:** All CONTRACTOR Personnel shall have a background appropriate for the location and the type of work to be performed by the individual, including without limitation any disqualifying criminal background. If the COMMISSION becomes aware that the CONTRACTOR or any CONTRACTOR employee or agent (collectively "CONTRACTOR Personnel") (a) does not have the background appropriate for the location and type of work to be performed by the individual, or (b) repeatedly fails, in the COMMISSION'S sole discretion, to perform in a competent manner, the CONTRACTOR Personnel shall no longer be acceptable to the COMMISSION. Under either circumstance, after the COMMISSION notifies CONTRACTOR in writing citing the grounds and specific supporting facts, CONTRACTOR shall no longer schedule the CONTRACTOR Personnel to provide or support services for the COMMISSION under this Agreement or any other Agreement with the COMMISSION. The COMMISSION, in its sole discretion, may modify this

prohibition upon presentation in writing by CONTRACTOR of adequate reasons and facts for modifying the prohibition.

- If CONTRACTOR learns during the term of this Agreement of any lapse in qualifications of any of the CONTRACTOR Personnel to meet the warranted qualifications it must immediately remove the affected personnel whose qualifications have lapsed and inform the COMMISSION of the date when the affected personnel was no longer qualified to provide the services being performed by them.

19. **Assurance:** If at any time the COMMISSION in good faith determines that it is insecure with respect to CONTRACTOR'S ability or intent to fully perform, then CONTRACTOR agrees to provide the COMMISSION with written assurance fully satisfactory to the COMMISSION, in the COMMISSION'S sole discretion, of CONTRACTOR'S ability and intent to fully perform. The assurance shall be provided within the time and in the manner specified by the COMMISSION. CONTRACTOR immediately shall notify the COMMISSION of any circumstances that may cause CONTRACTOR to fail to fully perform. Upon the COMMISSION'S good faith determination that CONTRACTOR cannot or will not perform, then the COMMISSION may deem this Agreement to be breached by CONTRACTOR and may re-procure from other sources.
20. **Use of Premises or COMMISSION Property:** CONTRACTOR shall neither use nor allow CONTRACTOR Personnel to use any part of the COMMISSION premises or property for any purpose other than the delivery, installation, testing, training and maintaining of the products as may be required under this Agreement.
21. **Independent CONTRACTOR Status of Parties:** It is expressly understood that CONTRACTOR is an independent CONTRACTOR and not the agent, partner, or employee of the COMMISSION. CONTRACTOR and CONTRACTOR Personnel are not employees of the COMMISSION and are not entitled to tax withholding, Worker's Compensation, unemployment compensation, or any employee benefits, statutory or otherwise. CONTRACTOR shall not have any authority to enter into any contract or agreement to bind the COMMISSION and shall not represent to anyone that CONTRACTOR has such authority.
22. **Assignment:** CONTRACTOR may not subcontract, assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the COMMISSION.
23. **Installation:** When CONTRACTOR is obligated to install, assemble, set up and/or configure a product as part of the product purchase ("Basic Installation"), the CONTRACTOR shall perform that work with the skill of an expert regularly performing the applicable work. Where installation requires demolition or construction of walls, doors or windows, earthmoving by use of mechanized equipment, required use of heavy equipment to place and/or prepare the product installation site, or other non-trivial alterations or additions to buildings or grounds, the Equipment Installation Construction Rider is applicable.
24. **Notice:** Any notice to either party must be in writing. Service upon COMMISSION shall be addressed to Executive Director, Mississippi Coast Coliseum COMMISSION, 2350

Beach Blvd., Biloxi, MS. Service upon the CONTRACTOR shall be served to the address indicated on the COMMISSION Contract, as applicable, for CONTRACTOR (or to such other address as may be later designated by written notice). Notice shall be by personal delivery, recognized overnight courier service, or by the United States mail, first-class, certified or registered, postage prepaid, return receipt requested. All such notices shall be effective when received, but in no event later than three (3) days after being placed in the hands of the United States Post Office or private courier service.

25. **Entire Agreement, Amendment:** This Agreement constitutes the entire understanding between the parties with respect to the subject matter and may not be amended except by an amendment or change order signed by CONTRACTOR and the COMMISSION'S Executive Director.
26. **Severability:** The terms of this Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
27. **Headings:** The paragraph headings in this Agreement are inserted for convenience only and shall not be construed to limit or modify the scope of any provision of this Agreement.
28. **Waiver:** No delay or omission by either party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.
29. **Survivability:** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, warranty and choice of law and venue.
30. **Execution:** This Agreement may be executed in duplicate, each of which when executed and delivered shall be an original. The parties acknowledge and agree that this Agreement has been mutually discussed, negotiated, and drafted by the parties.
31. **No Third-Party Rights:** Nothing in this Agreement shall be construed as creating or giving rise to any rights in third parties or persons other than the named parties to this Agreement.
32. **Force Majeure:** If COMMISSION or the CONTRACTOR is unable to perform any part of its obligations under this contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any other cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
33. **CONTRACTOR Damage to COMMISSION Property:** Without regard to any other section of the Agreement, CONTRACTOR shall be responsible for the costs to return to "as was" condition from any damage caused to the building, grounds, or other equipment and furnishings caused in whole or in part by CONTRACTOR Personnel while

performing activities arising under this Agreement. CONTRACTOR shall immediately report in writing the occurrence of any damage to the Building/Project Manager.

34. **CONTRACTOR Clean Up:** CONTRACTOR will remove all packing materials and rubbish from COMMISSION premises associated with CONTRACTOR'S delivery and installation of the product.

ATTACHMENT G: NOTICE OF AWARD

Notice of Award

To:

Project: **MISSISSIPPI COAST COLISEUM IMPROVEMENTS - ICE PLANT**

The Mississippi Coast Coliseum COMMISSION has considered the BID submitted by (Contractor) for the Project described above. You are hereby notified that your BID in the Contract amount of \$_____ has been accepted. Please return an acknowledged copy of this Notice of Award to the Mississippi Coast Coliseum COMMISSION.

Dated: _____

MISSISSIPPI COAST COLISEUM COMMISSION

BY: _____

Name: MATT MCDONNELL

Title: Executive Director

Date of Receipt: _____

CONTRACTOR

BY: _____

Name:

Title:

ATTACHMENT H: NOTICE TO PROCEED

Notice to Proceed

To:

Project: **MISSISSIPPI COAST COLISEUM IMPROVEMENTS - ICE PLANT**

In accordance with the BID documents, you are directed to commence work on the project on _____. Your original signed BID offer along with the Mississippi Coast Coliseum's General Terms and Conditions applicable to contracts will become the terms of Contractual Agreement, agreeing to the performance of all conditions set forth in the solicitation. As stated in the BID documents, completion of all work is scheduled to be completed within ____calendar days.

Dated: _____

MISSISSIPPI COAST COLISEUM COMMISSION

BY: _____

Name: MATT MCDONNELL

Title: Executive Director

Date of Receipt: _____

CONTRACTOR

BY: _____

Name:

Title:

ATTACHMENT I: BID FORM

BID FORM

Proposal of _____ (hereinafter called "BIDDER"), doing business as _____. [*Insert "a corporation", "a partnership", or "an individual" as applicable. If a corporation, indicate state of incorporation] to the Mississippi Coast Coliseum & Convention Center, (herein called the "Owner"):

In compliance with your Invitation for BID, BIDDER hereby proposes to perform all Work for the Work of Improvement known as:

MISSISSIPPI COAST COLISEUM IMPROVEMENTS - ICE PLANT MISSISSIPPI COAST COLISEUM & CONVENTION CENTER BILOXI, MISSISSIPPI

All appurtenant Work, including the purchase of materials required to complete the Work, shall be completed in strict accordance with the Contract/Purchase Order Agreement Documents within the time set forth therein and at the lump sum price stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his/her own organizations, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence Work of Improvement under this Contract on the date specified in the Notice to Proceed.

BIDDER acknowledges receipt of the following Addenda: (If none, so state)

Addendum No. _____ dated _____

Addendum No. _____ dated _____

Addendum No. _____ dated _____

The Sub-Contractor Listing Form must be included with this BID Form.

BIDDER agrees to perform all the work described in the Contract/Purchase Order Agreement Documents for the lump sum price.

BIDS must be valid for 90 days after BID opening.

AMOUNT OF LUMP SUM BID: \$ _____

(IN WORDS)

Ad Alternate 1: _____

Ad Alternate 2: _____

AWARD OF CONTRACT/Purchase Order

It is the intent of the Owner to award all of the work indicated by the Request for BIDS Information Packet.

LUMP SUM PROPOSAL FURNISH ALL WORK INDICATED IN THE SCOPE OF WORK

BIDS shall include sales tax and all other applicable taxes and fees. All blanks shall be filled in. A firm fixed price award will be made to only one BIDDER based upon the lowest, responsive, and responsible Base BID of this BID Form.

I/We agree to furnish all labor, equipment, and materials and to perform all the Work required for the project in accordance with the Contract/ Purchase Order Agreement Documents and at the prices stated in the preceding BID Schedule.

Respectfully submitted,

Contracting Officer's Representative:

Name of Company

Signature

Signature

Name (Printed)

Name (Printed)

Title

Title

Address

Certificate of Responsibility No. _____

DUNS No. _____

(SEAL – If BID is by a Corporation)

ATTEST:

Signature

Title