

# **REQUEST FOR QUALIFICATIONS**

RFQ Number: **RFx3140002594/MDEQ-RFQ03042021**

To Provide: **Professional Engineering Services to Support  
MDEQ**

Issue Date: **Thursday, March 4, 2021**

## **CLOSING LOCATION**

Mississippi Department of Environmental Quality

515 East Amite Street

Jackson, MS 39201

## **REQUEST FOR QUALIFICATIONS COORDINATOR**

Aveleka Moore, Contracts Division Director

E-mail: [amoore@mdeq.ms.gov](mailto:amoore@mdeq.ms.gov)

## **CLOSING DATE AND TIME**

Qualifications must be received by 9:00 a.m., Wednesday, April 21, 2021

## **SECTION 1**

### **1.1 Qualifications Acceptance Period**

Offerors should submit one (1) signed original Statement of Qualifications (“SOQ”), along with one (1) digital copy in Portable Document Format (“PDF”) on a Universal Serial Bus (“USB”) flash drive with all attachments. The signed original SOQ and USB flash drive should be submitted in a sealed envelope or package as stated below no later than the time and date specified in Section 1.1.1 for submission deadline of Statement of Qualifications. Timely submission is the responsibility of the Offeror. SOQs received after the specified time shall be rejected and maintained in the procurement file. The envelope or package shall be labeled with the RFQ Number: RFx3140002594/MDEQ-RFQ03042021. The time and date of receipt shall be indicated on the envelope or package by MDEQ. Modifications or additions to any portion of the procurement document may be cause for rejection of the Statement of Qualifications. MDEQ reserves the right to decide, on a case-by-case basis, whether to reject a Statement of Qualifications with modifications or additions as non-responsive. As a precondition to Statement of Qualifications acceptance, MDEQ may request the Offeror to withdraw or modify those portions of the Statement of Qualifications deemed nonresponsive that do not affect quality, quantity, or delivery of the service.

Submissions must be clearly marked with the following information on the **outside** of the package:

**Mississippi Department of Environmental Quality**  
**SEALED QUALIFICATIONS: RFx3140002594/MDEQ-RFQ03042021**  
**Attention: Aveleka Moore**  
**515 East Amite Street**  
**Jackson, Mississippi 39201**

The Mississippi Department of Environmental Quality (“MDEQ”) will receive SOQs from Offerors having specific experience and qualifications in the area(s) identified in this solicitation. For consideration, SOQs for the project must contain evidence of the Offeror’s experience and abilities in the specified area(s) and other disciplines directly related to the proposed service. Other information required by MDEQ is included herein. Unless otherwise stated, all Offerors shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the Offeror’s expertise in the area(s) of this solicitation.

The SOQ shall be specific and sufficiently detailed to satisfy the requirements set forth in this solicitation. MDEQ will make award to the Offeror(s) whose statements, in the opinion of MDEQ, best conforms to this solicitation and is most advantageous to the State of Mississippi and MDEQ.

#### **1.1.1. Timeline**

**All Times and deadlines provided in this Request for Qualifications (“RFQ”) are in Central Standard Time (“CST”).**

- RFQ Issue Date: Thursday, March 4, 2021**
- Questions to MDEQ Deadline: Wednesday, March 24, 2021 at 8:30 a.m.**
- Anticipated Response of Answers to Questions: Wednesday, March 31, 2021**
- SOQ Package Submission Deadline: Wednesday, April 21, 2021 at 9:00 a.m.**
- SOQ Package Opening: Wednesday, April 21, 2021 at 10:00 a.m.**
- Anticipated Notice of Intent to Award: Tuesday, May 25, 2021 4:00 p.m.**
- Anticipated Post-Award Debriefing Request Date: Friday, May 28, 2021 at 4:00 p.m.**
- Post-Award Debriefing Held by Date: Thursday, June 3, 2021**

### **1.1.2 Late Submissions**

A Statement of Qualifications received at the place designated in the solicitation for receipt of Statement of Qualifications after the exact time specified for receipt will not be considered unless it is the only Statement of Qualifications received, or it is received before award is made and was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) calendar day before the date specified for receipt of Statement of Qualifications. Where applicable, MDEQ will determine whether the late receipt was due solely to mishandling by MDEQ after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late Statement of Qualifications is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Offerors should request postal clerks to place a hand cancellation postmark (often called a bull's eye) on both the receipt and the envelope or wrapper.

The only acceptable evidence to establish the time of receipt at the office identified for opening of Statements of Qualifications is the time and date stamp of that office on the Statement of Qualifications wrapper or other documentary evidence of receipt used by that office.

## **1.2 Expenses Incurred in Preparing Statement of Qualifications**

MDEQ accepts no responsibility for any expense incurred by the Offeror in the preparation and presentation of a SOQ. Such expenses shall be borne exclusively by the Offeror.

## **1.3 Propriety Information**

The Offeror should mark any and all pages of the SOQ considered to be proprietary information which may remain confidential in accordance with Mississippi Code Annotated §§ 25-61-9 and 79-23-1 (1972, as amended). Any pages not marked accordingly will be subject to review by the general public after award of the contract. Requests to review the proprietary information will be handled in accordance with applicable legal procedures.

## **1.4 Registration with Mississippi Secretary of State**

By submitting a SOQ, the Offeror certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State or, if not already registered, that it will do so within seven (7) business days of being offered an award. Sole proprietors are not required to register with the Mississippi Secretary of State.

## **1.5 Debarment**

By submitting a SOQ, the Offeror certifies that it is not currently debarred from submitting Statements of Qualifications for contracts issued by any political subdivision or agency of the State of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting SOQ for contracts issued by any political subdivision or agency of the State of Mississippi.

## **1.6 Competitive Qualifications**

Discussions may be conducted with Offerors who submit qualifications determined to be reasonably susceptible of being selected for award. Likewise, MDEQ also reserves the right to accept any SOQ as submitted for contract award, without substantive negotiation of proposed terms or services. For these reasons, all parties are advised to propose their most favorable terms initially.

## **1.7 Additional Information**

Questions about this procurement document must be submitted in writing MDEQ to Aveleka Moore at amoore@mdeq.ms.gov. Offerors are cautioned that any statements made by contact persons that cause a material change to any portion of the procurement document shall not be relied upon unless subsequently ratified by a formal written amendment to the procurement document. All questions and requests for clarifications must be submitted by the deadline specified in Section 1.1.1 and made in writing. The person submitting the question or request for clarification is responsible for its timely delivery. All questions, request for clarifications, and answers received by the deadline shall be published as an amendment on the agency website and onto the Mississippi Contract/Procurement Opportunity Search Portal in a manner that all will be able to view by the deadline specified in Section 1.1.1 of this RFQ.

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the SOQ. The amendment must be received by MDEQ by the time and at the place specified for receipt of Statements of Qualifications. The amendment(s) does not count in the page limit as specified in Section 4.1, Submission Format, of this RFQ.

## **1.8 Type of Contract**

Compensation for services will be in the form of an Indefinite Quantity contract.

## **1.9 Written Statement of Qualifications**

All Statements of Qualifications shall be in writing.

# **SECTION 2**

## **2.1 Compensation for Services**

Compensation for services under this RFQ will be negotiated with the selected Offeror(s). Selected Offeror(s) shall provide to MDEQ the services in this RFQ set out in one or more Work Orders to be issued by MDEQ and accepted by Contractor (each, a "Work Order"). Each Work Order shall provide a scope of work, specifications, deliverables, schedule and budget. Work Orders shall be deemed issued and accepted only if signed by an authorized representative of Contractor and the Executive Director of MDEQ, or his designee. There is no guaranteed amount of work under this RFQ and any resulting contract. **A rate sheet should not be submitted as part of the SOQ.**

## **2.2 Purpose**

MDEQ hereby solicits written Statements of Qualifications, subject to the conditions stated herein and attached hereto, from qualified organizations, companies or individuals licensed in the State of Mississippi ("Offeror") to provide professional engineering services to support programmatic needs for MDEQ on an as needed basis.

MDEQ is seeking one or more contractors to perform the respective Task Areas listed in this Section 2 of the RFQ. Any Offeror(s) who meets the requirements of the selection process of this Request for Qualifications for the corresponding respective Task Areas described in Section 2.3.2, will be selected as a qualified contractor to perform professional engineering services to support MDEQ. Being selected as a qualified contractor in no way guarantees that such Offeror(s) will be selected to perform a specified amount of work under this RFQ and any resulting contract.

## 2.3 Scope of Services

### 2.3.1 Background

MDEQ is seeking engineering services from qualified organizations to assist MDEQ in tasks identified in Section 2.3.2 below, which assist MDEQ in performance of its statutory duties of conserving, managing, developing and protecting the natural resources (water, air, and land resources) of the State of Mississippi.

MDEQ performs this responsibility by managing and overseeing programs regulating the protection of the state's water, air, and land resources. MDEQ administers such programs through various Offices of the agency, which includes the Office of Geology, the Office of Land and Water Resources and the Office of Pollution Control. The Mississippi Department of Environmental Quality Regulations may be found in Title 11 of the State of Mississippi Administrative Code.

### 2.3.2 Task Areas

The purpose of any resulting contract(s) under this RFQ is to provide professional engineering and technical support services in the following Task Areas in order to assist MDEQ in performing its responsibilities.

The Offeror shall indicate which Task Area(s) their SOQ addresses by completing the Offeror Information Sheet, attached hereto as Attachment A. The Offeror shall provide a "Task Area Qualifications of Offeror" Section in their SOQ for **each individual Task Area** they are proposing to perform in accordance with Section 4.2 of this RFQ. This is in addition to providing a "Qualifications of the Offeror" Section that is further described in Section 4.2 of this RFQ. **The Offeror is not required to address all Task Areas in their SOQ.** SOQs will be evaluated in accordance with Section 4.6, Evaluation Procedure and Factors to be Considered in the Evaluation Process.

#### 1. Water Quality Modeling

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide professional water modeling (streams, watersheds, estuaries, lakes, etc.) to support MDEQ programmatic needs (e.g., effluent guidelines; water quality criteria development; use-attainability analyses; and wet-weather issues such as combined sewer overflows, storm sewers, or nonpoint source pollutant loadings from agricultural and urban lands), analyses of mixing zones, and analyses of complex Total Maximum Daily Loads ("TMDL");
- Provide support for quick response TMDLs such as those (potentially) related to court cases;
- Provide information to MDEQ on appropriate model(s) for use in given situations (due to a wide variety of load estimation, mixing zone, and other water quality simulation models available for use in MDEQ investigations);
- Prepare descriptions of models, their uses and limitations with respect to complexity, data needs, sources of available data, and how to generate missing but necessary data from field monitoring;

- Obtain data, run the model, interpret the results, and prepare report(s) or other final products based on its findings and as required by MDEQ subsequent to Project Officer selection of the appropriate model;
- Improve the utility of models through the development of better user interfaces. More sophisticated models are preferable to screening level models, however, the generally minimal user interfaces for these models often results in excessive reliance on screening level models;
- Design user interfaces for existing models to facilitate their use and usability by MDEQ Staff. Where possible, the implementation will also provide appropriate environmental data that can be routinely used by the model. Many of these models will be implemented through the Better Assessment Science Integrating Point and Nonpoint Sources (“BASINS”) application;
- Provide sufficient information on models to enable MDEQ to determine their appropriate use in given situations. The Offeror shall have sufficient modeling expertise to enable it to provide descriptions of various models, discuss their attributes and limitations, data requirements, availability of required input data;
- Provide a detailed description of the methodology, assumptions, and rationale used in their conclusions. Different models shall be necessary in different situations (e.g., urban, non-urban, municipal, agriculture, forestry, mining, highway construction, and hydro-modification);
- Compile data in formats suitable for routine use by the models MDEQ selects. In some instances, the Offeror may be required to obtain data from other agencies or organizations to support a specific work effort. Formats may include models to simulate hydrology, water quality, material transport overland surfaces (with scales ranging from single fields to watersheds), multimedia transport, and biological responses to chemicals and other stressors;
- Package databases (such as elevation, soil type, vegetation cover, facility location, and chemical release data) for distributed use (as input data to sophisticated fate and transport models) using such mechanisms as predefined electronic data deliverable formats and integration of information available from the online resources;
- Develop data as required for field validation and calibration of models and for modeling analyses;
- Develop specific applications using appropriate Geographic Information Systems (“GIS”) technologies for activities such as environmental assessments, regulatory options selection, and detailed modeling of nonpoint source loadings to receiving water bodies. This may include exploring the utility of remote sensing data, at various scales, for evaluation of the health or the degree of degradation of aquatic ecosystems;
- Provide training for MDEQ staff and other State personnel relative to all statement of work activities, including performing TMDL calculations for watersheds. Training needs will vary depending on the complexity of the models and related data needs;
- Provide training course instructors who are thoroughly acquainted with the various models and related computer operations; and

- Perform other related tasks as directed by MDEQ.

## 2. Water Quality Monitoring, Sampling, and Laboratory Analyses

Under this Task, activities include, but are not limited to, the following:

- Perform all aspects of technical data gathering in the field and appropriate chemical and biological analysis work in the laboratory. Such work consists of surface water sampling involving the collection of water column, benthic, sediment, and/or biological samples and the collection of supporting hydraulic and meteorological data. Offeror shall follow appropriate Quality Assurance/Quality Control (“QA/QC”) requirements, prepare Quality Assurance Project Plans (“QAPP”) and use approved Environmental Protection Agency (“EPA”) procedures and protocols;
- Design water quality sampling programs for surveys that assess the environmental impacts of pollution in freshwater and/or marine-estuarine systems. This work may involve dry-weather or wet-weather (storm event) monitoring and may be of short-term (days, weeks) or long-term (months, years) duration;
- Provide technical support to implement water quality sampling programs and surveys in support of MDEQ programs such as TMDL development, Nutrient Criteria Development, Waste Load Allocation development, Beach Monitoring, Statewide Ambient Monitoring, Watershed Assessment and Improvement, Water Quality Criteria Development, and Best Management Practice Evaluation;
- Conduct physical, chemical, bacteriological, toxicological, and biological analyses of samples (water, tissue, and sediment) obtained during field studies of the environment. Biological analyses include bioassays, identification of benthic organisms and fish, and fish histopathological studies;
- Calculate scores using previously defined equations and benthic organism data to determine the Mississippi Benthic Index of Stream Quality (“M-BISQ”) score for sampled streams. The M-BISQ program samples wadeable streams each winter;
- Report the results of each M-BISQ equation and the overall M-BISQ score for each stream in a timely manner;
- Design, fabricate, and test specialized (often one-of-a kind) hardware needed during water and biota sampling and analysis tasks;
- Conduct hydraulic and meteorological measurements including stream velocity/flow determinations, stage/discharge relationships, bathymetric profiles, stream slope determinations and recording of rainfall and climatological conditions; and
- Perform other related tasks as directed by MDEQ.

### 3. Nonpoint Source and Watershed Management

MDEQ has an established Nonpoint Source Management Program supported by the Mississippi Basin Management Approach to maintain and improve water resources.

The overall goal of the program is to mitigate the impacts of nonpoint source pollution. This is done by developing effective and consistent long-range management strategies and projects that protect the quality and intended uses of Mississippi's water resources, reduces the impacts from nonpoint source pollution, and allows for environmentally sound economic planning and development. Mississippi's Basin Management Approach is a process designed to address water quality planning and management from a comprehensive viewpoint. Fundamentally, this approach recognizes the interdependence of the various water quality management activities that routinely occur within a watershed, such as monitoring, assessment, problem identification, problem prioritization, planning, permitting, project implementation, water use and land use. Mississippi's Basin Management Approach focuses on the coordination of these activities and the integration of their associated information on a watershed scale within the nine major river basins of the state. The process will culminate in the development and implementation of individual watershed plans designed to better focus water quality protection and/or restoration efforts within the targeted watershed.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide technical support for all basin management strategies, plans, and training needs and support the implementation of Mississippi's Nonpoint Source Management program; and
- Perform other related tasks as directed by MDEQ.

### 4. Water Quality Standards

Water quality standards are regulations that are designed to protect the surface waters of the State. They contain a combination of narrative statements and numeric values that are adopted through administrative rule-making procedures. The standards set forth the water quality needed to protect the designated uses of the water, such as recreation, public water supply, shellfish harvesting, and the propagation and growth of aquatic life.

Under the Clean Water Act, every state must develop, adopt, and revise (as needed) water quality standards to protect, maintain and improve the quality of the nation's surface waters. The goal of the Clean Water Act is to "restore and maintain the chemical, physical and biological integrity of the Nation's waters". The interim goal is to have "water quality which provides for the protection and propagation of fish, shellfish and wildlife, and provides for recreation in and on the water", wherever attainable.

Water quality standards provide the water quality goals for the waters of the State. These standards apply to ambient waters. They do not apply directly to point source discharges; however these ambient standards form the basis of water quality based permit limitations that regulate the discharge of pollutants into surface waters under the National Pollutant Discharge Elimination System ("NPDES") permit program. The NPDES permit regulations are the implementation tools of the water quality standards. Water quality standards also



provide the basis for water quality assessments (under §305(b)) and establishing TMDLs. These standards do not apply directly to municipal drinking water supplies. Drinking water treatment and distribution is regulated by the Mississippi Department of Health, Water Supply Division.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide technical support to MDEQ's Water Quality Standards program including but not limited to criteria development, revisions to waterbody classifications or designated uses, and development of variances to water quality criteria;
- Provide engineering expertise to support MDEQ's Nutrient Technical Advisory Group and assist in coordinating related activities; and
- Perform other related tasks as directed by MDEQ.

#### 5. Water Quality Public Outreach

To maximize environmental improvement, the information MDEQ gathers must be conveyed to other state government agencies, to the regulated community, environmental organizations, and to the public.

Under this Task, activities include, but are not limited to the following:

- Organize water quality data into technical and management guidance documents that will assist the above groups in minimizing water pollution problems in the future;
- Provide MDEQ with the technical support needed to properly inform the public on this work and on technology available to improve the environment;
- Index and summarize public comments pertinent to the effort required under the scope of work, which may include but are not limited to subjects such as hydrology, water quality, material transport overland surfaces, multimedia transport, water quality criteria development/revision, and biological responses to chemicals and other stressors, as they relate to the efforts described herein. MDEQ will supply the Offeror with information such as public comments submitted in response to proposed rulemaking notices and notices of availability of new information, environmental assessments, and strategies concerning the above listed subjects;
- Prepare a comprehensive index and list with cross-references of all issues raised in public comments as well as all supporting data and information provided in public comments, based on information provided by MDEQ;
- Prepare draft technical responses to the comments, including all relevant citations to the record based on a thorough knowledge and understanding of the rulemaking record, as well as MDEQ's strategy for assessing and evaluating the issues;
- Translate technical data and conclusions into clear, concise documentation and will produce presentation aids that can be used to convey information to the general public, as well as to technical and management communities;

- Provide support in the preparation of technical guidance documents and reports for use by federal and other state agencies, and the public on programs related to air, land, and water management programs administered by MDEQ;
- Provide technical support in the preparation of technical and management guidance for implementing the environmental legislation applicable to the MDEQ mission;
- Prepare technical documentation and briefing packages including text, graphics, and visual aids to be used for briefings, hearings, etc;
- Provide technical and logistical support to the development, facilitation, and implementation of technical and management workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review;
- Provide technical writing and technical editing services for preparation of annual reports, documents needed to implement environment programs, and other status reports required during environmental studies;
- Prepare material as requested for any combination of target audiences including technical, managerial, and the general public; and
- Perform other related tasks as directed by MDEQ.

#### 6. Expert/Peer Review for Surface Water

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Provide peer review of documents or products developed by MDEQ. The Offeror is precluded from peer review of documents or products that they developed or assisted in developing. The number of reviewers required and their qualifications will be specified by the MDEQ Project Officer. These qualifications may be expected to vary with the technical nature of the product. The MDEQ Project Officer will concur on a list of potential peer-reviewers, from which the Offeror shall select the reviewers needed for the specific effort. It is the responsibility of the Offeror to ensure that all peer reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest including the submittal of Conflict of Interest certifications consistent with contract requirements;
- Submit written peer review comments, with all supporting materials such as additional references or suggested approaches, to the MDEQ Project Officer for MDEQ preparation of final review and recommendations to MDEQ authors. Review packages submitted by the Offeror to MDEQ shall include, at a minimum:

- Written general comments and specific changes or revisions required to improve clarity and scientific accuracy of documents or products;
- Any new data that might contribute the derivation of improved processes and procedures; and
- Other scientific and technical materials that may be pertinent; and
- Perform other related tasks as directed by MDEQ.

The Offeror shall be available to clarify the peer review comments and recommendations.

## 7. Environmental and Ecological Assessments

Support in this area takes the technical aspects of air, land, and water pollution and other environmental factors, and uses them to assess and predict the effects on the environment or plant and animal health. Studies such as the effects of pollution on the permanency of environmental impacts and assessment of ecological status and trends will be examined. MDEQ will review the information for technical soundness and adherence to EPA policy.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide technical support in the evaluation and synthesis of environmental monitoring data. This support may include statistical analysis/interpretation of data, graphical and tabular representation of the data, comparison of data to State Water Quality Standards, and evaluation of data in regards to the determination of water body designated use support;
- Prepare electronic and hardcopy reports summarizing environmental monitoring data;
- Examine the effects of pollutants introduced into the environment and relate those effects to the ecosystem;
- Conduct analyses of new and existing data to assess the existing and potential environmental impacts of pollution inputs or changes to water quality as a result of pollution mitigation strategies;
- Conduct analyses to assess the potential impacts of chemically contaminated sediments of living water resources;
- Predict the impacts and ecological risks of water pollution on living water resources;
- Provide technical support to assess the seasonal condition of waters along the public bathing beaches of the state of Mississippi;
- Provide technical support to determine and assess water quality status and trends in the State's ambient waters; development of numeric nutrient criteria; development and maintenance of biological indices; and development of other assessment tools as needed;
- Conduct watershed-wide analyses of potential cumulative impacts of multiple freshwater and marine/estuarine pollution sources;

- Analyze the effects of releases of hazardous materials to the environment and evaluate the potential economic impacts; and
- Perform other related tasks as directed by MDEQ.

#### 8. Environmental Data Flow, Management, and Mapping

Support for MDEQ environmental programs requires extensive knowledge of environmental water pollution regulations, understanding of the water quality assessment process, and familiarity with various on-site customized MDEQ data systems. MDEQ utilizes customized on-site data systems and servers to support environmental program needs. Knowledge of Geographic Information Systems and software, current applications developed and used by MDEQ to support environmental program needs, and use of data and information stored in on-site databases is critical for effective implementation of water programs, support of management decisions, and effective sharing of environmental information with the partners, and the public. Assistance with these functions requires a detailed understanding of MDEQ's business processes, organization, functional responsibilities, and on-site data systems. This support requires routine and ready access to key personnel and may require Tasks to be performed at MDEQ offices.

Environmental programs at MDEQ depend on having accurate data and information to support program management decisions. MDEQ uses a variety of on-site, customized data systems to support program needs. Some of these systems include the Environmental Surface Water Portal for Information Repository and Exchange ("enSPIRE"), Environmental Data Management System ("EDMS"), Laboratory Information management System ("LIMS"), and the Assessment Database ("ADB").

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide technical support needed to ensure data meet quality assurance protocols and are stored in on-site data systems for use by MDEQ staff;
- Support the development of characteristic codes within enSPIRE, support data migration needs, and ensure data meet quality assurance requirements;
- Develop customized queries and enhanced functionality in support of development of automated assessment tools;
- Develop needed metadata and reference table values/codes to support migration of data from LIMS to enSPIRE;
- Support the effective use of environmental data and provide needed mapping solutions for environmental programs, with knowledge and experience in delineating watersheds, performing watershed spatial analyses, determining stream slopes, catchment areas, and landuse/landcover evaluations in support of MDEQ program needs;
- Support the maintenance and enhancement of MDEQ's on-site customized Mississippi Watershed Characterization and Ranking Tool ("MWCRT");
- Provide technical support to maintain and update MDEQ's Beach Monitoring Program website. This website provides current and historical beach advisories and closures, the data used to determine advisories and closures, and interactive story maps to identify beach locations;

- Develop mapping tools and applications from environmental data and information maintained in on-site data systems in support of MDEQ program needs;
- Develop data layers and data services that can be consumed by MDEQ on-site GIS intranet and internet-based tools such as the Watershed Planning on-line map application and the MDEQ TMDL data mapper; and
- Perform other related tasks as directed by MDEQ.

#### 9. Environmental Air Modeling and Monitoring

MDEQ implements and oversees air quality monitoring for the State of Mississippi in accordance with the State Implementation Plan and is responsible for ensuring ambient concentrations of criteria pollutants and air toxics or hazardous air pollutants do not adversely affect human health and the environment. The Air Division, in coordination with the Environmental Permits Division (“EPD”), receives and reviews air quality analyses required by the PSD regulations in Title 11 of Mississippi Administrative Code Part 2, Chapter 5, as well as other air quality analyses conducted to demonstrate compliance with Part 2, Chapter 2 of the Mississippi Code. The Air Division may also conduct ambient monitoring of air toxics to determine any adverse environmental impacts resulting from stationary and/or mobile sources. In order to protect air quality and promote wise economic development, Air Division coordinates with EPD to review modeling conducted to demonstrate compliance with State and Federal regulations, corresponds with Applicants regarding the technical completeness of the air quality analyses, evaluates air quality impacts for compliance with State and Federal air regulations, proposes permit conditions required to ensure compliance with the regulations, and prepares air toxics monitoring quality assurance plans and procedures and reports.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of modeling protocols to determine compliance and appropriateness of the proposed models with those air quality models and relevant guidance approved and/or recommended by EPA and/or MDEQ;
- Provide consultation and review of air quality analyses, additional impact analyses, and visibility analyses performed for purposes of meeting the requirements of the Prevention of Significant Deterioration (“PSD”) regulations adopted in Title 11 of the Mississippi Administrative Code Part 2, Chapter 5, and performed in accordance with EPA’s Guideline on Air Quality Models in Appendix W of Chapter 40 of the Code of Federal Regulations (“CFR”) Part 51 and the most recent guidance approved by the Federal Land Managers;
- Develop defensible documentation of the adequacy or deficiency of an air quality analysis;
- Provide consultation and review of air quality analyses performed for air toxics (or hazardous air pollutants). Develop processes and procedures for conducting air quality analyses for purposes of determining acceptable ambient levels of toxic(or hazardous) air pollutants;

- Participate in meetings related to the preparation and review of air quality analyses conducted to meet obligations of State and Federal regulations;
- Determine location(s) for air toxics monitoring and prepare air toxics monitoring plans, conduct air toxics monitoring, and prepare reports of the monitoring results for selected locations;
- Participate in stakeholder engagement and community outreach;
- Develop internal or external guidance documents to assist with air quality analyses of criteria and/or toxic air pollutants;
- Assist MDEQ in developing, updating, and/or revising air quality modeling documents and resources used to conduct or evaluate air quality analyses;
- Provide technical and logistical support to the development, facilitation, and implementation of air quality analysis and air quality modeling and monitoring training, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of State air permitting regulations, Federal air regulations pertaining the air quality analyses (including EPA's Appendix W Guideline on Air Quality Models and related guidance), meteorological principles related to air quality modeling, air toxics monitoring methods and procedures, and analyses required by Federal Land Managers for Class I areas.

#### 10. Environmental Water Permitting

MDEQ implements and oversees the wastewater environmental permitting for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 6: Wastewater Pollution Control Regulations. MDEQ receives and reviews NPDES, Stormwater, Pretreatment, and State Operating applications for permitted activities. In order to protect water quality and promote wise economic development EPD corresponds with Applicants, evaluates water quality impacts, assesses technical merits, develops permits conditions/limits, engages stakeholders in public participation, and permits activities in accordance with state and federal law. Additionally, EPD reviews plans and specifications for treatment and abatement technologies. EPD provides support to the public, permittees, and internal stakeholders before, during, and after the permitting process.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of applications submitted for wastewater control permits;
- Provide defensible evaluations on projects based on applications, reports, or other submittals;

- Develop wastewater pollution control permits, certificates, or other approvals and supporting documents in accordance with wastewater pollution control regulations based on applications and information submitted to MDEQ;
- Update MDEQ data management systems and the MDEQ Database system (“enSITE”);
- Participate in stakeholder engagement and community outreach;
- Develop internal or external guidance documents to assist with permitting or assist with regulations development;
- Assist MDEQ in developing or revising application, forms, or electronic tools;
- Develop or offer training on wastewater permitting and wastewater engineering topics;
- Provide technical and logistical support to the development, facilitation, and implementation of wastewater permitting, wastewater engineering and management training, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of state wastewater permitting regulations, federal permitting regulation, engineer principles related to wastewater treatment, and MDEQ permitting process. Knowledge of MDEQ’s permitting software, enSITE, is also preferred, though not required. Additionally, the Offeror must have adequate staff including a licensed Professional Engineer registered in Mississippi.

#### 11. Environmental Air Permitting

MDEQ implements and oversees the air quality environmental permitting for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 2: Air Regulations. MDEQ receives and reviews applications for the following types of permits pertaining to the construction and/or operation of air emissions equipment: permits to construct Moderate Stationary Sources and Moderate Modifications, permits to construct Minor New Source Review (“NSR”) Sources, permits to construct Major PSD Sources and Major Modifications, State Operating Permits (including Synthetic Minor Operating Permits), and Title V Operating Permits. In order to protect air quality and promote wise economic development, EPD corresponds with Applicants regarding the administrative and technical completeness of applications, evaluates the applicability of State and Federal air regulations to processes and equipment at the facility, ensures adequate and thorough evaluation of potential air emissions from the facility, develops permits with required limits and conditions necessary to enforce such limits, engages stakeholders in public participation, and permits activities in accordance with State and Federal law.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of applications submitted for air permits;
- Provide defensible evaluations on projects based on applications, reports, or other submittals;

- Develop and draft air Title V permits and supporting documents in accordance with Air Regulations based on applications and information submitted to MDEQ;
- Develop and draft non-Title V permits and supporting documents in accordance with Air Regulations including Prevention of Significant Deterioration (“PSD”) preconstruction permits and State permits to construct and operate, based on applications and information submitted to MDEQ;
- Update MDEQ data management systems and the MDEQ Database system, enSITE;
- Participate in stakeholder engagement and community outreach;
- Develop internal or external guidance documents to assist with permitting or assist with regulations development;
- Develop or offer training on air permitting or air pollution engineering topics;
- Assist MDEQ in developing or revising application, forms, or other electronic tools for data submittal;
- Provide technical and logistical support to the development, facilitation, and implementation of air permitting and related air pollution control engineering and management training, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of State air permitting regulations, Federal air regulations (including relevant guidance), engineering principles related to air pollution emissions and controls, and MDEQ’s air permitting process. Knowledge of MDEQ’s permitting software, enSITE, is also preferred, though not required.

## 12. Water Quality Certifications and Assessments

MDEQ implements and oversees the Section 401 Water Quality Certification (“WQC”) Activities as detailed Title 11 of the Mississippi Code, Part 6, Chapter 1. MDEQ receives water quality certification requests for projects receiving a federal permit or license that may impact water quality. Contractors provide detailed evaluations of permit application documents that ensure proposed projects provide protection for aquatic resources including wetlands and streams, and that effective compensatory mitigation is provided for all impacts to aquatic function.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of water quality requests or proposals submitted for approval;
- Provide defensible evaluations on environmental assessments and other technical documents based on engineering and technical review;
- Develop certifications and supporting documents in accordance with WQC regulations, applications, project requests, or proposals and supplemental information submitted to MDEQ;



- Update MDEQ data management systems and the MDEQ Database system, enSITE;
- Participate in project meetings and stakeholder engagement and community outreach;
- Develop internal or external guidance documents to assist with WQC;
- Assist MDEQ in developing or revising application, forms, or electronic tools;
- Provide technical and logistical support to the development, facilitation, and implementation of Water Quality Certification technical and management trainings, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives; and
- Perform other related tasks as directed by MDEQ.

This support area task requires the Offeror to be knowledgeable of water quality standards, water quality sample techniques, field assessment techniques, state regulations (concerning the 401 program, Water of the State, and Waters of the US) and wastewater/stormwater permitting, wetland delineation and mitigation process, engineering practices concerning these areas. Additionally, the Offeror must have adequate staff including a licensed Professional Engineer registered in Mississippi.

### 13. Sanitary Sewer Expert Review

MDEQ implements and oversees the wastewater environmental permitting for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 6: Wastewater Pollution Control Regulations. MDEQ receives, reviews, and approves sanitary sewer plans and specifications. MDEQ reviews the submittals to ensure that the sewer design meets applicable standards and will not cause a human health or water quality issue. Initially, proposed plans and specification are reviewed prior to construction of the sewer system. After sanitary sewer systems have been constructed, MDEQ conducts a second review of the finalized ('as-built') plans. For these activities, MDEQ utilizes a data management system to track the status of sanitary sewer projects. Information and work for MDEQ is expected to be held confidential.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of sanitary sewer plans and specifications or wastewater treatment plans and specifications in accordance with engineering standards and state specific requirements;
- Provide defensible evaluations on technical documents based on engineering and technical experience;
- Develop comments and approvals for MDEQ Review;
- Update MDEQ data management systems and the MDEQ Database system, enSITE;
- Assist MDEQ in developing or revising application, forms, guidance, training or electronic tools; and

- Perform other related tasks as directed by MDEQ.

This support area task requires the Offeror to be knowledgeable of Mississippi wastewater permitting regulations and procedures, engineering standards for the design of sanitary sewer and alternative sanitary sewer systems, details of sewer construction process, engineering standards for the design of domestic wastewater treatment facility, Microsoft Office, and other software used in the evaluation of plans and specifications. Knowledge of MDEQ's permitting software, enSITE, is also preferred, though not required.

#### 14. Solid Waste Permitting and Other Authorizations

MDEQ implements and oversees the solid waste planning and permitting/authorization programs for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 4: Nonhazardous Waste Regulations. MDEQ receives and reviews local government solid waste plans, municipal and industrial solid waste landfill permit applications, rubbish disposal applications, and various additional solid waste and waste tire storage, transfer, disposal, processing, and transportation applications, requests for beneficial use determinations and requests for exemptions for certain types of disposal activities. MDEQ corresponds with local governments submitting long range solid waste plans, assesses the compliance for the plans with State law and the Commission's evaluation criteria and grants approval or conditional approval as the conditions dictate. MDEQ corresponds with permit applicants, evaluates applicable permitting criteria, assesses the technical merits, develops permit conditions and limits, engages stakeholders in public participation, and permits activities in accordance with state and federal law. MDEQ also corresponds with persons requesting exemptions from regulation for beneficial use of solid wastes and for certain limited disposal actions where regulations allow. In order to protect human health and the environment and promote wise economic development, MDEQ provides support to the local governments, the public, permit applicants, and internal stakeholders before, during, and after the permitting process. At times, MDEQ requires contractual support to assist with permitting task and support functions.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of applications or select portions of applications submitted for solid waste permits or for renewal of existing solid waste permits;
- Provide defensible evaluations on projects based on applications, other requests, reports, technical assessments, monitoring and waste analytical information, technical design documents and drawings or other related submittals;
- Conduct site visits and area review as needed to determine compliance of a proposed facility with applicable solid waste siting criteria to facilitate the permit application review;
- Develop and draft letters of deficiencies, solid waste planning documents, solid waste permits and other supporting documents, letters of review, authorization, etc. related to requests for exemptions in accordance with solid waste regulations based on plans, applications, requests, and information submitted to MDEQ;

- Update MDEQ data management systems and the MDEQ Database system, enSITE for assigned projects or as otherwise assigned by MDEQ work order;
- Conduct and/or Participate in stakeholder engagement and community outreach as required by State law and regulations;
- Develop internal or external guidance documents to assist with the review of solid waste plans, solid waste permit applications, requests for exemptions and beneficial use determinations and any other supporting document to help facility approval of various solid waste activities and/or facilities;
- Assist MDEQ in developing or revising application forms, technical planning and permitting guidance, monitoring report documents and forms, and electronic tools to accommodate efficient review, permitting, planning, reporting, and/or monitoring related to solid waste management activities;
- Assist as needed with activities to support MDEQ with the modeling, risk assessment, or surveying of permitted or unpermitted sites;
- Provide technical and logistical support related to the development, facilitation, and implementation of solid waste planning and, permitting programs as well as other related and other actions where MDEQ authorizes, approves or exempts solid waste management activities. This support shall include, but is not limited to, engineering, and management trainings, workshops, public briefings, tools, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of state and federal solid waste planning laws, regulations and procedures, solid waste management regulations, solid waste permit applications and guidance, the MDEQ permitting process and laws and regulations governing the process, beneficial use regulations and solid waste exemptions and policies or guidance on such exemptions, and MDEQ's permitting software, enSITE.

#### 15. Hazardous Waste and/or Underground Injection Control ("UIC") Well Permitting

The MDEQ implements and oversees the hazardous waste permitting program for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 3 Hazardous Waste Regulations, the Resource Conservation and Recovery Act ("RCRA"). MDEQ also implements and oversees the UIC well permitting program for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code, Part 2, Underground Injection Control Regulations. MDEQ receives and reviews applications for permits related to regulated hazardous waste management activity and underground injection control wells. MDEQ corresponds with Applicants, evaluates applicable

permitting and post closure criteria, assesses the technical merits, develops permit conditions and limits, engages stakeholders in public participation, and permits activities in accordance with state and federal law. In order to protect human health and the environment and promote wise economic development, MDEQ provides support to the public, permit applicants, and other internal and external stakeholders before, during, and after the permitting process. At times, MDEQ may need contractual support to assist with permitting task and support functions.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide thorough review of applications submitted for hazardous waste/UIC permits or for renewal of existing permits;
- Provide defensible evaluations on projects based on applications, reports, or other submittals;
- Conduct physical site visits and area review as needed to determine compliance with siting criteria for hazardous waste management and/or UIC facilities to facilitate the permit application review;
- Develop and draft letters of deficiency or other documents detailing the results of the review of the applications, draft hazardous waste permits, draft UIC well permits and supporting documents such as fact sheets, public notices, and other supporting documents in accordance with hazardous waste regulations, hazardous waste permitting process, based on review of applications and information submitted to MDEQ;
- Update MDEQ data management systems and the MDEQ Database system, enSITE;
- Conduct and/or participate in stakeholder engagement and community outreach as required by state law and regulations;
- Develop internal or external guidance documents to assist with the permitting process;
- Assist MDEQ in developing or revising application forms, guidance documents and electronic tools to support the permitting process;
- Assist as needed with activities to support MDEQ with the modeling, risk assessment, or surveying of permitted or unpermitted sites;
- Provide technical and logistical support to the development, facilitation, and implementation of hazardous waste UIC well permitting, engineering, and management trainings, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and

- Perform other related tasks as directed by MDEQ

This support Task Area requires the Offeror to be knowledgeable of state and federal hazardous waste management regulations, Underground Injection Control regulations the MDEQ hazardous waste facility and UIC well permitting processes, and MDEQ's permitting software, enSITE.

#### 16. Waste Division Planning, Public Outreach, and Operator Training

MDEQ implements and oversees the environmental programs related to proper waste management for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 3 Hazardous Waste Regulations and Part 4 Nonhazardous Waste Regulations, the Mississippi Solid Waste Disposal Law (Miss. Code Ann. Section 17-17-1 *et seq.*, and the Mississippi Multimedia Pollution Prevention Law as well as other laws, regulations and requirements which have components that address solid waste management. Under these laws and regulations, MDEQ administers various waste management programs that need support for outreach, training and technical assistance. These waste management programs include: solid waste assistance grants, solid waste planning grants, waste tire assistance and incentive grants, waste tire abatement program, nonhazardous corrective action trust fund program, recycling and waste reduction program, composting and food waste reduction programs, household medical sharps program, pollution prevention and enHance programs, universal wastes program and regulations, waste tire hauler certification program, landfill and rubbish site operator certification programs, and various other programs that relate to the proper reduction, recycling, management and disposal of solid and hazardous wastes. In order to perform appropriate outreach to the general public, to local governments, and to various other stakeholders regarding these programs and activities, MDEQ may seek contractual assistance for the following types of outreach, training and/or technical assistance activities:

Activities Offeror may perform under this Task include, but are not limited to the following:

- Assist MDEQ with developing, facilitating and/or conducting in-person and/or electronic training classes, workshops, public meetings, conferences, training tools, and continuing education training opportunities for landfill and rubbish site operators, solid waste enforcement officers, recycling program coordinators and facility operators, composting facility operators, waste tire facility operators, local government waste officials, professional engineers and professional geologists, solid waste planners, manufacturers, solid waste/waste tire program grants writers, enHance program participants and any other persons needing solid or hazardous waste management related training. Logistical support may include but is not limited to: developing and providing training course or workshop material and curriculum; conducting publicity and developing associated publicity materials; procuring meeting facilities and lodging for attendees; preparing and shipping technical materials for the workshops; providing speakers or training facilitators; developing and making presentations; providing electronic tools to support the training whether in-person or electronic, registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review;

- Assist MDEQ with conducting work to support the Pollution Prevention (“P2”) program and enHance environmental stewardship program. This work shall include review and summary of environmental data and facility profile information to assess P2 needs; coordination of or participation in on-site technical assistance for manufacturers, commercial businesses, warehouse facilities, local governments, universities, colleges and other interested entities; review of enHance membership applications and proposed projects; support for collecting and aggregating pollution prevention data for report to EPA and other entities; provision of workshops and roundtable meetings to facilitate dissemination of P2 information and best management practices; review and development of recommendations to provide solutions and options to P2 program participants on pollution problem areas; assistance with development and provision of electronic and web-related information and tools to address P2 concerns and other technical assistance to support the MDEQ P2 program efforts;
- Provide technical support and assistance to the MDEQ recycling and waste reduction program in its efforts achieve the goal in Mississippi State law to reduce solid wastes by 25%. The assistance would include working with MDEQ to develop/participate in/promote measurement systems for recycling rates, recycling access recycling opportunities and other types of recycling data; to assist MDEQ in efforts to support local governments, local government partnerships, manufacturers, recycling businesses and other organizations in evaluating recycling opportunities and best management practices; to promote and assist MDEQ in implementing recycling grant programs and to support other outreach activities as directed by MDEQ;
- Assist in the development and distribution of guidance documents and guidance information, summary reports on recycling and waste management, listings of various solid/hazardous waste and UIC facility types for public distribution, either in hard copy and/or electronic format to support proper waste reduction, recycling, beneficial use, and or disposal of solid and hazardous wastes in the state of Mississippi; and
- Perform other relates tasks as directed by MDEQ.

#### 17. Technical Support for Corrective Actions at Solid and Hazardous Waste Facilities

Under the authority of MDEQ in Title 11 of the Mississippi Administrative Code, Part 4 for Nonhazardous Waste Regulations and Part 3 for Hazardous Waste Regulations MDEQ performs, provides assistance to applicants to perform, or directs others to conduct investigatory work and remedial actions at the following:

- Closed historic sanitary landfills that qualify for funding from the Nonhazardous Corrective Action Trust Fund (“CATF”). The eligible landfills are those that received in whole or in part household waste and closed prior to the effective date of Title 40 of the Code of Federal Regulations, Section 258 (RCRA Subtitle D).
- Closed, inactive or abandoned municipal solid waste (“MSW”) landfills for which MDEQ is managing/directing financial assurance funds;
- Certain closed, inactive hazardous waste management facilities that are in post-closure care where MDEQ is managing or directing the expenditures of financial assurance or other available funds

- Other types of closed, inactive or abandoned solid waste management facilities where MDEQ is directing funding for remedial or corrective actions.

Actions funded at these solid/hazardous waste sites may include emergency, preventative, and corrective actions to prevent threats to human health and the environment in the event of a release or substantial threat of release of contaminants.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Conduct field investigations to evaluate the physical conditions of landfill or other environmental cap and side slopes, site storm water conveyance systems, adjacent streams, and other potentially impacted areas as directed by MDEQ staff;
- Drill soil borings and install groundwater monitoring wells;
- Complete sampling and analysis of soil, surface water, and groundwater;
- Conduct on-site surface monitoring and off-site interior monitoring of methane emissions and other potential gases or vapors;
- Prepare detailed reports of all investigations for MDEQ staff review to include observations of site conditions, monitoring results (as applicable), and recommendations pertaining to any potential preventative or corrective actions;
- Develop remedial plans;
- Conduct structural repairs to final or intermediate caps and sidewall for erosion, settlement, etc;
- Install structural controls necessary to prevent or remediate release of contaminants;
- Install and operate groundwater recovery wells;
- Remove contaminants and initiate treatment or disposal of contaminated media;
- Replace contaminated water supply wells;
- Complete other activities necessary for remediation of the site as determined by MDEQ staff; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of applicable state and federal nonhazardous solid waste management regulations and hazardous waste management regulations as well as other state and federal clean up criteria. Offeror must have experience with working remediation projects at landfills, hazardous waste facilities and other similar facilities where corrective actions are necessary.

#### 18. Technical Support for Groundwater Assessment and Remediation

MDEQ oversees and implements the regulations for groundwater resources to fulfill its responsibility for the protection of the groundwaters of Mississippi. MDEQ develops priorities to enhance the protection of Mississippi's groundwater and manages and oversees

site assessments and cleanups. MDEQ implements regulations related to protect public health, the environment, and groundwater resources utilizing the Brownfields, Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), Uncontrolled Sites, Underground Storage Tank Remediation, and Voluntary Evaluation programs. MDEQ executes these programs through the Groundwater Assessment and Remediation Division.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Review and recommend updated clean-up standards revisions;
- Review and make recommendations for regulations;
- Review and assist development of updates to guidelines, standard operating procedures, and QAPPs;
- Develop or revise application forms or tools;
- Participate in stakeholder engagement and outreach;
- Assist in Work Plan development;
- Conduct on-site sampling and assessment as approved by MDEQ;
- Conduct groundwater monitoring;
- Develop reports for works completed;
- Provide Groundwater Modeling Analysis or assist in review;
- Provide Risk Assessment Analysis or assist in review;
- Assist Community Engagement and Outreach;
- Provide Training for Staff Development and Qualifications (e.g. Occupational Safety and Health Administration (“OSHA”), Sampling, Modeling, New Technologies, Rules and Regulations); and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of MDEQ procedures, assessment and remediation technologies, engineering principles, and guidelines. Offeror should detail all experience with MDEQ Groundwater Assessment and Remediation Division (“GARD”) in the last 3 years.

#### 19. Office of Land and Water Resources

The MDEQ Office of Land and Water Resources (“OLWR”) is responsible for managing the state’s water balances and protecting life and property downstream of impoundments. This support area requires the Offeror to be familiar with OLWR Regulations as well as having the capability to provide technical support as described below.

Activities Offeror may perform under this Task include, but are not limited to the following:



- Perform GIS analysis, dam breach modeling (1d and 2d), have the technical expertise to perform field inspections of dams, be familiar with and have the ability to conduct emergency action plan tabletop exercises, and provide technical expertise in the areas of geotechnical design and analysis, structural design and analysis, and hydrology and hydraulics analysis in support of the dam safety program;
- Perform duties related to the management of groundwater and surface water resources of the state including, but not limited to: GIS analysis; modeling groundwater and surface water flows; predictive modeling scenarios; production of online reports and query tools; dissemination of data; and data management activities; and
- Perform other related tasks as directed by MDEQ.

## 20. Environmental Wastewater Pollution Control Compliance

MDEQ implements and oversees the environmental compliance program for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 6 Wastewater Pollution Control Regulations. The Offeror will provide services for MDEQ to ensure permit and regulatory compliance in the Environmental Compliance & Enforcement Division (“ECED”). The scope of work will include all tasks as assigned to the designated ECED Water I, Water II, Municipal, and 401/Stormwater Branches.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Assist, as needed, with compliance inspections and reports, violation recognition and response, complaint handling assigned to the designated branch, working with management and ECED’s Enforcement Branch to resolve violations related to permitting and conducting onsite inspections with MDEQ staff;
- Provide training related to tasks performed in the Branch to new and current employees as needed. This will include permit reviews, understanding of permit conditions or preparing compliance documents, inspection reports, use of enSITE, correspondence, and conducting mentoring compliance inspections with staff;
- Provide technical and logistical support to the development, facilitation, and implementation of wastewater pollution compliance, engineering, and management trainings, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and
- Perform other related tasks as directed by MDEQ.

## 21. Environmental Air Regulatory Compliance

MDEQ implements and oversees the environmental compliance program for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code Part 2 Air Regulations. The Offeror will provide services for MDEQ to ensure permit and regulatory compliance in the Environmental Compliance & Enforcement Division. The scope of work will include all tasks as assigned to the designated ECED Air I and Air II Branches.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Assist, as needed, with compliance inspections and reports, violation recognition and response, complaint handling assigned to the designated branch, working with management and ECED's Enforcement Branch to resolve violations related to permitting and conducting onsite inspections with MDEQ staff;
- Provide training related to tasks performed in the Branch to new and current employees as needed. This will include permit reviews, understanding of permit conditions or preparing compliance documents, inspection reports, use of enSITE, correspondence, and conducting mentoring compliance inspections with staff;
- Provide technical and logistical support to the development, facilitation, and implementation of air regulatory compliance, engineering, and management trainings, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and
- Perform other related tasks as directed by MDEQ.

## 22. Solid Waste, Hazardous Waste, and UIC Compliance Activities

MDEQ implements and oversees the waste management compliance programs for the State of Mississippi in accordance with Title 11 of the Mississippi Administrative Code – Part 3: Hazardous Waste Regulations, Part 4: Nonhazardous Waste Regulations, and Part 6 – Underground Injection Control regulations. The Offeror will provide services for MDEQ to ensure permit and regulatory compliance for the solid and hazardous wastes and UIC programs. The scope of work will include all tasks as assigned to MDEQ supporting the compliance activity for programs managed by the MDEQ Waste Division.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Assist compliance programs, where appropriate, with support for compliance evaluations, site inspections, reporting, monitoring and sampling, violation recognition and response, complaint investigation and resolution, and initiation of compliance and enforcement actions where violations are found. Such efforts may include support for collecting and documenting inspection results, data collection, sampling and

monitoring, provision of specialized monitoring equipment including equipment for aerial photography and video through drones, electronic tools and other capabilities;

- Assist with the development of compliance forms, guidance, regulatory provisions, enforcement policies, and other needed technical documents and tools to facilitate inspections, reporting, monitoring, sampling, data collection and summary, complaint investigations, compliance documentation including reports, photographs, video and drone employment, electronic integration of data and information and various other actions;
- Assist with activities to support MDEQ with support for modeling, risk assessment, or surveying of permitted, unpermitted, closed, inactive or abandoned solid/hazardous waste or UIC sites;
- Assist with the specialized collection of samples and monitoring data to aid in resolving environmental or public complaints or concerns at facilities related to off-site impacts such as migration of odors, gases, surface run-off, groundwater impacts, soil impacts, vapor intrusion, safety concerns, and various other compliance problems associated with solid and hazardous waste or UIC facilities;
- Assist in providing and/or coordinating technical training to new and existing compliance staff related to compliance tasks and responsibilities, emerging environmental or public nuisance issues, inspection techniques, new advances in technology, data interpretation, assessment and management, financial assurance, closure/post-closure care, sampling and monitoring and various other components or functions of compliance activities;
- Provide technical and logistical support to the development, facilitation, and implementation of solid waste compliance, engineering, and management trainings, workshops, public briefings, and conferences related to MDEQ program responsibilities and objectives. Logistical support may include: developing training course or workshop material and associated publicity material; procuring conference facilities and lodging for attendees; preparing and shipping technical materials for the workshops; inviting speakers; making presentations; registering participants; and compiling and distributing follow-up materials; taking of minutes or notes, evaluation of results, and preparation of summary reports for MDEQ review; and
- Perform other related tasks as directed by MDEQ.

This Task Area requires the Offeror to be knowledgeable of state solid waste regulations, federal solid waste regulations, engineering principles related to treatment and abatement technologies, the MDEQ permitting process, and MDEQ's permitting software, enSITE.

## 23. Emergency Response Support

The MDEQ Emergency Response Division responds, as needed, to any incident involving hazardous materials, oil spills or any pollutant that poses a threat or potential threat to human health and safety or the environment. The Emergency Response Division minimizes the impacts to the environment and public health from chemical spills and other environmental emergencies. Under that authority the Emergency Response Division reacts and responds as necessary to ensure the safety of human health and the environment acting

under the MDEQ authority for Title 49, Chapter 17 – Pollution of Waters, Streams, and Air - In General. Under that authority, MDEQ may require the services of a professional engineer to fulfill the obligations of the state law requiring the review of a professional engineer for scopes of work exceeding \$100,000.

Activities Offeror may perform under this Task include, but are not limited to the following:

- Provide subject matter expert reviews of documents, plans and specifications, or other submittals for MDEQ Emergency Response. These qualifications may be expected to vary with the technical nature of the subject of the review;
- Submit written comments from expert review, with all supporting materials such as additional references or suggested approaches, to the MDEQ Project Officer for MDEQ preparation of final review and recommendations. Review packages submitted by the Offeror to MDEQ shall include:
  - Written general comments and specific changes or revisions required to improve clarity and scientific accuracy of documents or products;
  - Any new data that might contribute the derivation of improved processes and procedures;
  - Other scientific and technical materials that may be pertinent;
  - Be available to clarify the comments and recommendations provided by the subject matter expert(s). The Offeror is precluded from review of documents, plans, specifications or products that they developed or assisted in developing. It is the responsibility of the Offeror to ensure that all reviews are conducted in a manner to avoid all actual, potential, or apparent conflicts of interest including the submittal of Conflict of Interest certifications consistent with contract requirements; and
- Perform other related tasks as directed by MDEQ.

#### 24. Wastewater Operator Training Program

MDEQ started its operator training program in 1969 and has since provided classroom and on-site training to hundreds of facilities and more than 2000 individual operators. In 1987, the Municipal and Domestic Water and Wastewater System Operator's Certification Act was signed into law, requiring wastewater operators to be certified. Since the passage of the law, more than 1000 wastewater operators have been certified through the program. Certification is offered in four classes of treatment and two classes of collection based on size and type of facility.

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Assist MDEQ in providing instruction for wastewater system operators at four exam preparation short courses per year;
- Assist MDEQ in developing education materials and presentations for wastewater operator education courses, workshops, and training events;

- Provide wastewater instruction on various topics at scheduled training events conducted by MDEQ or other organizations, such as Mississippi Water and Pollution Control Operator's Association ("MWPCOA"), Mississippi Water Environment Association ("MWEA"), or Mississippi Rural Water Association ("MSRWA");
- Conduct onsite technical assistance visits to Publicly Owned Treatment Works ("POTW") classified as Major facilities in the North, Central, and/or South Regions of the State as designated by the Environmental Trainer Region map. MDEQ will determine which POTWs the Offeror will assist. The Offeror will prepare and submit a summary report to MDEQ within five (5) business days after each site visit. The Offeror may conduct additional onsite technical visits at the request of MDEQ; and
- Perform other related tasks as directed by MDEQ.

## 25. Special Projects

Activities Offeror may perform under this Task include, but are not limited to, the following:

- Provide engineering technical assistance and project management in support of special projects;
- Provide engineering technical support, training and general assistance as needed in support of programs, review of project comments, providing eligibility determinations and approval of funded special project documents including subgrant agreements, plans specifications, developing contracts, change orders, record drawings, closeout documents, invoices and other required documents for special projects; and
- Perform other related tasks as directed by MDEQ.

## 2.4 **Term**

The term of the contract shall be for a period of four (4) years with an option to renew for one (1) year, upon written agreement of both parties, and under the same prices, terms, and conditions as in the original contract. The total contract term, including any renewals, shall not exceed a maximum total of five (5) years.

### 2.4.1 **Multi-Term Contracts**

Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four (4) years with an option to renew for one (1) year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds.

#### **2.4.1.1 Requirements**

- a) Four (4) years of service with an option to renew for one (1) year.
- b) A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State's right or the contractor's rights under any termination clause in the contract.
- c) The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.

### **SECTION 3**

#### **3.1 Insurance**

Prior to Contract performance, Contractor shall provide and maintain sufficient insurance coverage during the period of performance of the Contract, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, as required by applicable state and federal law related to the work of the Contract and in connection with the Contract. This may include, but is not limited to the following:

- 1) Workers' Compensation and Employer's Liability Insurance. This insurance shall protect Contractor against all claims under applicable State workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00).
- 2) Comprehensive General Liability Insurance. This insurance shall include bodily injury, property damage, contractual and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate.
- 3) Auto Liability Insurance. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) Contractor's own automobiles and trucks; (2) hired and non-owned automobiles and trucks; and (3) automobiles and trucks owned by Contractors. The aforementioned is to cover use of automobiles and trucks in performance of the work.
- 4) Errors and Omissions/Professional Liability Coverage. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

MDEQ, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi and its elected and appointed officers, employees and agents shall be named as additional insureds on such policies. The successful Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof. The successful Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering MDEQ, and any insurance covering MDEQ shall be excess coverage over the successful Contractor's coverage. Endorsements so stating shall be provided to MDEQ by the successful Contractor. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to a cancellation or modification of each respective policy.

While the successful Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of MDEQ by the successful Contractor.

Upon execution of the Contract, Contractor shall promptly furnish MDEQ with endorsements showing the Contractor compliance with the insurance provisions of this paragraph. While Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Agreement, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the provisions addressing the indemnity of MDEQ by Contractor.

## **SECTION 4**

### **4.1 Submission Format**

The Offeror's SOQ should consist of information provided into two (2) Sections, a "Qualifications of the Offeror" Section and a "Task Area Qualifications of the Offeror" Section. See Section 4.2 of this RFQ for what minimum information must be provided in each of these Sections and submitted in the Offeror's SOQ.

The Offeror will be limited to no more than thirty (30) pages for the "Qualifications of the Offeror" Section submitted.

The Offeror will be limited to no more than twenty (20) pages for each individual Task Area provided under the "Task Area Qualifications of the Offeror" Section.

Exceptions made to the above page limitations are described in Section 4.2 of this RFQ.

Paper size shall be 8 1/2 x 11. Typeface shall not be smaller than a font size of 12. Any information contained on pages that exceed the page limit will not be evaluated.

The Offeror must submit one (1) original and one (1) digital copy of the SOQ in PDF format on a USB flash drive of the SOQ to MDEQ on or before the above specified time and date as stated in Section 1.1.1 of this RFQ. The original must be signed by an authorized representative of the Offeror.

### **4.2 Written Statement of Qualifications Must Contain the Following Minimum Information**

**Offerors shall provide, at a minimum, all of the following information requested in this Paragraph in their SOQ submittal package.**

**Offerors shall provide the following information to be submitted for the "Qualifications of the Offeror" Section:**

1. A completed Attachment A, Offeror Information Sheet. These pages are not included in the thirty (30) page limit of the Qualifications of the Offeror section.
2. A completed Attachment B, Certifications and Assurances. This page is not included in the thirty (30) page limit of the Qualifications of the Offeror section.
3. Provide a narrative detailing the Offeror's ability to manage projects by demonstrating the following:
  - The ability, capacity, skill, and financial resources of the Offeror to perform the work or provide the service required;
  - The ability of the Offeror to perform the work or provide the service promptly or within the time specified, without delay or interference and document a record of reliable and timely delivery and on-budget implementation;
  - Provide a list of previous contract/projects of similar scope performed by the Offeror in the past three (3) years, indicating any contract claims, early termination, or other issues, if any, from Offeror's performance of the work. For each referenced contract/project, provide the following information for a responsible individual who may be contacted for a reference:
    - The name,
    - telephone number, and/or
    - email address.
  - Indicate any ethics violations for Offeror and Offeror's key personnel who is proposed to perform work under this RFQ;
  - The Offeror's programs or measures used to ensure quality and reliability;
  - The character, cultural sensitivity, integrity, reputation, judgment, experience, and efficiency of the Offeror;
  - The quality of performance of previous contracts or services by the Offeror;
  - Provide the following:
    - Résumés of key personnel who would be assigned to provide the required services, including, but not limited to, their respective backgrounds, experience, Project responsibilities, licenses, certifications, education, and skills. This information will not be counted towards the thirty (30) page limit of the Qualifications of the Offeror section.
    - Information on the Offeror's access to or ability to obtain the equipment, facilities and financial resources to perform the work.
    - The name of any company or individual anticipated to be used as a *subcontractor* on this Project, as well as that subcontractor's duties on the Project. Indicate the level of effort anticipated for subcontractors, if any. If subcontractors have not yet been identified but Offeror has certain duties that it anticipates subcontracting, Offeror shall delineate that scope of work to be subcontracted. Also, Offeror should be aware that all subcontractors must be approved by MDEQ. This information will not be counted towards the thirty (30) page limit of the Qualifications of the Offeror section.



4. Sufficiently detail and describe Offeror's quality control and assurance programs. This information will not be counted towards the thirty (30) page limit of the Qualifications of the Offeror section.
5. Acknowledgment of Amendment(s). Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment(s) with the SOQ. The amendment(s) must be received by MDEQ by the time and at the place specified for receipt of SOQ. This information will not be counted towards the thirty (30) page limit of the Qualifications of the Offeror section.

**Offerors shall provide the following information to be submitted for the "Task Area Qualifications of the Offeror" Section:**

1. For each Task Area indicated by the Offeror in Attachment A, Offeror shall provide a narrative detailing the following:
  - A clear understanding of the scope of the Task and related objectives;
  - The ability of the Offeror to perform Task needs, duties, and requirements;
  - The ability of the Offeror to perform the Task promptly and within the time specified, without delay or interference;
  - Experience and past performance of the Offeror, Offeror's key personnel, and sub-contractors proposed, in similar work or related industry or programs to perform the Task;
  - The facilities, staff, appropriate technology and techniques, and management available to perform the Task as appropriate. Offeror shall also indicate which key personnel from the resumes provided are anticipated to perform the Task; and
  - Project management approach utilizing available staff and resources to perform the Task.

Offerors that do not comply with these minimum requirements and/or do not satisfactorily document in the SOQ that they meet the minimum requirements will not be considered.

#### **4.3 Minimum Qualifications**

Offerors will be evaluated based on requirements set forth in RFx3140002594/MDEQ-RFQ03042021. Those criteria that will affect the Statement of Qualifications and be considered in evaluation for award shall be objectively measurable where possible. This RFQ sets forth the evaluation criteria to be used. No criteria will be used in an evaluation that is not set in this RFQ. Only Offerors who are found responsive and responsible will have their SOQ considered.

MDEQ will receive SOQs from Offerors having specific experience and qualifications in the area(s) identified in this solicitation. For consideration, SOQs for the project must contain evidence of the Offeror's experience and abilities in the specified area(s) and other disciplines directly related to the proposed service. Other information required by MDEQ is included herein. Unless otherwise stated, all Offerors shall provide profiles and resumes of the staff to be assigned to the project, references, illustrative examples of similar work performed, and any other information that clearly demonstrates the Offeror's expertise in the area(s) of this solicitation.

The SOQ shall be specific and sufficiently detailed to satisfy the requirements set forth in this solicitation. A selection committee shall review and evaluate SOQs.

#### **4.3.1 Responsive Offeror**

Offeror must submit a Statement of Qualifications which conforms in all material respect to this Request for Qualifications, RFX3140002594/MDEQ-RFQ03042021, as determined by MDEQ.

#### **4.3.2 Responsible Offeror**

Offeror must have capability in all aspects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance, as determined by MDEQ.

#### **4.4 Nonconforming Terms and Conditions**

A Statement of Qualifications that includes terms and conditions that do not conform to the terms and conditions in the Request for Qualifications is subject to rejection as non-responsive. MDEQ reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its Statement of Qualifications response prior to a determination by MDEQ of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **4.5 Conditioning Statement of Qualifications Upon Other Awards**

Any Statement of Qualifications which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

#### **4.6 Evaluation Procedure and Factors to be Considered in the Evaluation Process**

##### **4.6.1 Evaluation Procedure**

SOQs that are deemed satisfactorily responsive pursuant to Section 4.3.1 of this RFQ will be reviewed and evaluated by the Evaluation Committee in accordance with the below described process.

This evaluation process will consist of two phases.

**Under Phase I of the evaluation process**, the Evaluation Committee members will first review and evaluate the information submitted in Offeror's SOQ required under Section 4.2 of this RFQ for the Qualifications of the Offeror Section. The Evaluation Committee will evaluate and score the SOQs in accordance with Section 4.6.2.1 of this RFQ. The Offeror's SOQ must first receive a minimum score of 80% in Phase I of the evaluation process in order to proceed to Phase II of the evaluation process. All SOQs who do not receive a minimum score of 80% in Phase I of the evaluation process will not be considered for award.

**Under Phase II of the evaluation process**, SOQs meeting a minimum score of 80% in Phase I of the evaluation process will be reviewed and evaluated by the Evaluation Committee under for the information submitted in Offeror's SOQ required under Section 4.2 of this RFQ for the Task Area Qualifications of the Offeror Section. Under Phase II, SOQs will be evaluated for each Task Area indicated by the Offeror in Attachment A, submitted with their SOQ. Each Task Area information provided will be evaluated and scored in accordance with Section 4.6.2.2 of this RFQ. Each Task Area provided in a SOQ that receives a minimum score of 75% in Phase II of the evaluation process is anticipated to be awarded to the Offeror under this RFQ. The Evaluation Committee will only evaluate

Task Areas(s) that the Offeror marked on Attachment A, and submitted with their SOQ. Offerors may be selected for one or more Task Areas depending on the above described scoring and evaluation process.

MDEQ may make reasonable investigations deemed necessary and proper to determine the ability of the Offeror to perform the work. The Offeror shall furnish to MDEQ all information for this purpose that may be requested.

MDEQ reserves the right to reject any offer if the evidence submitted by, or investigation of, the Offeror fails to satisfy MDEQ that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work described therein.

#### **4.6.2 Evaluation Factors**

The following are the Evaluation Factors to be evaluated by the Evaluation Committee in accordance with Section 4.6.1, Evaluation Procedures, described above.

##### **4.6.2.1 Phase I, Evaluation of Qualifications of the Offeror – 100%**

###### **Quality and Reliability Factors – 25%**

1. Assurances of performance:
  - a. Does the Offeror sufficiently document they have appropriate quality control and assurance programs? – 25%

###### **Management Factors – 75%**

1. Project Management:
  - a. Does the Offeror sufficiently document Offeror's ability to manage projects? – 10%
2. History and experience in performing the work:
  - a. Does the Offeror document a record of reliable and timely delivery and on-budget implementation? – 30%
  - b. Does the Offeror demonstrate a history of contract compliance? – 10%
  - c. Does the Offeror document a record of good business ethics? – 5%
3. Availability of personnel, facilities, equipment and other resources:
  - a. Are the availability of in-house and contract resources documented? – 10%
  - b. Does the Offeror sufficiently document the ability to perform Tasks primarily using in-house resources? – 5%
4. Qualifications and experience of personnel:
  - a. Does the Offeror demonstrate cultural sensitivity in hiring and training staff? – 5%

##### **4.6.2.2 Phase II, Evaluation of Task Area Qualifications of the Offeror – 100%**

###### **Technical Factors – 65%**

1. Does the Offeror demonstrate a clear understanding of the scope of work for the specific Task and related objectives? – 10%
2. Is the Offeror's SOQ complete and responsive to the specific Task needs, duties and requirements? – 25%

3. Has the past performance of the Offeror's capabilities been sufficiently documented for the specific Task? – 20%
4. Does the Offeror sufficiently document the use of appropriate/prescribed technology and techniques for the specific Task? – 10%

**Management Factors – 35%**

1. Project Management:
  - a. Does the Offeror sufficiently document an appropriate project management approach utilizing available staff and resources to perform the Task? – 5%
2. History and experience in performing the work:
  - a. Does the Offeror document experience in performing similar work by employees and when appropriate, sub-contractors of the specific Task? – 10%
  - b. Does the Offeror document industry and/or program experience for the specific Task? – 10%
3. Availability of personnel, facilities, equipment and other resources:
  - a. Does the SOQ document availability of required professionals and resources for the specific Task? – 10%

## **4.7 Award**

Any Contract Award(s) will be made to those qualifying Offerors for the specific Task Areas they are found to be qualified and proposed for in accordance with Section 4.6. The selected Offeror(s) shall supply all necessary labor, material, services, equipment and facilities in support of the effort described herein and as further directed by specific Work Orders in accordance with the Contract. The Contract(s) will be awarded by written notice, to all Offerors whose SOQ meets the requirements and criteria set forth in this RFQ.

### **4.7.1 Notification**

All participating vendors will be notified of MDEQ's intent to award a contract(s). In addition, MDEQ will identify the selected vendor(s).

## **SECTION 5**

### **5.1 Post-Award Vendor Debriefing**

An Offeror, successful or unsuccessful, may request a post-award debriefing, in writing, by U.S. mail or electronic submission. The written request must be received by the Executive Director of MDEQ within three (3) business days of notification of the contract award. A post- award debriefing is a meeting and not a hearing; therefore, legal representation is not required. A debriefing must occur within three (3) business days of receipt of the request. If an Offeror prefers to have legal representation present, the Offeror must notify the Executive Director of MDEQ in writing and identify its attorney by name, address, and telephone number. MDEQ will schedule and/or suspend and reschedule the meeting at a time when legal counsel can be present.

Unless good cause exists for delay, the debriefing should occur within three (3) business days after receipt of the vendor request and may be conducted during a face-to-face meeting, by telephonic or video conference, or by any other method acceptable to the agency. The Chief Procurement Officer or designee should chair the meeting, and where practicable, include other staff with direct knowledge of the procurement.

At a minimum, the debriefing information shall include the following:

- (1) The agency's evaluation of significant weaknesses or deficiencies in the vendor's SOQ, proposal, or qualifications, if applicable;
- (2) The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
- (3) The overall ranking of all vendors, when any ranking was developed by the agency during the selection process;
- (4) A summary of the rationale for award; and,
- (5) Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

The debriefing shall not include point-by-point comparisons of the debriefed vendor's SOQ, proposal, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

## **5.2 Standard Contract Terms and Conditions**

Any Contract entered into between a Contracting Agency and an Offeror shall include the clauses found in **Attachment C**.

## **5.3 Mississippi Contract/Procurement Opportunity Search Portal**

This Request for Qualifications, and the questions and answers concerning this Request for Qualifications, are posted on the Contract/Procurement Opportunity Search Portal.

## **5.4 Attachments**

The attachments to this Request for Qualifications are made a part of this Request for Qualifications as if copied herein in words and figures.

## Attachment A Offeror Information Sheet

As part of the Offeror's SOQ, this Attachment must be completed and signed by the company's authorized representative.

Offeror's Company Name:	
Data Universal Number ("DUNS"):	
Principal point of contact:	
Contact's Email Address:	
Contact's Telephone Number:	
Address of Offeror's Principal Place of Business:	
Age of the Company:	
Average number of employees over the last three (3) years:	

Please indicate, by marking the box next to each Task Area, the Task Areas that the Offeror is submitting qualifications for, and requests to be evaluated under this RFQ. **MDEQ will only evaluate the Task Areas that have been marked below.**

The Offeror must comprehensively and separately address each of the factors for each Task in their own section labeled using the numbering system listed below and stated in Section 2.3.2, Task Areas in this RFQ.

- ☐ 1. Water Quality Modeling
- ☐ 2. Water Quality Monitoring, Sampling and Laboratory Analyses
- ☐ 3. Nonpoint Source and Watershed Management
- ☐ 4. Water Quality Standards
- ☐ 5. Water Quality Public Outreach
- ☐ 6. Expert/Peer Review for Surface Water
- ☐ 7. Environmental and Ecological Assessments
- ☐ 8. Environmental Data Flow, Management, and Mapping
- ☐ 9. Environmental Air Modeling and Monitoring
- ☐ 10. Environmental Water Permitting
- ☐ 11. Environmental Air Permitting
- ☐ 12. Water Quality Certifications and Assessments

- ☐ 13. Sanitary Sewer Expert Review
- ☐ 14. Solid Waste Permitting and Other Authorization
- ☐ 15. Hazardous Waste and/or Underground Injection Control (UIC) Well Permitting
- ☐ 16. Waste Division Planning, Public Outreach, and Operator Training
- ☐ 17. Technical Support for Corrective Actions at Solid & Hazardous Waste Facilities
- ☐ 18. Technical Support for Groundwater Assessment and Remediation
- ☐ 19. Office of Land and Water Resources
- ☐ 20. Environmental Wastewater Pollution Control Compliance
- ☐ 21. Environmental Air Regulatory Compliance
- ☐ 22. Solid Waste, Hazardous Waste, and UIC Compliance Activities
- ☐ 23. Emergency Response Support
- ☐ 24. Wastewater Operator Training Program
- ☐ 25. Special Projects

Selected Offerors must maintain a list of other clients for review by MDEQ and identify any potential conflicts of interest due to previous work or that may arise during the contract duration. Offerors must provide a list of current or previous clients upon request.

By signing below, the Company Representative certifies that he/she has authority to bind the company, and further acknowledges on behalf of the company:

1. That he/she has thoroughly read and understands the Request for Qualifications, RFx3140002594/MDEQ-RFQ03042021, and the attachments herein;
2. That the company meets all requirements and acknowledges all certifications contained in this Request for Qualifications, RFx3140002594/MDEQ-RFQ03042021, and attachments herein;
3. That the company agrees to all provisions of this Request for Qualifications, RFx3140002594/MDEQ-RFQ03042021, and the attachments herein;
4. That the company has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duties required to be performed under this Request for Qualifications.

**Printed Name:** \_\_\_\_\_

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

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

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

## Attachment B Certification and Assurances

I/We make the following certifications and assurances as a required element of the Offeror to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by *circling the applicable word or words in each paragraph below:*

**1. REPRESENTATION REGARDING CONTINGENT FEES**

Offeror represents that it **has/has not** retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Offeror's SOQ.

**2. REPRESENTATION REGARDING GRATUITIES**

The Offeror represents that it **has/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 Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

**3. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES**

Offeror represents as a part of such Offeror's SOQ that such Offeror **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

**Printed Name:** \_\_\_\_\_

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

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

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

***Note:** Please be sure to **circle the applicable word or words** provided above. Failure to circle the applicable word or words and/or to sign the form may result in the SOQ being rejected as nonresponsive. **Modifications or additions to any portion of this document may be cause for rejection of the SOQ.***



## **Attachment C**

### **Standard Contract Terms and Conditions**

1. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. Contractor 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 the MDEQ to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. 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 Contractor, 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. Acknowledgment of Amendments

Offerors shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the SOQ. The acknowledgement must be received by MDEQ by the time and at the place specified for receipt of SOQ.

4. Compliance with Laws

Contractor 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 Contractor agrees during the term of the agreement that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

5. E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency 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. Mississippi Code Annotated § 31-7-301 *et seq.*

6. Work Orders

Contractor shall provide to MDEQ the Services in this RFQ set out in one or more work orders to be issued by MDEQ and accepted by Contractor (each, a "Work Order"). Each work order shall provide a scope of work, specifications, deliverables, schedule and budget. Work Orders shall be deemed issued and accepted only if signed by an authorized representative of Contractor and the Executive Director of MDEQ, or his designee. Contractor may be required to have personnel available onsite at the MDEQ office as prescribed by Work Order. MDEQ will provide office space, computer, printer and all other necessary office supplies and support for activities required to be performed at MDEQ as determined by Work Order. If Contractor performs any of the work outside of MDEQ's office it will be expected to provide their own equipment, supplies and necessary support within their proposed hourly rate, as negotiated by Work Order. Access to email, internet, and appropriate software is required.

7. E-Verification

If applicable, Contractor 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. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a) termination of this Contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or both.
- c) In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

8. List of Former Clients

The Contractor is required to maintain a list of clients for review by MDEQ upon request and identify any potential conflicts of interest due to previous work or that may arise during the contract duration.

9. Paymode

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

10. Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's SOQ.

11. Representation Regarding Gratuities

Contractor 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 *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

12. Stop Work Order

- a) *Order to Stop Work*: The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer 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 contract.
- 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, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:
  - i. the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
  - ii. Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

- 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 shall be allowed by adjustment or otherwise.

13. Termination for Convenience

- a) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
- b) *Contractor's Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the State. Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

14. Termination for Default

- a) *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
- c) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
- d) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-price contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

- e) *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
- f) *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. Termination Upon Bankruptcy

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

16. Trade Secrets, Commercial and Financial Information

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

17. Transparency

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Mississippi Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Contractor 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.

18. Anti-assignment/Subcontracting

Contractor acknowledges that it was selected by the State to perform the services required hereunder based, in part, upon Contractor's special skills and expertise. Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the State, which the State 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 the State of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the State in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the State may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

19. Antitrust

By entering into this Contract, Contractor conveys, sells, assigns, and transfers to MDEQ all rights, titles, and interest it may now have, or hereafter acquire, under the antitrust laws of the United States and the State that relate to the services purchased or acquired by MDEQ under this Contract.

20. Attorney's Fees and Expenses

Subject to other terms and conditions of this agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to the State all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the State in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the customer be obligated to pay any attorney's fees or costs of legal action to Contractor.

21. Authority to Contract

Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that 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, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

22. Change in Scope of Work

MDEQ may order changes in the services consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by Contractor that the scope of the Project or of Contractor's services has been changed, requiring changes to the amount of compensation to Contractor or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by MDEQ and Contractor.

If Contractor believes that any particular work is not within the scope of the Project, is a material change, or will otherwise require more compensation to Contractor, Contractor must immediately notify MDEQ in writing of this belief. If MDEQ believes that the particular work is within the scope of the Contract as written, Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the services within the Contract.

23. Confidential Information

“Confidential Information” shall mean: (a) those materials, documents, data, and other information which Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which Contractor acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the State. Each party to this Contract agrees to the following:

- a) to protect all confidential information provided by one party to the other;
- b) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; and,
- c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party’s written permission; and
- d) to do so by using those methods and procedures normally used to protect the party’s own confidential information.

Any liability resulting from the wrongful disclosure of confidential information on the part of Contractor or its subcontractor shall rest with Contractor. Disclosure of any confidential information by Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this Contract.

24. Confidentiality

a) *Information Designated by Contractor as Confidential.* Any disclosure of those materials, documents, data and other information, which Contractor 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 Contract, the personal or professional services to be provided, the price to be paid, and the term of the Contract 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 Contract and designated by the Contractor 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 Contractor 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 Contract 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 Contract. 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 Contractor or its subcontractor shall rest with

Contractor. Disclosure of any Confidential Information by Contractor or its subcontractor without the express written approval of MDEQ may result in the immediate termination of this Contract.

e) *Exceptions to Confidential Information.* Contractor 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 Contract, other than information obtained in confidence under prior engagements;
- (2) Generally known or easily ascertainable by nonparties to this Contract;
- (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 Contractor from any nonparty; or
- (6) Disclosed with the Disclosing Party’s prior written consent; or
- (7) Otherwise required to be disclosed by law.

## 25. Conflict of Interest

Contractor shall immediately notify MDEQ in writing of any interests (financial, contractual, organizational, or otherwise) relating to the services to be performed under this Contract that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) with respect to MDEQ, or the work to be implemented that would impinge on Contractor’s ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. Contractor further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to MDEQ’s satisfaction, such conflict of interest (or apparent conflict of interest). If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Contract per the Termination for Convenience clause of this Contract.

## 26. Contractor Personnel

MDEQ shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by Contractor. If MDEQ reasonably rejects staff or subcontractors, Contractor must provide replacement staff or subcontractors satisfactory to MDEQ in a timely manner and at no additional cost to MDEQ. The day-to-day supervision and control of Contractor’s employees and subcontractors is the sole responsibility of Contractor.



27. Counterparts

This Contract may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this Contract delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Contract.

28. Debarment and Suspension

Contractor 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 bid, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
- c. has not, within a three-year period preceding this bid, 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 bid, had one (1) or more public transactions (federal, state, or local) terminated for cause or default.

29. Failure to Deliver

In the event of failure of Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

30. Failure to Enforce

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

31. Final Payment

Upon satisfactory completion of the work performed under this Contract, as a condition before final payment under this Contract, or as a termination settlement under this contract, Contractor shall execute and deliver to MDEQ a release of all claims against the State arising under, or by virtue of, the Contract, except claims which are specifically exempted by Contractor to be set forth therein. Unless otherwise provided in this Contract, by state law, or otherwise expressly agreed to by the parties in this Contract, final payment under the Contract or settlement upon termination of this Contract shall not constitute waiver of the State's claims against Contractor under this Contract.

32. 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 subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters ("force majeure events"). When such a cause arises, Contractor shall notify the State 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 the State determines it to be in its best interest to terminate the agreement.

33. Health Insurance Portability and Accountability Act ("HIPAA") Compliance

Contractor agrees to comply with the "Administrative Simplification" provisions of the HIPAA of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.

34. Indemnification

To the fullest extent allowed by law, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the agency, its commissioners, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the State's sole discretion, Contractor may be allowed to control the defense of any such claim, suit, etc. In the event Contractor defends said claim, suit, etc., Contractor shall use legal counsel acceptable to the State. Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the State shall be entitled to participate in said defense. Contractor shall not settle any claim, suit, etc. without the State's concurrence, which the State shall not unreasonably withhold.

35. Infringement Indemnification

Contractor warrants that the materials and deliverables provided to MDEQ under this Contract, and their use by MDEQ, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement

claim or suit, Contractor shall defend the infringement action and/or obtain for MDEQ the right to continue using such items. Should Contractor fail to obtain for MDEQ the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require MDEQ to discontinue using such items, in which case Contractor will refund to MDEQ the fees previously paid by MDEQ for the items MDEQ may no longer use and shall compensate MDEQ for the lost value of the infringing part to the phase in which it was used up to and including the Contract price for said phase. Said refund shall be paid within ten (10) working days of notice to the MDEQ to discontinue said use.

Scope of Indemnification: Provided that the State promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate, at its own expense, MDEQ, its Commissioners, officers, employees, agents and representatives, and the State of Mississippi, against and pay all costs, including discovery costs, damages (including punitive damages) and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Contract.

36. Independent Contractor Status

Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the State. Nothing contained herein shall be deemed or construed by the State, Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the State and Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the State or Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the State and Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the State. Neither Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Agency, and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by Contractor, its servants, agents, or employees. The Agency shall not withhold from the contract payments to Contractor any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to Contractor. Further, the Agency shall not provide to Contractor any insurance coverage or other benefits, including Worker's Compensation, normally provided by the State for its employees.

37. Integrated Agreement/Merger

This Contract, including all contract documents, 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 Contract may be altered, amended, or modified only by a written document executed by the State/MDEQ and Contractor. Contractor acknowledges that it has thoroughly read all contract documents 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. Accordingly, this Contract shall not be construed or interpreted in favor of or against the State/MDEQ or Contractor on the basis of draftsmanship or preparation hereof.

38. Modification or Renegotiation

This Contract may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Contract necessary.

39. No Limitation of Liability

Nothing in this Contract shall be interpreted as excluding or limiting any tort liability of Contractor for harm caused by the intentional or reckless conduct of Contractor or for damages incurred through the negligent performance of duties by Contractor or the delivery of products that are defective due to negligent construction.

40. Notices

All notices, requests, consents, claims, demands, waivers and other Contract communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

For the Agency:	For Contractor:
Aveleka Moore, Contracts Division Director	[Name, Title]
MDEQ	[Contractor Name }
515 East Amite Street	[Address]
Jackson, MS 39201	[City, State, Zip]

41. Oral Statements

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

42. 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 Contract except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to MDEQ upon termination or completion of the Contract. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from MDEQ and subject to any copyright protections.

43. Priority

The Contract consists of this agreement with exhibits, the Request for Qualifications RFx3140002594/MDEQ-RFQ03042021 (hereinafter referred to as "RFQ", and attached as Exhibit A), and the response bid dated [date] by [CONTRACTOR NAME] (hereinafter referred to as "SOQ" and attached as Exhibit B). Any ambiguities, conflicts or questions interpretation of this Contract shall be resolved by first, reference to this agreement with exhibits and, if still unresolved, by reference to the RFQ and, if still unresolved, by reference to the SOQ. Omission of any term or obligation from this agreement or attached Exhibits A or B shall not be deemed an omission from this Contract if such term or obligation is provided for elsewhere in this Contract.

44. Record Retention and Access to Records

Provided Contractor is given reasonable advance written notice and such inspection is made during normal business hours of Contractor, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the Project for the purpose of making audits, examinations, excerpts, and transcriptions. Except as provided below, all records related to this Contract shall be retained by Contractor for a minimum of ten (10) years after final payment is made under this Contract and all pending matters are closed, unless otherwise agreed to; 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.

45. Recovery of Money

Whenever, under the Contract, any sum of money shall be recoverable from or payable by Contractor to the Agency, the same amount may be deducted from any sum due to Contractor under the Contract or under any other Contract between Contractor and MDEQ. The rights of MDEQ are in addition and without prejudice to any other right MDEQ may have to claim the amount of any loss or damage suffered by MDEQ on account of the acts or omissions of Contractor.

46. Right to Audit

Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. These records shall be made available during the term of the Contract and the subsequent retention period, as applicable under the "Record Retention and Access to Records" provision of this Contract for examination, transcription, and audit by the Mississippi State Auditor's Office, its designees, or other authorized bodies.

47. Right to Inspect Facility

The State may, at reasonable times, inspect the location where work is being performed and the place of business Contractor or any subcontractor which is related to the performance of any Contract awarded by the State.

48. Severability

If any part of this Contract 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 Contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

49. State Property

Contractor will be responsible for the proper custody and care of any state-owned property furnished for Contractor's use in connection with the performance of this Contract. Contractor will reimburse the State for any loss or damage, normal wear and tear excepted.

50. Third Party Action Notification

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

51. Unsatisfactory Work

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

52. Waiver

MDEQ may waive any provision, in whole or in part, of this Contract not otherwise required by law. No waiver made to this Contract shall be valid unless set forth in writing. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver made to this Contract of a default by the Contractor will imply, be construed as or require waiver of future or other defaults. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, 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.

53. Headings

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

54. Insurance

Prior to Contract performance, Contractor shall provide and maintain sufficient insurance coverage during the period of performance of the Contract, from an insurance carrier(s) licensed or holding a Certificate of Authority from the Mississippi Department of Insurance, as required by applicable state and federal law related to the work of the Contract and in connection with the Contract. This may include, but is not limited to the following:

- a) Workers' Compensation and Employer's Liability Insurance. This insurance shall protect Contractor against all claims under applicable State workers' compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees, which, for any reason, may not fall within the provisions of a workers' compensation law. The liability limits shall not be less than the required statutory limits for workers' compensation and employer's liability limits in the amount of One Million and 00/100 Dollars (\$1,000,000.00).
- b) Comprehensive General Liability Insurance. This insurance shall include bodily injury, property damage, contractual and other standard coverage contained in comprehensive general liability insurance, in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence and Five Million and 00/100 Dollars (\$5,000,000.00) aggregate.

- c) Auto Liability Insurance. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) Combined Single Limit to protect it from any and all claims arising from the use of the following: (1) Contractor's own automobiles and trucks; (2) hired and non-owned automobiles and trucks; and (3) automobiles and trucks owned by Contractors. The aforementioned is to cover use of automobiles and trucks in performance of the work.
- d) Errors and Omissions/Professional Liability Coverage. This insurance shall be in the amount of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence.

MDEQ, its Commissioners, Board Members, officers, employees, agents, and representatives, and the State of Mississippi and its elected and appointed officers, employees and agents shall be named as additional insureds on such policies. The successful Contractor shall provide that the insureds thereon waive subrogation against the State of Mississippi and the said political subdivisions thereof. The successful Contractor's respective policies shall provide primary coverage before any applicable policy otherwise covering MDEQ, and any insurance covering MDEQ shall be excess coverage over the successful Contractor's coverage. Endorsements so stating shall be provided to MDEQ by the successful Contractor. The policies shall also provide for all additional insureds to be provided with a minimum 30-day written notice prior to a cancellation or modification of each respective policy. While the successful Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Contract, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the contractual provisions addressing the indemnity of MDEQ by the successful Contractor.

Upon execution of the Contract, Contractor shall promptly furnish MDEQ with endorsements showing the Contractor compliance with the insurance provisions of this paragraph. While Contractor shall provide MDEQ with endorsements as set forth in this paragraph, the failure to do so, or the failure of the endorsements or insurance provided to conform to the Agreement, does not constitute waiver or estoppels as to MDEQ of their respective legal and equitable rights, including but not limited to, the right to enforce the terms of the Contract. These contractual insurance provisions are intended to be, and shall be interpreted to be, separate and independent contractual obligations from the provisions addressing the indemnity of MDEQ by Contractor.