



Grenada Tourism Commission (GTC) Request for Qualifications

December 4, 2023

Destination Market Analysis and Strategic Planning Services

Tourism Industry Recovery, II

Proposals are due on or before 5:00 p.m. CST on Friday, January 5th, 2024.

RFQ OVERVIEW

The Grenada Tourism Commission (GTC) seeks qualifications from firms with significant experience in research, analysis, interpretation, and creation of a tourism marketing and strategic plan for the Grenada, Mississippi market. We are allocating a budget of up to \$60,000 to produce this research and marketing plan.

GRENADA MARKET OVERVIEW

The mission of the GTC is to draw out-of-town visitors to the community for extended stays to support the local economy and our local retail businesses. The GTC was formed in 1992 and is funded with half of a 2% tourism tax on hotels and half of a 1% tourism tax on restaurants. The other half goes to the City of Grenada for tourism related expenses which has primarily gone to subsidize the Dogwoods Golf Course near Grenada Lake. The GTC is quasi-city and has its own budget and board of directors with reporting requirements to the City of Grenada. It operates independently of the City of Grenada. The city also charges an additional 1% tax on restaurants and 1% tax on hotels to design, build and operate a sports complex that opened in March of 2023 and has 6 baseball and softball fields with turf infields. This special tax can only be used on the Sports Complex. The tax revenue from this facility has been so strong that expansion plans are in the works to add two more fields and soccer facilities. Tourism tax and sales tax growth for Grenada are at all-time highs and our growth rate in both categories put us in the top 10% of the State of Mississippi.

Grenada's main tourism draw is Grenada Lake, the #1 Crappie lake in the U.S. and home to some of the premiere camping and outdoor assets in the Southeast. GTC hosts numerous fishing tournaments as well as foxhunter competitions and hunt dog retriever trials. Outdoor activities abound on and around the lake as well as near

downtown where the Lee Tartt Nature preserve draws visitors from all over Mississippi and surrounding states for hiking, kayaking and other outdoor pursuits. Grenada also has a very strong draw for the business traveler as well as smaller regional business meetings and consumer events. Event venues and a reimagined downtown area also are beginning to impact the local economy. For a better indication of what Grenada has to offer please go to www.visitgrenadams.com

As we look to the future, there have been some major new industry and existing industry expansion announcements made recently. In particular, Milwaukee Tool and Highland Pellets, are major new industries representing a total investment of \$420 million dollars, the largest investments in Grenada's history and between the two will create over 1,400 jobs here. Existing industry expansions are on the horizon that will also add over 450 new jobs. This growth has brought numerous investors to Grenada looking at housing, retail development and lake development with several significant projects in the works. We are at the brink of a new era historically for Grenada that will impact our region as well as the State of Mississippi. Grenada Tourism needs to be prepared to complement all that is about to happen with our community for the future.

SCOPE OF SERVICES

1. Strategic Planning - The facilitation of organizational strategic objective development and creation of a tourism master plan with measurable and achievable organizational goals for the next 3-5 years.

- Identify the resources (staff, funding, management systems, partnerships, etc.) necessary to achieve the identified goals.
- Identify strengths, weaknesses, opportunities and threats faced by the GTC both inside the organization and out.
- Review of current mission, vision, and goals.
- Any other metrics your firm has used in similar situations.
- Development of the overall Strategic Plan document which outlines the process, the goals and the reporting metrics.
- The selected firm will provide consulting, research, report writing and presentation services to the GTC as part of the development of the Plan. The selected firm will present the final plan to the GTC Board of Directors and/or Community Leaders.
- The firm will interview and/or survey the GTC board, staff members and partners, city and county leaders and key stakeholders and influencers.

2. Visitor Profile Research – To develop an in-depth profile of Grenada visitors on weekdays and weekends, including segmentation beyond demographic data to help us better understand our visitors. The focus of the profile is both business and leisure travel. The completed profile will show the typical visitor to Grenada. The following data should be included in the visitor profile:

- Point of origin
- Reason for visiting
- Travel party characteristics
- Mode(s) of Transportation
- Length of stay
- Activities while visiting
- Visitor satisfaction
- Visitor Spending

- General Demographics

3. Gap Analysis and Research - Identify and assess gaps in the tourism, sports, nature, and cultural infrastructure to include identification of potential new or enhanced tourism demand generators and strategies to enhance attractions, events or assets to drive demand. Research should consider existing tourism assets in the area and what investments would drive the most demand to Grenada. This work would incorporate not only primary research but also feedback from leaders, major stakeholders, visitors and residents. The final product should guide the GTC on what capital investments it or the City or County of Grenada should make to grow the tourism market in Grenada.

4. Lodging Analysis— analysis of area lodging products including market mix, opportunities, issues and threats, and opportunities for growth during off-peak times.

5. Estimate of annual visitation- to Grenada County and an estimate of total room nights sold with methodology documented.

Conditions of Participation

1. Submittals in response to this request and respondents' participation in the process shall be at no cost or obligation to GTC. GTC reserves the right to, at any time, abandon or terminate its efforts to contract for any or all of said services without any obligation to any respondent.
2. Responses to this request and other materials submitted shall become the property of GTC and will not be returned.
3. Respondent shall not contact any GTC personnel or staff after this request has been advertised except to ask questions as specified below under "Respondent Questions." Such contact will be considered cause for disqualification.
4. GTC may waive any informalities or minor defects or reject any and all submittals in its sole discretion.
5. GTC reserves the right to reject any submittal if the evidence submitted by, or investigation of, such respondent demonstrates that such respondent or its subcontractors, in GTC's opinion, is not properly qualified to carry out the obligations of the Contract or to complete the Work contemplated therein.
6. All applicable laws, ordinances, and the rules and regulations of all governmental authorities having jurisdiction shall apply to the Contract throughout.
7. This Contract is being funded through a grant provided to GTC by the State of Mississippi as part its ARPA State and Local Fiscal Relief Fund (SLFRF) allocation received from the U.S. Treasury Department. The SLFRF program places numerous obligations on recipients and subrecipients which flow down to successful respondent. Each respondent is cautioned to carefully review the "Supplemental Terms" which are attached hereto as Exhibit A to ensure that all responsibilities and obligations are properly addressed. By responding to this RFQ, the respondent expressly agrees to the inclusion of these terms in the final written agreement that will be presented to the selected respondent for execution prior to start of work.
8. By executing a signature on the submittal, respondent certifies that:

- a. Neither the respondent, nor any of its team members, is currently debarred from submitting proposals or entering into contracts issued by any political subdivision or agency of the State of Mississippi or the Federal Government.
- b. No Federally appropriated funds have been paid or will be paid, by or on behalf of the respondent, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- c. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, respondent shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

No interpretation or clarification of the meaning of the proposal documents will be binding if made to any respondent orally. Every such request for clarification must be made by email, addressed to Gary Worsham at gworsham1950@gmail.com, designated as the centralized point of contact for this RFQ. Individual meetings are not permitted.

Written submissions to GTC requesting clarification or interpretation, GTC shall, if it deems necessary, provide clarification notices or addenda to said RFQ and GTC will attempt to notify via email all prospective respondents who have provided their contact information to GTC.

Assistance

The selected firm will receive assistance directly from the GTC's Executive Director in the form of documents, existing research, budgets, analytics and any items needed for the firm to complete a thorough assessment.

Collaborative RFP Response

In an effort to provide the best services and fee schedule, respondents may submit a response partnering with another qualified firm to complete the work requested under this RFQ. This may be done in an effort to both save costs and to expedite delivery of this plan. The lead firm should submit the RFQ response and detail any collaboration and qualifications of partners along with the rationale for a collaborative approach. The final delivered product should come from the lead firm, incorporating any collaborative efforts.

BILLING

The GTC limits invoicing to once per month. Each invoice should be on letterhead from the selected agency and include the month(s) for which payment is due as well as detail of work completed. Funding will come from federal ARPA dollars for Mississippi Tourism Recovery, II.

SUBMITTAL REQUIREMENTS & DELIVERABLES

To be considered, your response to this RFQ must include the following components, in this order and labeled accordingly:

- A. Statement of Qualifications** – Provide a written statement of your firm’s ability to meet the Scope of Work.
- B. Tourism Experience** – Detail your involvement in the tourism sector, particularly with DMO clients and industry affiliations.
- C. Organization, Ownership, and Management**
 - 1. Entity details and all trade names.
 - 2. Name of the organization’s principal officers and other owners.
- D. Organization’s Structure and Experience**
 - 1. An organizational chart.
 - 2. Employee count, including the breakdown of full-time, part-time, and contract workers.
 - 3. Brief history of the company, especially as it relates to work in the tourism sector.
 - 4. Summary of employees who will work on the account, including their name, title, a summary of qualifications, and their main role working with the GTC.
- E. Project Approach / Methodology** – Provide a short narrative describing agency’s approach/methodology to projects.
- F. Client Information** – Clientele summary and creative samples. Notate any travel/tourism clients.
- G. References** – Three current account references with contact names, email, and phone numbers.
- H. Conflict(s) of Interest** – Declare and provide details of any actual, potential, or perceived conflict(s) of interest. If there are none, clearly state this in the proposal.
- I. Budget** – Provide the agency’s hourly rate and/or estimated project fees up to \$60,000.

EVALUATION & SELECTION

The GTC will establish a committee to evaluate and rate all proposals based on the criteria prescribed.

SELECTION PROCESS

Proposals meeting all requirements will be evaluated by a committee and ranked based on the following criteria.

- Tourism Industry Experience [15%]
- Qualifications to Execute the Plan of Work, including Cost of Services [60%]
- References from Past Clients [10%]

- Evaluation of Prior Work

[15%]

The GTC will notify the winning proposer and all other proposers who were not selected. GTC's evaluations of proposals are confidential and as such, GTC is unable to respond to any questions and/or requests for information as to why a company was not selected.

After awarding the contract, the schedule will include a period of collaboration between the GTC and the selected agency to better define, elaborate upon, and update the agency's final Scope of Work.

DELIVERY REQUIREMENTS

All proposals should include a clear, concise narrative. Proposal format is open to presentation style but must include the aforementioned items. Links to work samples may be included, if needed, for size limitations. Submissions must be provided **electronically in PDF format** and sent to Gary Worsham, Executive Director, at gworsham1950@gmail.com with the **subject: "RFQ: Destination Market Analysis and Strategic Planning Services"** by **Friday, January 5th, 2024, at 5:00 p.m. CST.**

Submittals received in any manner not specifically set forth above will not be accepted. Submittals received after the deadline will not be considered. It is the responsibility of the respondent to ensure that the submittal is received by the specified deadline. The delivery date and time will be recorded upon receipt.

QUESTIONS

Email questions to Gary Worsham at gworsham1950@gmail.com.

Exhibit A- Supplemental Terms and Conditions:

SUPPLEMENTAL TERMS

(A) EQUAL OPPORTUNITY CLAUSE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) Contractor agrees to include the equal opportunity clause above in each of its nonexempt subcontracts.

(B) TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract or agreement.

(C) OTHER NON-DISCRIMINATION STATUTES. Contractor acknowledges that the Grenada Tourism Commission (GTC) is bound by and agrees, to the extent applicable to contractor, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds: The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability; Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal

financial assistance; The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(D) COPELAND ANTI-KICKBACK ACT.

(A) Contractor. Contractor agrees it shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The obligations thereunder include, but are not limited to, the requirement that contractor shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 C.F.R. Part 3 and 29 C.F.R. Part 5 during the preceding weekly payroll period. This statement shall include a "Statement of Compliance" executed by the contractor or by an authorized officer or employee of the contractor who supervises the payment of wages, and shall be on the back of Form WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Copies of WH 347 may be obtained from the Government contracting or sponsoring agency or from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The contractor shall comply with all other applicable "Anti-Kickback" regulations in 29 CFR Part 3 and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

(B) Subcontracts. The contractor shall insert in any subcontracts the clause above and such other clauses as the Department of Treasury may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(C) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(D) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) **Overtime requirements.** No contractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek. The contractor shall comply with all other applicable Contract Work Hours and Safety Standards Act regulations in 29 CFR

Part 5 and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph (F), the contractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor shall be liable for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph (F), in the sum of \$29 for each calendar day (or higher as provided by any subsequent federal regulations) on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in sub-paragraph (1) of this paragraph (F).
- (3) **Withholding for unpaid wages and liquidated damages.** The Department of Treasury or the GTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) **Appeal of withholding for unpaid wages and liquidated damages.** Any contractor aggrieved by the withholding of liquidated damages shall have the right to appeal to the Secretary of the Treasury or her designee. Any appeal shall be pursuant to the requirements and/or procedures contained in 29 CFR Part 3 or any other applicable regulations.
- (5) **Subcontracts.** The contractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (5) of this paragraph (D) and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (5) of this paragraph.

(E) RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.

- (1) **Standard.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the GTC wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Treasury. See 2 C.F.R. Part 200, Appendix II(F).

(2) **Applicability.** This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as federal awards under these programs do not meet the definition of “*funding agreement*.”

(3) **Funding Agreements Definition.** The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

(F) ENVIRONMENTAL COMPLIANCE.

(1) **Standard.** Contractor agrees that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor agrees that it will report all violations to the U.S. Department of the Treasury and the Regional Office of the Environmental Protection Agency (EPA).

(2) **Applicability.** This requirement applies to contracts awarded by the GTC of amounts in excess of \$150,000 under a federal grant.

(I) DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the GTC. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the GTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(J) PROCUREMENT OF RECOVERED MATERIALS. Contractor agrees that it will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the requirements of which include:

(1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;

(2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and

(3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

Contractor agrees and acknowledges that it is prohibited from obligating or expending loan or grant funds to:

(1) procure or obtain;

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

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

The prohibition in this section includes (a) telecommunications or video surveillance services provided by such entities listed above or using such equipment; and (b) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) DOMESTIC PREFERENCES FOR PROCUREMENTS. Contractor agrees, to the greatest extent practicable under this contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Contractor further agrees that the requirements of this subsection must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this subsection: (1) “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (2) “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(M) MISSISSIPPI EMPLOYMENT PROTECTION ACT. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session, codified as Miss. Code Ann. § 71-11-1, *et seq.*) and will register and participate in the status verification system for all newly hired employees. 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 and, upon request of the State, to provide a copy of each such verification to the State. Subrecipient and contractor further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject contractor to the following: (a) termination of this contract and ineligibility for any state or public contract in Mississippi for up to 3 years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to contractor by an agency, department or government entity for the right to do business in Mississippi for up to 1 year, or (c) both. 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.

(N) BIDS FOR PUBLIC WORKS PROJECTS UTILIZING FUNDS RESULTING FROM A FEDERALLY DECLARED DISASTER.

Pursuant to Mississippi Code Annotated § 31-5-37, all contractors submitting bids for public works projects that involve an expenditure of Five Thousand Dollars (\$5,000.00) or more and that are financed, in whole or in part, through the use of funds received by state or local governmental entities resulting from a federally declared disaster shall submit with their bid a certification that they will comply with the provisions of this section if they are awarded a contract. Contractor therefore agrees that it shall submit to the GTC and the Mississippi Department of Employment Security an employment plan within seven (7) days after the award of this Contract which shall include the following:

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

Further, contractor agree that, from the date written notice of the contract award is received and until ten (10) business days after the receipt of the employment plan by the Mississippi Department of Employment Security, contractor shall not hire any personnel to fill vacant positions necessary for this public works project except residents of the State of Mississippi who are to be verified by the

Mississippi Department of Employment Security and/or those qualified individuals who are submitted by the Mississippi Department of Employment Security. For purposes of this subsection, the contractor is authorized to employ Mississippi residents to begin work immediately, and such persons are to be verified by the Mississippi Department of Employment Security after employment by the contractor. During the ten-day period the Mississippi Department of Employment Security shall submit qualified individuals to the contractor to consider for the vacant positions. The contractor shall review the individuals submitted by the department before hiring individuals who are not submitted by the department. The contract award shall be vacated if the contractor fails to comply with the provisions of this subsection.

(O) RECORDS. Financial records, supporting documents, statistical records, and all other contractor records pertinent to this contract must be retained for a period of three years from the date of submission of the final expenditure report by the GTC to the U.S. Department of Treasury. The only exceptions to the requirements listed above in this subsection are contained in 2 C.F.R. § 200.334. All financial information and data relevant to this contract or any work performed thereto shall be compiled and maintained in accordance generally accepted accounting principles and practices consistently applied in effect on the date of execution of this contract or any subcontract thereunder. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission for any negotiated subcontract or change order and a copy of the cost summary submitted to the GTC.

(P) ACCESS TO RECORDS.

(1) Contractor agrees to allow the GTC, the U.S. Department of Treasury, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the Contract or the Coronavirus State Fiscal Recovery Fund and the Coronavirus State and Local Fiscal Recovery Fund established under the American Rescue Plan Act for the purpose of making audits, examinations, excerpts, and transcriptions. The rights of access in this subsection are not limited to the required retention period but last as long as the records are retained.

(2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the Secretary of the Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the GTC and the contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S. Department of Treasury or the Comptroller General of the United States.

(Q) PUBLICATIONS. Any publications produced with funds from this award must display the following language: “This project [*is being*] [*was*] supported, in whole or in part, by federal award number [*enter project FAIN*] awarded to [*name of Recipient*] by the U.S. Department of the Treasury.”

(R) INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

(S) REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), contractor is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

(T) CHANGES

(1) **Standard.** To be eligible for assistance under the GTC's federal award, grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

(2) **Applicability.** Treasury recommends, therefore, that the GTC include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

(U) DEPARTMENT OF TREASURY SEAL, LOGO, AND FLAGS. The contractor shall not use the Department of Treasury seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Treasury's pre-approval.

(V) COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. This is an acknowledgement that the Department of Treasury's financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, Department of Treasury policies, procedures, and directives.

(W) NO OBLIGATION BY FEDERAL GOVERNMENT. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the GTC, contractor, or any other party pertaining to any matter resulting from the contract.

(X) PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

(Y) MINORITY AND WOMEN BUSINESS ENTERPRISES. Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), when applicable. Accordingly, the contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

(1) Including qualified women's business enterprises and small and minority businesses on solicitation lists;

- (2) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- (3) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- (4) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business; and
- (5) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and/or the Mississippi Procurement Technical Assistance Program (<https://mscpc.com>).

(Z) CONFLICTS AND INTERPRETATION.

- (1) To the extent that any portion of these Supplemental Terms conflicts with any term or condition of this contract expressed outside of these Supplemental Terms, the Supplemental Terms shall govern.
- (2) The term "contractor" as used in these Supplemental Terms shall also include any subcontractors that contract with a contractor and whose contract for goods and/or services is funded in whole or in part by a federal grant award.

(AA) REMEDIES

- (1) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(BB) TERMINATION FOR CAUSE AND CONVIENCE

- (1) All contracts in excess of \$10,000 are subject to termination for cause and for convenience by the GTC, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B)
- (2) This requirement applies to all federally funded grant and cooperative agreement programs.

(CC) ANTI-LOBBYING AMENDMENT. Contractor certifies, to the best of its knowledge and belief that:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the contractor shall complete and submit OMB Standard Form LLL, Disclosure of Lobbying Activities in accordance with its instructions.

- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The contractor, _____ , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date