



AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009



ENHANCING STATE GOVERNMENT ENERGY ASSURANCE CAPABILITIES AND PLANNING FOR SMART GRID RESILIENCY

REQUEST FOR PROPOSALS

RFP #EN07272010

Publish Date: July 8, 2010
Due Date: July 27, 2010

**Mississippi Development Authority
501 North West Street
Jackson, Mississippi 39201**

I. OVERVIEW

INVITATION

The Mississippi Development Authority – Energy Division (MDA-ED) requests proposals from qualified individuals or firms to develop new, or refine existing plans to integrate new energy portfolios (renewable, biofuels, etc.) and new applications such as Smart Grid and Cyber Security technology into energy assurance and energy emergency preparedness response plans and coordinate training exercises on the revised plans. Proposals, subject to the conditions herein and attached hereto, will be received at 501 North West Street, Woolfolk State Office Building, Suite 1500, Jackson, MS 39201 until July 27, 2010 at 3:00 P.M. Central Time.

The successful Proposer must be able to begin development and implementation of the program **no later than 30 days after notification from MDA-ED to proceed in order to meet target timelines.**

PURPOSE

The American Recovery and Reinvestment Act (ARRA or the Recovery Act), passed by Congress in February 2009, includes investments to facilitate recovery from disruptions to the energy supply, enhance the reliability of the energy supply and allow for quicker repair of outages. The Mississippi Development Authority, Energy Division, acting as the State Energy Office, will allot approximately \$413,000 in ARRA funding from the U. S. Department of Energy (DOE) under the Funding Opportunity Announcement (FOA) Recovery Act – Enhancing State Government Energy Assurance Capabilities and Planning for Smart Grid Resiliency (EAP). Projects under this RFP will be funded under ARRA.

The State of Mississippi recognizes vulnerabilities to a wide range of emergencies, which include natural, man-made and technological disasters which pose a threat to life, health and the safety of Mississippi's citizens. These emergency events can destroy property, disrupt energy supplies and other services that are critical to the State's economic growth, security, and various energy infrastructure systems. It is incumbent upon the State to develop and keep current energy assurance plans and promote preparedness, response, recovery and mitigation capabilities. Better planning efforts will help contribute to the resiliency of the energy sector, including the electricity grid, by focusing on the entire energy supply system, which includes refining, storage, and distribution of fossil and renewable fuels.

The project will focus on building regional energy assurance capability to allow States to better coordinate and communicate statewide and with one another on energy security, reliability, and emergency response issues.

PROJECT BACKGROUND

On August 13, 2009, MDA-ED received an allocation of ARRA funds from DOE to address the following activities:

- Create in-house expertise at the State level on energy assurance planning and resiliency, focusing on Smart Grid applications and vulnerabilities, critical infrastructure interdependencies, cyber security, energy supply systems, energy data analysis, and communications.

- Develop new, or refine existing Energy Assurance Plans to incorporate response actions to new energy portfolios, including Smart Grid technologies.
- Revise appropriate State policies, procedures and practices to reflect the Energy Assurance Plans. States should append the Energy Assurance Plan to the State Energy Plan, as appropriate.
- Develop and initiate a process or mechanism for tracking the duration, response, restoration and recovery time of energy supply disruption events.
- Train appropriate personnel on energy infrastructure and supply systems and the content and execution of energy assurance plans.
- Conduct energy emergency exercises (intra and interstate) to evaluate the effectiveness of the energy assurance plans.

DOE has divided program objectives into five (5) tasks:

Task 1.0: Project Management Plan (Attachment A)

Submitted to DOE 10/5/09; Approved 11/24/09

Task 2.0: Workforce Development Plan (Attachment B)

Submitted to DOE 11/11/09; Approved 11/16/09

Task 3.0: Energy Assurance Planning

Due February 13, 2011 (18 months after the award date from DOE) and revised if necessary following the energy assurance exercises (see Task 5.0). A final Energy Assurance Plan will be produced at the completion of the performance period.

Task 4.0: Energy Supply Disruption Tracking Process

Due August 13, 2010 (one year after the award date from DOE). (In progress with MDA-ED)

Task 5.0: Energy Assurance Exercises

Subtask 5.1 – Intra-State Training/Exercise

Training/exercise must be completed on or before August 13, 2011 (24 months after the award date from DOE), with an after-action report delivered 30 days following the exercise.

Subtask 5.2 – Inter-State/Regional Training/Exercise

Training/exercise must be completed on or before February 13, 2012 (30 months after the award date from DOE), with an after-action report delivered 30 days following the exercise.

TERMS AND CONDITIONS FOR PROPOSALS

MDA-ED is seeking proposals from qualified individuals or firms interested in developing and amending Mississippi’s Energy Assurance Plan (EAP) and coordinating training of key stakeholders (Energy Assurance Specialists) on the revised plan. This RFP is issued in accordance with the requirement of Title 33, Chapter 15, Section 1-3 of Mississippi Annotated Code of 1972. This RFP is not an offer to contract, but seeks the submission of proposals from interested professional service providers that may form the basis for negotiation of a professional service contract. Specific terms and requirements in this RFP may be waived or modified by MDA-ED as it deems necessary or appropriate. The Energy Division has no liability

for any cost incurred by a prospective provider for the preparation and production of a proposal or for any work performed prior to the issuance of a contract.

All proposed activities must meet DOE and MDA-ED standards and regulations (including, at a minimum, those listed in this RFP as well as those listed in the ARRA compliance attachments accompanying this RFP), as well as applicable State and local requirements. MDA will review all proposals to ensure that they are in compliance. If selected, MDA will then negotiate a contract/agreement with the Proposer to execute the activity. MDA will then fund the project through the ARRA funding. ***A commitment of federal assistance will only occur after satisfactory completion of developed plan (s) to include after-action report of exercised plans.***

Required Deliverables:

MDA-ED intends to develop new energy emergency response plans and revise existing ones that address, at a minimum, Smart Grid applications and vulnerabilities, critical infrastructure interdependencies, cyber security, energy supply systems, energy data analysis, and communications. Priorities for this program should be developing and/or revising the State's Energy Assurance Plan (EAP); tracking data for use before, during and after emergencies; and training stakeholders from within the state and neighboring jurisdictions.

MDA-ED expects to have the following milestones addressed and completed: update the Emergency Electrical Procedures to reflect the role of the Independent System Operators, Regional Transmission Organizations and emergence of the Smart Grid; address cyber security vulnerabilities in the petroleum, natural gas and electricity sectors; update the natural gas emergency curtailment plans and procedures; develop and prepare a petroleum shortage response plan; (i.e., Strategic Petroleum Reserve-SPR, Petroleum Set-Aside Plan); and integrate the preceding plans into the Mississippi Comprehensive Emergency Management Plan.

Update energy emergency communication plans and contact list, where needed; and refine existing capabilities into a more cogent energy supply disruption tracking system.

Discuss the process for EAP development and implementation; train State and local personnel on the State's EAP; promote interagency/organizational involvement; and track data for use before, during and after emergencies in detail.

Proposer should address the following in their narrative: a willingness to use the State Energy Assurance Guidelines in the coordination and planning efforts and offer suggestions for improvement of the EAP; address the potential impact of the Internet, computer-dependent energy controls (e. g., Supervisory Control and Data Acquisition systems (SCADA) and related cyber protection protocols that can affect the continuity of energy delivery;

and address the potential role of energy alternatives (e. g. Smart Grid technology, biofuels, combined heat and power, wind and solar power) for reducing the State's vulnerability during energy shortages for enhancing the State's energy use for resiliency.

A commitment to involve representatives of the State homeland security officials, emergency management officials, public service commission/public utility staff, other State agencies, and natural gas and electric utilities; and develop innovative activities to support cooperative inter-organizational (public-private sector) mechanisms, processes, and protocols required for energy assurance and resiliency planning, coordination and communication.

Define the relationship among key interdependent agencies, companies and stakeholders; provide an account of how the planning process would be coordinated around the State; describe how appropriate State policies, procedures and practices would be revised to reflect the Energy Assurance Plans; and describe the manner in which the preceding plans would be integrated into Mississippi Comprehensive Emergency Management Plan.

Describe the methods/strategies used to train State and local personnel on energy infrastructure and supply systems, and the content and execution of the energy assurance plan; describe the type of tracking mechanism that would be used to monitor the data before, during and after an emergency; describe the energy emergency exercises (intra and interstate) that must be conducted to evaluate the effectiveness of the EAP (Proposers may use DOE table top exercise tools for the intrastate exercise; for interstate exercises, the Proposer will use a DOE location to evaluate the effectiveness of the EAP plan); coordinate with MEMA to conduct an intrastate exercise to evaluate the effectiveness of the EAP; and describe the training workshops for State and local personnel to become familiar with the new State EAP.

The Proposer will provide reimbursement to participants for travel to workshops/seminars/exercises and training sites.

Eligible Proposers:

Any qualified individual or firm with five (5) years of prior energy emergency preparedness response plan development.

The Proposer must be in good standing with federal, State, county and participating municipal governments.

Contract Type:

The MDA-ED is soliciting for a firm fixed price contract.

Contract Term:

MDA-ED anticipates awarding a contract with the successful Proposer in September 2010 and concluding

after close-out and final reporting, or on March 31, 2012, whichever comes first.

Personnel:

Each organization submitting a proposal under this RFP shall have demonstrable knowledge, skills and experience as it relates to the required work. The proposal must identify all persons that will be employed in the proposed work by skill and qualifications and identify key personnel by name and title and provide a resume for each.

Subcontractors must be listed, including the firm name and address, contact person, and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

References for the lead contractor and any subcontractors included in the proposal should be provided.

ARRA Requirements:

The Proposer must agree to comply with all terms and conditions in the American Recovery and Reinvestment Act of 2009 to include governance, accountability, transparency, data collections and resources as specified in the Act and DOE guidance. MDA-ED will ensure full compliance with these provisions. The successful Proposer will be required to submit any information required by MDA-ED to fulfill monthly or quarterly reporting requirements set forth by the U.S. Department of Energy (DOE) or the Office of Management and Budget (OMB).

If the Proposer has multiple ARRA projects running concurrently, please note that all tracking and reporting of ARRA funds must be separate to meet the reporting requirements of the Recovery Act and related guidance. Separate financial records will also be required, and all jobs created or retained for organizations with multiple ARRA awards must be reported on a percentage basis as to the time spent by that individual on each program.

Federal Registration Requirements: The Proposer must meet the following two federal registration requirements:

- 1) Obtain a Dun & Bradstreet Universal Numbering System (DUNS) number. Visit: <http://fedgov.dnb.com/webform> or call 1-866-705-5711 and follow the prompts.
- 2) Registration in the Central Contractor Registry (CCR). Visit: www.ccr.gov. All information must be current and include a ZIP code +4.

II. PROPOSAL INSTRUCTIONS

Written proposals shall contain the following minimum information--

All proposals must demonstrate the ability to expend the funds and develop/create or revise the Mississippi Energy Emergency Plan within the proposed timeframe.

The proposal package should include the following forms and exhibits prepared by the Proposer:

1. Detailed Plan Narrative giving as much detail as is practical explaining how the services will be performed
2. Detailed Budget Narrative
3. Readiness to Proceed
 - Must demonstrate ability to begin the project within 30 days
4. Schedule of Activities
 - Must include timelines, major milestones, and major deliverables
5. The abilities, qualifications and experience of all persons who would be assigned to provide the required services, as reflected on resumes
6. A listing of other contracts under which services similar in scope, size or discipline to the required services were performed or undertaken within a previous period of time, as specified in the RFP
7. Sub-contractors' resumes, if applicable
8. Sub-contractors' prior resumes, if applicable
9. The name of the offeror, the location of the offeror's principal place of business and, if different, the place of performance of the proposed contract
10. The age of the offeror's business and average number of employees over a previous period of time, as specified in the RFP
11. ARRA Certification Form (Attachment C)
12. RFP ARRA Submission Form

Detailed Plan Narrative

The Detailed Plan Narrative must include the following:

- Describe in narrative form the plan for accomplishing the tasks outlined in this RFP, including technical approaches and an explanation of why the proposed approach is superior to other approaches.
- Describe the monitoring interface and analytical capabilities; describe data collection techniques and all technical requirements needed to ensure accurate, secure, and timely collection of data; and describe the ability to track data for use before, during and after emergencies.
- Indicate the number of hours allocated to each task for each project and which individual will complete the tasks. Also include an explanation of why the number of hours proposed is both necessary and sufficient to complete the task.
- Provide statements and discussion of anticipated major difficulties and problem areas, with potential or recommended approaches for their solution.
- Include a scheduling proposal and work plan specifying the date upon which the Proposer would be ready to commence work, and any other appropriate scheduling of

specific tasks. Also, provide an explanation of all known or probable scheduling constraints, or limitations on staff availability, within timeframe of the project.

Successful Proposer must be able to begin development and implementation of the program **no later than 30 days after notification from MDA-ED to proceed in order to meet target timelines.**

Detailed Budget Narrative

The Detailed Budget Narrative must include narrative information regarding the following:

- Personnel (position titles, hourly rates, estimated hours of service)
- Travel (include mileage rate, lodging, etc.)
- Supplies & Materials
- Other (e.g. writing, printing, training cost)
- Any subcontract costs
- Total estimated budget

III. EVALUATION PROCEDURE

MDA-ED will review each proposal to determine if the Proposer has the capacity in place to successfully administer this project under the Enhancing State Government Energy Assurance Capabilities and Planning for Smart Grid Resiliency grant program. MDA-ED may make reasonable investigations deemed necessary and proper to determine the ability of the Proposer to perform the activity, and the Proposer shall furnish to MDA-ED all information for this purpose. MDA-ED reserves the right to reject any proposal if the evidence submitted by, or investigation of the Proposer fails to satisfy MDA-ED that the Proposer is properly qualified to carry out the obligations of the contract and to complete the activity described therein. Submission of an RFP response does not constitute or imply an award. Evaluation of the Proposer’s qualifications shall include:

1. The ability, capacity, skill, financial, and other necessary resources to perform the proposed activity;
2. The ability of the Proposer to perform the work or provide the activity promptly or within the time specified, without delay or interference;
3. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer; and
4. The quality of performance of previous contracts or activities.

Evaluation of proposals shall be based on the following specific factors:

Evaluation Factor	Importance
Feasibility Analysis <i>Submission of a justified budget; ability to comply with Generally Accepted Accounting Practices (GAAP) governing the use of federal funds.</i>	Important
Approach and Methodology <i>The extent to which the proposal includes a well-conceived strategy for addressing the program goals and objectives; and the degree to which the proposal demonstrates a sound methodology and approach and includes definitive goals.</i>	Very Important
Work Plan <i>The degree to which the proposal concept demonstrates specific tasks to achieve stated goals and a schedule to complete the work proposed; the degree to which the proposal demonstrates the efficient use of resources, including any travel, training costs, and time required by key stakeholders; and the degree to which the proposal indicates understanding of and willingness to comply with ARRA requirements.</i>	Critical
Readiness to Proceed <i>Ability to begin the project within 30 days of award; and inclusion of a project timeline that includes major milestones, major deliverables, and completion dates.</i>	Very Important
Proposer Past Experience and Capacity <i>Statements of Proposer’s current workload; resumes for all team members; prior experience working with federal, State and local government; and references from other governmental entities where energy emergency plans were developed.</i>	Very Important
Pricing	Important

ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS REQUEST SHALL BE IN WRITING. PROPOSERS MAY DESIGNATE THOSE PORTIONS OF THE PROPOSALS WHICH MAY CONTAIN TRADE SECRETS OR OTHER PROPRIETARY DATA WHICH MAY REMAIN CONFIDENTIAL IN ACCORDANCE WITH SECTION 25-61-9 AND 79-23-1 OF THE MISSISSIPPI CODE.

DISCUSSIONS WITH OFFERS

The MDA-ED may conduct discussions with offerors who submit proposals determined to be reasonably susceptible of being selected for award; however, proposals may also be accepted without such discussions.

MINIMUM EFFECTIVE PERIOD OF PROPOSAL

All proposals are required to remain in effect for at least 6 months from the date submitted to MDA-ED for review. This should be taken into account during budget preparations.

REJECTION OF PROPOSALS

Proposals that do not conform to the requirements set forth in this RFP may be rejected by MDA-ED. Proposals may be rejected for reasons that include, but are not limited to, the following:

- A. The proposal contains unauthorized amendment to the requirement of the RFP;
- B. The proposal is conditional;
- C. The proposal is incomplete or contains irregularities which make the proposal indefinite or ambiguous;
- D. The proposal is not received by the deadline;;
- E. The proposal is not signed by an authorized representative of the party; or
- F. The proposal contains false or misleading statements or references.

ACCEPTANCE OF PROPOSALS

MDA-ED reserves the right, in its sole discretion, to waive minor irregularities in proposals. A minor irregularity is a variation of the RFP, which does not affect the funding request, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of MDA-ED. Waivers, when granted, shall in no way modify the RFP requirements or excuse the party from full compliance with the RFP specifications and other contract requirements, if the party is awarded the contract.

DISPOSITION OF PROPOSALS

All submitted proposals become the property of MDA-ED.

RFP DOES NOT CONSTITUTE ACCEPTANCE OF OFFER

The release of the RFP does not constitute an acceptance of any offer, nor does such release in any way obligate MDA-ED to award funds. MDA-ED reserves the rights to accept, reject, or negotiate any or all offers on the basis of the evaluation criteria contained within this document. The final decision to award funds to any party rests solely with MDA-ED.

EXCEPTIONS AND DEVIATIONS

Proposers taking exceptions to any part or section of the solicitation shall indicate such exceptions on the proposal and shall be fully described. Failure to indicate any exception will

be interpreted as the Proposer's intent to comply fully with the requirements as written. Conditional or qualified Proposers, unless specifically allowed, shall be subject to rejection in whole or in part.

NONCONFORMING TERMS AND CONDITIONS

A proposal that includes terms and conditions that do not conform to the terms and conditions in the RFP is subject to rejection as non-responsive. MDA-ED reserves the right to permit the Proposer to withdraw nonconforming terms and conditions from its proposal prior to a determination by MDA-ED of non-responsiveness based on the submission of non-conforming terms and conditions.

EXPENSES INCURRED IN PREPARING OFFERS

MDA-ED accepts no responsibility for any expense incurred by the Proposer in the preparation and presentation of an offer. Such expenses shall be borne exclusively by the Proposer.

ADDITIONAL INFORMATION

Questions concerning the RFP document must be submitted in writing to Mississippi Development Authority, Attn: Energy Assurance Planning RFP #EN07272010, 501 North West Street, Woolfolk Building, Suite 1500, Jackson, MS 39201 or via e-mail at procurement@mississippi.org. Questions will be received through July 15, 2010 at 12:00 P.M. Central Time. Proposers are cautioned that any statements made by the contact person that materially change any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to this RFP.

ACKNOWLEDGEMENT OF AMENDMENTS

Proposers shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the proposal, by identifying the amendment number and date in the space provided for this purpose on the proposal form, or by letter. The acknowledgement must be received by MDA-ED by the time and at the place specified for receipt of proposals.

DEBARMENT

By submitting a proposal, the Proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or the Federal government and that it is not a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Mississippi or the Federal government.

PROPOSAL SUBMISSION INSTRUCTIONS

The original and five (5) copies of the proposal and all attachments shall be signed and submitted in a sealed envelope or package to: Mississippi Development Authority, Attn: Mike McCollough/Lynn Johnson Burris, American Recovery and Reinvestment Act RFP #EN07272010, 501 North West Street, Woolfolk Building, Suite 1500, Jackson, MS 39201. The envelope or package shall be marked "Attn: Energy Assurance RFP" in the lower left hand corner. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

The following response format shall be used for all submitted proposals:

- I. **Management Summary:** Provide a cover letter indicating the underlying philosophy of the firm in providing the service.
- II. **Proposal:** Describe in detail how the service will be provided as described in Section II of the RFP.
- III. **Corporate experience and capacity:** Describe the experience of the firm in providing the service, give number of years that the service has been delivered, and provide a statement on the extent of any corporate expansion required to handle the service. Identify the specific project manager or equivalent to be assigned to this program.
- IV. **Personnel:** Attach resumes of all individuals to be involved in the delivery of service—from principals to field technicians—that include their experience in this area of service delivery. Indicate the level of involvement by principals of the firm in the day-to-day operation of the contract.
- V. **References:** Give at least three (3) references for contracts of similar size and scope, including at least two (2) references for current contracts or those awarded during the past three years. Include the name of the organization, address, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible contact person. Employees and outsourcing contracts may not be listed as references.
- VI. **Acceptance of Conditions:** Indicate any exceptions to the Contract Terms and Conditions of the RFP document and to insurance requirements listed.
- VII. **Additional Data:** Provide any additional information that will aid in evaluation of the response.
- VIII. **Cost Data:** Estimate the annual and total cost (price) of the service. Cost data submitted at this stage is not binding and is subject to negotiation, if your firm is chosen as a finalist. Include the number of personnel proposed to be assigned to the contract and include the budget data requested in Section II of the RFP.
- IX. Include a signed MDA ARRA Certification Form (Attachment C).
- X. Include a signed MDA ARRA Proposal Submission Form.

PROPOSAL ACCEPTANCE PERIOD

Proposals must be received no later than 3:00 P.M. Central Time on July 27, 2010. Timely submission of the proposal is the responsibility of the Proposer. Offers received after the specified time shall be rejected and returned to the Proposer unopened; there will be no exceptions for any reason. Each page of the proposal and all attachments shall be identified with the name of the Proposer.

Milestone	Date
Release of RFP	July 8, 2010
Deadline for Proposers to submit written questions to MDA	July 15, 2010 12:00 pm CST
Deadline for MDA to respond to questions submitted by Proposers	July 20, 2010
Proposals Due on	July 27, 2010 3:00 pm CST
Selection of Finalist	September 2010

CONTACT INFORMATION

Inquiries regarding this Request for Proposal must be mailed to:

Mississippi Development Authority
Attn: Mike McCollough/Lynn Johnson Burris
Energy Assurance Planning RFP #EN07272010
P.O. 849
Jackson, MS 39205-0849

Or

501 North West Street
Woolfolk Building, Suite 1500
Jackson, MS 39201

Proposals and attachments must be submitted to:

Mississippi Development Authority
Attn: Mike McCollough/Lynn Johnson Burris
Energy Assurance Planning RFP #EN07272010
P.O. 849
Jackson, MS 39205-0849

Or

501 North West Street
Woolfolk Building, Suite 1500
Jackson, MS 39201

Contract Terms and Conditions

By submitting a written, signed proposal in response to this RFP, the Proposer agrees to be bound by all of the following Terms and Conditions, which will be incorporated into the final contract document between the parties. The term "Authority" used throughout these 31 Contract Terms and Conditions shall be defined as the Mississippi Development Authority.

1. Notices--All notices required or permitted to be given under this Contract must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any changes of address.

For the Contractor:

Name, Title, Address, City, State, Zip

For the Authority:

Motice Bruce, Energy Division Director, Mississippi Development Authority, 501 N. West Street, 6th Floor, Jackson, MS 39201.

2. Termination for Default Clause--If, through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the Authority will thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination. In that event, any furnished or unfurnished documents, data, studies, surveys, drawings, maps, models, photographs, reports, or other materials prepared by the Contractor under this Contract will, at the option of the Authority, become the Authority's property. The Contractor will be entitled to receive just and equitable compensation for any satisfactory work completed and delivered under the terms of this Contract.

Notwithstanding the above paragraph, the Contractor will not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of this Contract by the Contractor, and the Authority may withhold any payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the Authority from the Contractor is determined.

3. Termination for Convenience Clause--

1. *Termination.* The Procurement Officer of the Authority may, when the interests of the Authority so require, terminate this Contract in whole or in part, for the convenience of the Authority. The Procurement Officer shall give written notice of the termination to the Contractor specifying the part of the Contract terminated and when termination becomes effective.
2. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work, and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the Authority. The Contractor must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so. The Contractor shall be entitled to compensation for services performed up to the date of termination, and authorized and accepted by the Authority.

4. 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.
5. Change in Scope of Work--The Authority may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the Contract. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor, or other adjustments to the Contract, unless such changes or adjustments have been made by written amendment to the Contract signed by the Authority and the Contractor.

If the 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 the Contractor, the Contractor must immediately notify the Authority in writing of this belief. If the Authority believes that the particular work is within the scope of the Contract as written, the Contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the Scope of Services.

6. Anti-Assignment/Subcontracting--The Contractor acknowledges that it was selected by the Authority to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract or otherwise transfer this Contract in whole or in part without the prior written consent of the Authority, which the Authority 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 Authority of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the Authority in addition to the total fixed price agreed upon in this Contract. Subcontracts shall be subject to the terms and conditions of this Contract and to any conditions of approval that the Authority may deem necessary. Subject to the foregoing, this Contract shall be binding upon the respective successors and assigns of the parties.
7. Interest of the Contractor and the Contractor's Employees--The Contractor covenants that neither it nor its employees presently have any interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract, no person having such interest will be employed.
8. Confidential Information--"Confidential Information" shall mean (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential, and (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Authority and any other information designated in writing as confidential by the Authority. Each party to this Contract agrees to protect all confidential information provided by one party to the other; to treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or federal law and, 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 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 the Contractor or its Subcontractors shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its Subcontractors without the express

written approval of the Authority shall result in the immediate termination of this Contract.

9. Officials Not to Benefit--No member of or delegate to the Congress of the United States of America, and no Resident Commissioner will be admitted to any share or part thereof or to any benefit to arise here from.
10. Ownership of Documents and Work Papers--The Authority 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 the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to Authority upon termination or completion of this Contract. The foregoing notwithstanding, the 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 Authority and subject to any copyright protections.
11. Record Retention and Access to Records--Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Authority or any duly authorized representatives, shall have unimpeded, prompt access to any of the 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. The Contractor shall retain all records related to this Contract for three (3) years after final payment is made under this Contract and all pending matters are closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three (3) 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 three (3) year period, whichever is later.
12. Personnel--The Contractor represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel will not be employees of, or have any contractual relationship with the Authority. All of the services required hereunder will be performed by the Contractor under its supervision, and all personnel engaged in the work will be fully qualified and will be authorized or permitted under State and local law to perform such services.
13. Right to Inspect Facility--The Authority may at reasonable times, inspect the place of business of a Contractor or any Subcontractor, which is related to the performance of any contract awarded by the Authority.
14. Disputes--Any dispute concerning a question of fact under this Contract, which is not disposed of by agreement of the parties, shall be decided by the Executive Director of the Authority or his designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute breach under the terms of this Contract. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.
15. Waiver--No delay or omission by either party to this Contract 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. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or

condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.

16. 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 Contract 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.
17. Applicable Law--The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions and, any litigation with respect thereto shall be brought in the courts of the State. The Contractor shall comply with applicable federal, State and local laws and regulations.
18. Compliance with Laws--The Contractor understands that the Authority 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, or any other consideration made unlawful by federal, State or local laws. All such discrimination is unlawful and the Contractor agrees during the term of this Contract that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now exists and as may be amended or modified.
19. Representation Regarding Contingent Fees--The 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 fees, except as disclosed in the Contractor's bid or proposal.
20. Representation Regarding Gratuities--The bidder, offeror, or 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.
21. Procurement Regulations--The Contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection.
22. Availability of Funds--It is expressly understood and agreed that the obligation of the Authority to proceed under this Contract 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 Contract are, at anytime, 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 the Authority, the Authority shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost or expenses to the Authority of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
23. Indemnification--To the fullest extent allowed by law, the Contractor will indemnify, defend, save and hold harmless, protect, and exonerate the State of Mississippi and the

Authority from and against all claims, demands, liabilities, suits, actions damages, losses, and any costs related thereto, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees resulting from any negligent acts or misconduct of the Contractor, its agents, or employees.

24. 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 Authority and the Contractor. The 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 Authority or the Contractor on the basis of draftsmanship or preparation hereof.
25. Oral Statements--No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Contract. The Authority must make all modifications to the Contract in writing.
26. Third Party Action Notification--Contractor shall give the Authority prompt notice in writing of any action or suit filed, and prompt notice of any claim against the Contractor by any entity that may result in litigation related in any way to this Contract.
27. Independent Contractor Status--The 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 Authority. Nothing contained herein shall be deemed or construed by the Authority, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Authority and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Authority or the Contractor hereunder, creates or shall be deemed to create a relationship other than the independent relationship of the Authority and the Contractor. Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Authority. Neither the Contractor nor its employees shall, under any circumstances, be considered servants, agents, or employees of the Authority; and Authority shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The Authority shall not withhold from the contract payments to the Contractor any federal or Mississippi unemployment taxes, federal or Mississippi income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the Authority shall not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the State of Mississippi for its employees.
28. Stop Work Order--
 1. Order to Stop Work. The Procurement Officer of the Department, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs

allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Procurement Officer shall either: (a) cancel the stop work order; or (b) terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this Contract.

2. Cancellation or Expiration of the Order. If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if: (a) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and (b) the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
 3. Termination of Stopped Work. If a stop work order is not cancelled 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.
 4. Adjustments of Price. Any adjustment in Contract price made pursuant to this clause shall be determined by mutual consent of the parties.
29. *Certification of Independent Price Determination*--The proposer certifies that the prices submitted in response to this solicitation have been arrived at independently and without - for the purpose of restricting competition - any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or methods or factors used to calculate the prices bid.
30. The State requires the Contractor to submit invoices electronically throughout the term of this Contract. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees the State is exempt from the payment of taxes. All payments shall be in United States currency.
31. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq. of the Mississippi Code Annotated (Supp 2008), 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 and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor further represents and

warrants 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 three (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 one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

Exhibit __

Reporting and Registration Requirements Under Section 1512 of the American Recovery and Reinvestment Act of 2009.

The recipient¹ agrees to the following reporting and registration requirements of Section 1512 of the American Recovery and Reinvestment Act and in accordance with 2 CFR § 176.50, if applicable:

(a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.

(b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.

(c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration (<http://www.ccr.gov>) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (<http://www.dnb.com>) is one of the requirements for registration in the Central Contractor Registration.

(d) The recipient shall report the information described in section 1512(c) of the Recovery Act using the reporting instructions and data elements that will be provided online at <http://www.FederalReporting.gov> and ensure that any information that is pre-filled is corrected or updated as needed.

(e) The contractor shall ensure that all subcontracts and other contracts for goods and services for an ARRA-funded project have the mandated provisions of this directive in their contracts. Pursuant to title XV, Section 1512 of the ARRA, the State shall require that the contractor provide reports and other employment information as evidence to document the number of jobs created or jobs retains by this contract from the contractor's own workforce and any sub-contractors. No direct payment will be made for providing said reports, as the cost for same shall be included in the various items in the contract.

¹ As used here and hereafter, recipient means "any entity other than an individual that receives Recovery Act funds in the form of a grant, cooperative agreement or loan directly from the Federal Government." 2 CFR § 176.30.

Required Use of American Iron, Steel, and Manufactured Goods Not Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods of Section 1605 of the of the American Recovery and Reinvestment Act and in accordance with 2 CFR §176.140 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that does not involve iron, steel, and/or manufactured goods covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

(1) *Manufactured good* means a good brought to the construction site for incorporation into the building or work that has been—

- (i) Processed into a specific form and shape; or
- (ii) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(2) *Public building and public work* means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

(3) *Steel* means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this section and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this section and condition if the Federal Government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) *Request for determination of inapplicability of Section 1605 of the Recovery Act.*

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the

recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron,

steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[*Include all delivery costs to the construction site.]			

Required Use of American Iron, Steel, and Manufactured Goods Covered Under International Agreements Under Section 1605 of the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following required use of American Iron, Steel, and Manufactured Goods (covered under International Agreements) of Section 1605 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.160 when awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, if applicable:

(a) *Definitions.* As used in this award term and condition—

Designated country—

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom);
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or
- (3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

Designated country iron, steel, and/or manufactured goods—

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

Domestic iron, steel, and/or manufactured good—

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured

goods or products, as long as the manufacture of the goods occurs in the United States.

Foreign iron, steel, and/or manufactured good means iron, steel, and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

Manufactured good means a good brought to the construction site for incorporation into the building or work that has been—

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

Public building and public work means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Iron, steel, and manufactured goods.*

- (1) The award term and condition described in this section implements—
 - (i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and
 - (ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or

manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this section.

(3) The requirement in paragraph (b)(2) of this section does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

[Award official to list applicable excepted materials or indicate "none"]

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this section if the Federal Government determines that—

- (i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(4) of this section shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;

- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this section.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this section.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal Government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.

(d) *Data.* To permit evaluation of requests under paragraph (b) of this section based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of measure	Quantity	Cost (dollars)*
<i>Item 1:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
<i>Item 2:</i>			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____

[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]
 [*Include other applicable supporting information.]
 [*Include all delivery costs to the construction site.]

Wage Rate Requirements under Section 1606 of the American Recovery and Reinvestment Act.

The recipient agrees to the following wage rate requirements of Section 1606 of the of the Recovery and Reinvestment Act and in accordance with 2 CFR §176.190 when issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair, if applicable:

When issuing announcements or requesting applications for Recovery Act programs or activities that may involve construction, alteration, maintenance, or repair the agency shall use the award term described in the following paragraphs:

(a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

Recipient Responsibilities regarding tracking and documenting Expenditures under the American Recovery and Reinvestment Act of 2009.

The recipient agrees to the following tracking and documenting responsibilities required by Section 1606 of the Recovery and Reinvestment Act and in accordance with 2 CFR §176-210, if applicable:

(a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Pub. L. 111– 5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215.21 “Uniform Administrative Requirements for Grants and Agreements” and OMB Circular A–102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds. OMB Circular A–102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

(b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A–133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF–SAC) required by OMB Circular A–133. OMB Circular A–133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF–SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF–SAC.

(c) Recipients agree to separately identify to each subrecipient, and document at the time of subaward and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to subrecipients shall distinguish the subawards of incremental Recovery Act funds from regular subawards under the existing program.

(d) Recipients agree to require their subrecipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor subrecipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Requirement to Comply with Provision of Section 902 of the American Recovery and Reinvestment Act of 2009

Section 902 of the ARRA requires that each contract awarded using ARRA funds must include a provision that provides the U.S. Comptroller General and his representatives with the authority to:

- (1) Examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- (2) Interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his representatives shall have the authority and rights prescribed under Section 902 of the ARRA with respect to contracts funded with recovery funds made available under the ARRA. Section 902 further states that nothing in 902 shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

**Required Whistleblower Protection Under Section 1553 of the
American Recovery and Reinvestment Act of 2009.**

[Section 1153 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5](#), provides protections for certain individuals who make specified disclosures relating to recovery Act funds. Any non-federal employer receiving recovery funds is required to post a notice of the rights and remedies provided under this section of the Act.

**Required Provision Noting Authority of Inspector General in of Section 1515(a) of
the American Recovery and Reinvestment Act of 2009**

Section 1515(a) of the ARRA provides authority for any representatives of the United States Inspector General to examine any records or interview any employee or officers working on this contract. The contractor is advised that representatives of the Inspector General have the authority to examine any record and interview any employee or officer of the contractor, its subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of an Inspector General.

**Required Provision to Comply with NEPA and NHPA
*Construction, Renovation, and Remodeling Projects Only***

ARRA funded projects may be required to comply with the National Environmental Policy Act (NEPA), the National Historic Preservation Act (NHPA), and related statutes, including requirements for plans and projects to be reviewed and documented in accordance with those processes. If the ARRA program from which funds are to be expended requires such language, then NEPA and NHPA requirements may need to be included in contracts or sub-grants. Such language would be dependent on federal oversight agency guidance as well as from the following: http://nepa.gov/nepa/regs/CEQ_1609_NEPA_Guidance_03-12.pdf (NEPA only)

Requirement to Acknowledge Availability and Use of Funds

Contractors understand and acknowledge that any and all payment of funds or the continuation thereof is contingent upon funds provided solely by ARRA or required state matching funds. Pursuant to Section 1604 of the ARRA, contractors agree not to undertake or make progress toward any activity using recovery funds that will lead to the development of such activity as casinos or other gambling establishments, aquariums, zoos, golf courses, swimming pools or any other activity specifically prohibited by the Recovery Act.

Requirement Regarding Federal, State and Local Tax Obligations

By submission of a proposal, contractors and subcontractors assert and self-certify that all Federal, State and local tax obligations have been or will be satisfied prior to receiving recovery funds.

Requirement to Comply with Anti-Discrimination and Equal Opportunity Statutes

Pursuant to Section 1.7 of the guidance memorandum issued by the United States Office of Management and Budget on April 3, 2009, ARRA Recovery funds must be distributed in accordance with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders pertaining to the expenditure of funds.

Requirement to Comply With All Other ARRA Requirements

The contractor will comply with any other requirements of ARRA, upon notification by this entity.

**Requirement to Comply with E-Verification Provision of Section 71-11-3 of the
Mississippi Code of 1972, as amended**

The respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (§71-11-3 of the Mississippi Code of 1972, as amended) 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. Contractor further represents and warrants 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 Agreement 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 termination/cancellation, contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

ATTACHMENT A

**PROJECT MANAGEMENT PLAN
RECOVERY ACT - ENERGY ASSURANCE PLANNING
STATE OF MISSISSIPPI**

October 5, 2009

WORK PERFORMED UNDER AGREEMENT

DE-OEOOOO078

SUBMITTED BY

Mississippi Development Authority, Energy Division

P. O. Box 849

Jackson, MS 39205

PRINCIPAL INVESTIGATOR

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1. EXECUTIVE SUMMARY

As a part of its effort to improve the nation's energy security and electricity reliability, the Department of Energy (DOE) Secretary announced nearly \$38 million in funding under the American Recovery and Reinvestment Act (ARRA) to improve state emergency preparedness plans and ensure quick recovery and restoration from any energy supply disruption. Mississippi has been awarded approximately \$469,000 to improve emergency preparedness plans and ensure grid resiliency on a regional basis, including staff training focused on Smart Grid technology integration, interdependencies, and cyber security. The funds focus on developing new, or refining existing, plans to integrate new energy portfolios (renewable, biofuels, etc.) and new applications, such as Smart Grid technology, into energy assurance and emergency preparedness plans. Better planning efforts will help contribute to the resiliency of the energy sector, including the electricity grid, by focusing on the entire energy supply system, which includes the refining, storage and distribution of fossil and renewable fuels.

Mississippi's Project Management Plan (PMP or "Plan") will guide the State's Energy Assurance planning and training effort as specified in Funding Opportunity DOE-FOA-000091, Recovery Act - Enhancing State Government Energy Assurance Capabilities and Planning for Smart Grid Resiliency. The Plan follows the DOE format to include an overview of the tasks required and a discussion of how these tasks will be addressed. The Mississippi Development Authority, Energy Division (MDA-ED) acknowledges that this plan is a "living" document, subject to updates and revisions as the work progresses. The State of Mississippi anticipates that there will be changes in the Project Management Plan as lessons-learned are applied to subsequent tasks.

Overview

This Project Management Plan covers five major tasks required by DOE:

1. Creation of a Project Management Plan (PMP).
2. Creation of a Workforce Development Plan (WDP) which will enable Mississippi to enhance its energy assurance capabilities by training existing staff and possibly augmenting the MDA-ED staff with additional personnel.
3. Development or revision of the State's Energy Assurance Plan.
For purposes of managing the State's energy assurance planning process, Mississippi has chosen to divide the third task into two sections: plan preparation and internal plan revision and completion.
4. Development of a data tracking system for use before, during and after emergencies.
5. Inter- and intra-state stakeholder training.

Mississippi Energy Assurance Planning and Project Goals

1.1. Objectives

Mississippi's existing Energy Emergency Plan was created in 2002 and revised in 2007, and includes planning for major energy sources (e.g., petroleum, natural gas, electricity). Grant Award DE-OE0000078 asks states to broaden the scope of their plans to include data protection and major alternative energy sources as a foundation for energy assurance planning.

Mississippi recognizes the potential role of energy alternatives and acknowledges that these alternatives must be included in a comprehensive strategy to reduce the state's

vulnerability during energy shortages. These energy alternatives include Smart Grid technology, biofuels, Combined Heat and Power (CHP), solar, wind, biomass, and hydro (water) power.

1.2. Project Goals and Expected Results

Mississippi's key stakeholders and other state agencies will establish an advanced Energy Assurance Committee to assist in the design of energy specifications that will enhance energy assurance systems and provide adequate energy sources and supply in times of electrical peak, loading, natural disasters, and threats to national security. The project is designed to do the following:

1. Reduce fragmented services.
2. Develop interest and encourage support in Smart Grid applications by increasing utility involvement.
3. Improve the ability of Mississippi state officials to protect citizens during an energy shortage by increasing their understanding of the gathering, proprietary nature, and use of energy data.
4. Increase the quality of energy data, collection, and management.
5. Better prepare state energy officials for energy shortages and emergencies through improved communication and cooperation between Mississippi and its neighboring states.
6. Collaborate with the Mississippi Emergency Management Agency (MEMA) to append an Energy Assurance Plan to the state's existing Comprehensive Emergency Plan.

2. PROJECT RISK MANAGEMENT

Although a level of risk is inherent to all projects, the scope and nature of this project bring increased awareness of risk to the planning and execution of the goals required by DOE. To mitigate risk associated with misuse of program funds, MDA-ED will exercise its standard project oversight in accordance with the state's extensive procurement and project management rules and regulations. Additionally, the Mississippi Department of Finance and Administration (DFA) and MDA-ED have internal controls and financial oversight procedures in place to ensure adherence to the federal ARRA reporting and oversight requirements.

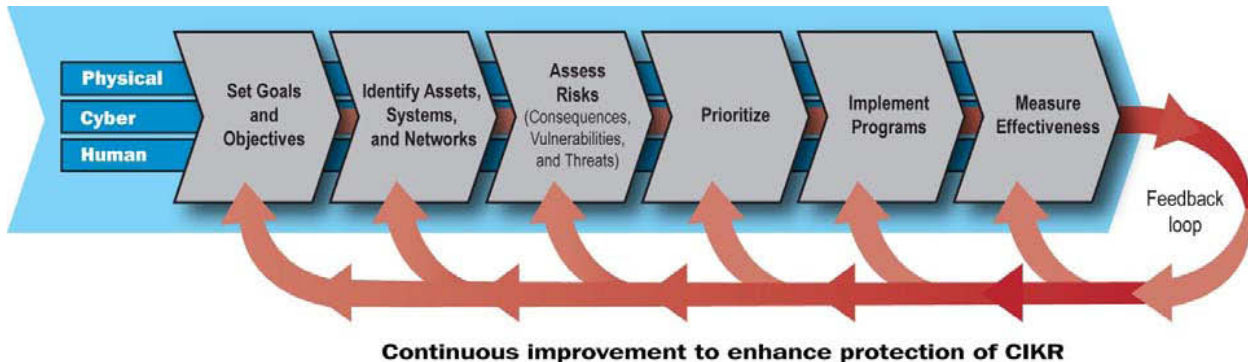
In addition to the financial risk associated with federally funded projects, the high level of emergency personnel involved in and the sensitive nature of this particular project increase the programmatic risks associated with the completion of program requirements.

First, as Mississippi experienced during Hurricane Katrina, unforeseen events may require the delay or delegation of scheduled tasks. Therefore, in an attempt to mitigate the risk of project delay due to events outside of our control, all key energy emergency management personnel participating in this project will designate a member of their division to serve as a backup. Second, the project will involve the periodic discussion of sensitive material. MDA-ED will work with the Mississippi Office of Homeland Security to ensure secure communication during any such information exchange.

As work progresses, MDA-ED will continue to identify risks to the execution of this project and will work with stakeholders in the mitigation of these risks.

The elimination of all risk of energy emergency is impossible; therefore, it is incumbent upon state energy officials and key stakeholders to manage risk through constant assessment and mitigation.

As the project progresses into the development of the new energy assurance plan, the National Infrastructure Protection Plan (NIPP) Risk Management Framework developed by the U.S. Department of Homeland Security will be utilized in the assessment and mitigation of threats to our energy Critical Infrastructure and Key Resources (CIKR).



As reported in the National Association of State Energy Offices (NASEO) State Energy Guidelines (July 2009), this framework identifies six steps in risk assessment and mitigation:

1. Set goals and objectives
2. Identify assets, systems, and networks
3. Assess risk based on consequences, vulnerability and threats
4. Establish priorities based on risk results
5. Develop and implement protective programs and resiliency strategies
6. Measure effectiveness

2.1 Risk Assessment

The Mississippi Office of Homeland Security holds the information regarding Mississippi's critical infrastructure. MDA-ED and MEMA, together with Homeland Security, will work to identify and assess risks to the infrastructure, systems, and networks involved in energy distribution, focusing on those most likely to be affected in the event of an energy emergency.

An overall energy assurance risk assessment strategy must focus on all types of attacks:

1. Deliberate attacks caused by people (terrorists, criminals, hackers, employees).

In the post-September 11th world, most of the attention is focused on threats of domestic and international terrorism. It is important that our energy assurance plans address the threats to Mississippi critical infrastructure sites and include present-day response plans to deliberate U.S. attack, regardless of location. An attack does not have to be in Mississippi to affect its energy availability. It is essential that threats to our cyber security be addressed through training and the implementation of controls; much of our infrastructure is vulnerable to cyber attack, and particularly as the U.S. moves toward the integration of Smart Grid technology, citizens and businesses must be kept safe from the threat of hackers.

2. Natural attacks caused by nature (hurricanes, tornadoes, floods, wildfires, earthquakes).

In 2005, Mississippi was hit by Hurricane Katrina, resulting in the largest natural disaster in U.S. history. Hurricane season poses an annual threat to Mississippi, but the state is hit often by tornadoes and ice storms as well. The majority of Mississippi's population is rural, and restoring power after natural disasters to these geographically dispersed small communities is difficult and can take weeks or longer. A major mitigation of risk to Mississippi is that its energy assurance plans for natural disaster response be updated regularly and that personnel be trained on their responsibilities in the event of an incident.

3. Accidental attacks caused by technological failure (grid failure, pipeline rupture, levee breaches, chemical spills, nuclear or biological contamination, computer network crashes).

The likelihood of electrical technological failure increases as the grid continues to age. The devastation caused in the northeastern United States as a result of the Blackout of 2003 serves as a reminder that an overall energy assurance plan must address the possibility of such an emergency. Additionally, as the country moves towards the integration of Smart Grid technology, state energy officials and key stakeholders must constantly be aware of the threat that network crashes pose to the availability of electricity.

The possibility of pipeline failure, as well as oil or chemical spills, must also be addressed. Mississippi sits on the Gulf of Mexico, where over 3,500 offshore oil production platforms produce millions of barrels of oil per day. According to the American Petroleum Institute, oil production for January - July 2009 is higher than the same period for the previous four years. Even a minor pipeline failure could cause catastrophic damage to Mississippi's coastal industries and a plan to initiate response to such an energy emergency is essential to energy assurance planning.

4. Systemic threats caused by the physical inability of energy delivery systems to meet demand.

Increasing U.S. population puts additional strain on an aging grid, and Mississippi energy assurance planning should look to renewable and alternative energy sources, as well as Smart Grid technology, to ensure the consistent availability of energy.

2.2 Risk Mitigation

After an overall infrastructure review, resulting in the prioritization of major systems and locations most vulnerable to threats, MDA-ED will work with key stakeholders to develop defensive risk mitigation strategies.

Increased communication between MDA-ED and all key stakeholders, as well as increased knowledge of threats through training and exercises will significantly reduce the threat of harm caused by energy emergencies and quicken the response to an emergency.

3. MILESTONE LOG

Table 1 summarizes the elements of the PMP and provides an overview, with timeframes and milestones as specified, for Mississippi's energy assurance planning effort. Following this Table are detailed descriptions of each Task. A Gantt chart for this section is contained under Part 5, Project Timeline (Figure 1).

3.1. Task 1: Project Management Plan

Project planning began in September 2009 with a meeting between MDA-ED and MEMA. The following decisions resulted from the initial meeting:

1. MDA-ED will partner with MEMA officials, the Mississippi Public Service Commission, Mississippi Public Utilities staff, other state agencies and major cities and counties to complete the requirements of this funding opportunity.
2. MEMA will work closely with MDA-ED as each task is undertaken.
3. MDA-ED will consider contractual services for portions of this project, to be determined as the plan progresses.
4. MDA-ED will bring together a coalition of diverse organizations with an interest in energy assurance planning, Smart Grid resiliency and continuity of energy supplies (i.e., utilities, natural gas companies, petroleum associations). These individuals will form the Energy Assurance Committee.
5. MDA-ED will seek to involve the State Energy Offices from the Southeastern Coalition Group to offer best practices in after-action reporting and preparedness.

3.2. Task 2: Workforce Development Plan

The purpose of the Workforce Development Plan (WDP) is to inform DOE of Mississippi's plans to manage energy assurance responsibilities through personnel training and staff augmentation. The WDP will be developed as follows:

1. MDA-ED, MEMA, and possible Contractor will define the Energy Assurance Manager position and discuss hiring as required under ARRA. Training possibilities for existing staff will be discussed.
2. MDA-ED will prepare the outline of the WDP, to include the timeline for suggested hiring of new staff, training of existing staff (including training levels, if appropriate), and personnel reviews.
3. MDA-ED, MEMA, and possible Contractor will finalize and review the WDP.
4. MDA-ED will submit the WDP to DOE.
5. MDA-ED will begin the hiring or professional development process.

3.3. Task 3a - Energy Assurance Plan Preparation

Develop new, or refine existing, Energy Assurance Plan (EA Plan) to incorporate response actions to new energy portfolios, including Smart Grid technologies. This Task is central to the entire Energy Assurance project and will be developed in the following steps:

1. MDA-ED/Contractor will acquire data regarding energy supply consumption, infrastructure, all forms of energy used in Mississippi (e.g. petroleum products, natural gas, electricity and renewable energy) and energy alternatives. The State primary energy profile information will be used for analysis.
2. MDA-ED/Contractor will develop the Energy Assurance Plan outline, based on the NASEO State Energy Assurance Guidelines.
3. EA Plan outline will be reviewed.
4. MDA-ED/Contractor will set up and conduct informational interviews with key stakeholders (both with individuals from outside organizations and within state

agencies), as identified by MDA-ED. The EA Manager will participate in these interviews.

5. MDA-ED/Contractor and reviewers will review data and information collected.
6. MDA-ED/Contractor will analyze data and evaluate vulnerability and risk factors.
7. MDA-ED/Contractor will review impact of energy alternatives including Smart Grid technology.
8. MDA-ED/Contractor will draft the EA Plan; the plan will include the primary state energy use description, information pertaining to vulnerability and risk. Interviews conducted with identified organizations and individuals will provide substantial content for the EA Plan.

3.4. Task 3b - Energy Assurance Plan Review and Completion

1. MDA-ED will review the draft Energy Assurance Plan.
2. The Energy Assurance Committee will review and provide comments on the draft EA Plan.
3. Feedback and suggestions from internal and external stakeholders will be considered and incorporated into the EA Plan.
4. MDA-ED will review the final edited EA Plan.
5. MDA-ED will submit completed Mississippi Energy Assurance Plan to DOE.

3.5. Task 4.0 - Energy Supply Disruption Tracking Process

The following are the two primary goals of this Task:

1. Provide guidance for gathering real-time energy data during a shortage.
2. Collect, evaluate and utilize lessons learned from emergency events.

MDA-ED currently uses Web-EOC, through MEMA, to track energy supply disruptions. For purposes of this project, MDA-ED, in collaboration with the Energy Assurance Committee, will review the program and discuss any modifications or additional processes or mechanisms necessary to track all forms of energy and all data fields required under this program. The steps for meeting the two goals of this task are:

1. MDA-ED/Contractor will prepare a tracking process outline of all ESF-12 personnel. This will include organizational charts, delegation of authority, and emergency response requirements for all authorized personnel.
2. MDA-ED/Contractor will seek support from the Energy Assurance Committee and other stakeholders in the review of the current program and possible modifications necessary.
3. MDA-ED/Contractor will discuss post-event information retention and evaluation strategies with the Energy Assurance Committee and other stakeholders.
4. MDA-ED/Contractor will conduct an internal review of draft tracking process and make edits as necessary.
5. The Energy Assurance Committee will review the draft updated tracking process.
6. MDA-ED will review the final plan.
7. MDA-ED will submit completed Energy Supply Disruption Tracking Process to DOE.

3.6. Task 5a – Intra-State Energy Assurance Exercise

This Task directs the development and execution of the first exercise in what is meant to be a regular series of exercises that will serve as training sessions for Mississippi Energy Assurance stakeholders. The training will follow the completion of the Mississippi State Energy Assurance Plan and will be designed to do three things:

1. Familiarize Mississippi EA stakeholders with the updated Energy Assurance Plan.
2. Allow participants to interact and develop informal networking among stakeholders.
3. Provide for discussion and an evaluation of potential energy shortage scenarios that will allow responders to determine the response to an energy shortage or energy emergency.

MDA-ED will partner with MEMA's Training and Exercise Bureau to conduct the intra-state energy exercise. Mississippi anticipates that participants in the exercise will provide feedback and information that will guide future developments in policy, planning and response to energy emergencies. MEMA will coordinate the intra-state training exercise at the regional and county levels.

MDA-ED/MEMA or Contractor will develop training materials for this Task. Steps to be taken for training are:

1. Identify trainees.
2. Identify training venue and logistics.
3. Develop scenarios and/or training materials.
4. Conduct the training exercise.
5. Evaluate results and use for planning for energy emergencies.

3.7. Task 5b – Inter-State Energy Assurance Exercise

This final Task will take place in coordination with neighboring states and will include players from State agencies, local government, industry and Federal partners, as appropriate. This exercise will familiarize state stakeholders with counterparts in surrounding jurisdictions and identify and work to resolve any conflicts or negative consequences resulting from actions.

To accomplish these goals, this training will require coordination among Energy Assurance Committees of participating states, as well as the establishment of ongoing communications and coordination among Energy Assurance personnel and allied stakeholders. Steps to carry out this Task are:

1. Identify potential interstate participants. Participants may include Federal and state officials, individuals from NASEO and the National Association of Regulatory Utility Commissions, officials from local jurisdictions within each state, private sector energy providers, and industry and association stakeholders.
2. Working with MEMA and other states, identify training scenario, location of exercise, and logistics for participants.
3. Coordinate above potential attendees and determine division of labor.
4. Draft, finalize, and produce necessary training materials.
5. Participate in interstate exercise.
6. Hold post-event review to evaluate results and prepare after-action report.
7. Incorporate results from interstate exercise into Energy Assurance Plan.

4. FUNDING AND COSTING PROFILE

The following tables indicate the level of spending that will be required for the implementation of this project. These figures are estimates that represents spending requirements in specific budget categories.

4.1 Yearly Funding Profile (See SF-424A)

4.2 Project Spending Plan (See SF-424A)

5. PROJECT TIMELINE

See Table 1 – Project Management and Milestone Log Table

See Figure 1 – Gantt Chart

6. SUCCESS CRITERIA

The criteria for this project are directly related to the completion and successful implementation of Tasks. The completion of the Energy Assurance Plan and the Supply Disruption Tracking Systems mark the creation of documents that can be used to inform stakeholders prior to and guide their response during and after an energy emergency.

Other Proposed Success Criteria:

1. MDA-ED designated personnel understand the Energy Assurance Plan contents and can relate the contents to their overall energy planning and management activities.
2. Training materials are developed that can be used for future training and exercises.
3. Test modules are presented that will determine a good understanding of the training concepts.
4. Inter and Intra-state after-action reports include needed improvements to the Energy Assurance Plan, such as how the plan will address events that affect energy supply disruptions and recovery.
5. An Energy Assurance Manager is in place to provide in-house expertise about the Energy Assurance Plan and related activities.

7. AGREEMENT STATEMENT OF PROJECT OBJECTIVES

The objectives of this initiative are to:

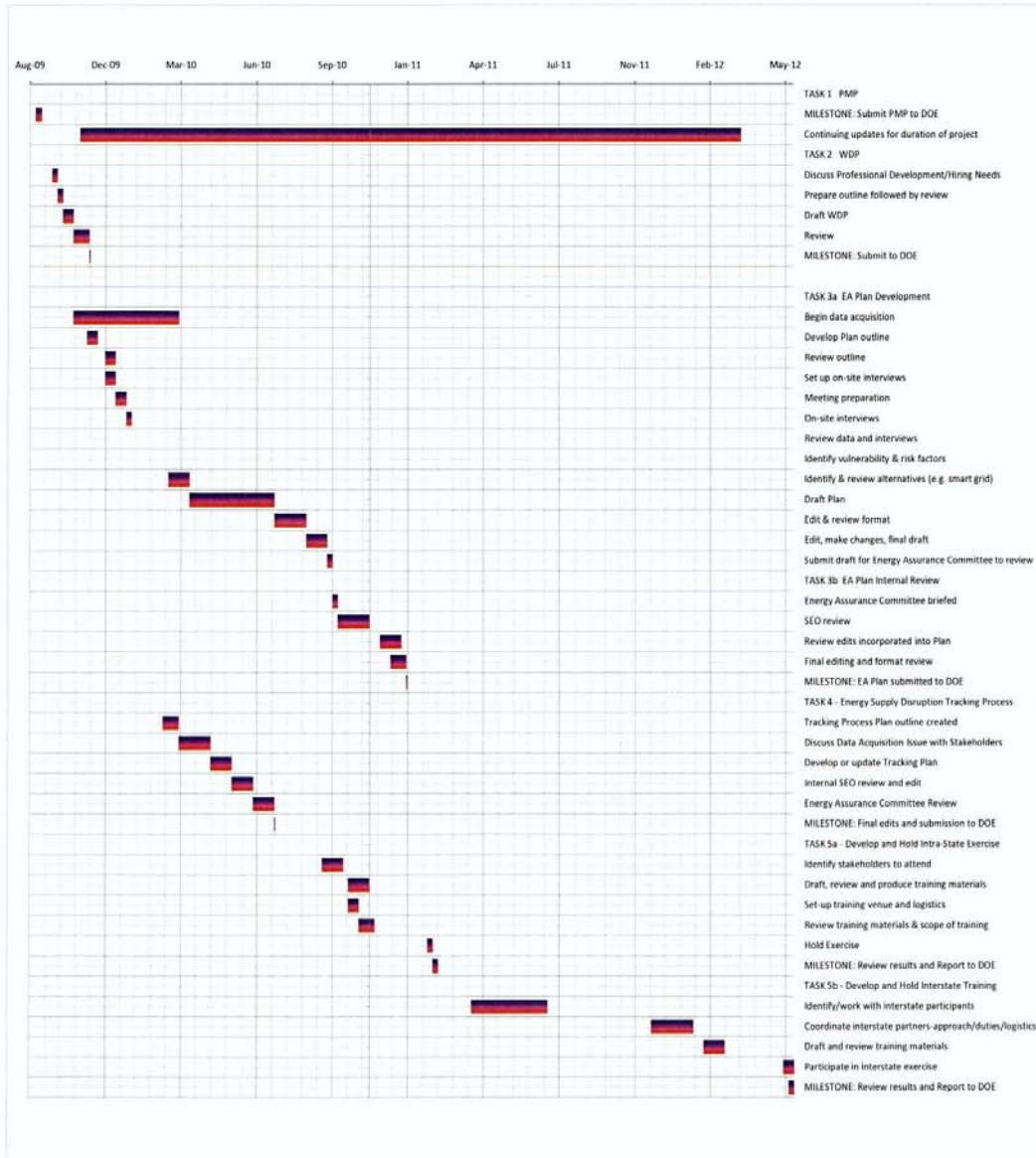
1. Strengthen and expand State and local government energy assurance planning and resiliency efforts by incorporating response actions for new energy portfolios and Smart Grid applications.
2. Create jobs.
3. Build in-house State and local government energy assurance expertise.

The initiative focuses on building regional energy assurance capability to allow the State to better coordinate and communicate state-wide and with one another on energy security, reliability, and emergency response issues.

Table 1
Project Management and Milestone Log Table

Tasks by number - FILL INDICATES CRITICAL REVIEW and MILESTONES	Year Range	Start Date	Approximate Duration of Task in Days	DOE Completed Task End Date and Subtask End Dates	Key Personnel Principal/1st Coordinating/2nd Coordinating
TASK 1 PMP	2009				
MILESTONE: Submit PMP to DOE		9/1/2009	8	10/11/2009	SEO
Continuing updates for duration of project		10/30/2009	875		
TASK 2 WDP	2009				
Discuss Professional Development/Hiring Needs		9/23/2009	7	9/30/2009	Contractor/SEO
Prepare outline followed by review		9/30/2009	7	10/7/2009	Contractor/SEO
Draft WDP		10/7/2009	14	10/21/2009	Contractor/SEO
Review		10/21/2009	21	11/1/2009	SEO
MILESTONE: Submit to DOE		11/1/2009	1	11/10/2009	SEO
TASK 3a EA Plan Development	2009-2010				
Begin data acquisition		10/21/2009	140	3/10/2010	Contractor/SEO
Develop Plan outline		11/8/2009	14	11/22/2009	Contractor/SEO
Review outline		12/2/2009	14	12/16/2009	SEO
Set up on-site interviews		12/2/2009	14	12/16/2009	SEO
Meeting preparation		12/16/2009	14	12/30/2009	Contractor/SEO
On-site interviews		12/30/2009	7	1/6/2010	Contractor/SEO
Review data and interviews		1/6/2009	21	1/27/2009	Contractor
Identify vulnerability & risk factors		1/27/2009	28	2/24/2009	Contractor/SEO
Identify & review alternatives (e.g. smart grid)		2/24/2010	28	3/24/2010	Contractor/SEO
Draft Plan		3/24/2010	112	7/14/2010	Contractor
Edit & review format		7/14/2010	42	8/25/2010	SEO
Edit, make changes, final draft		8/25/2010	28	9/22/2010	Contractor/SEO
Submit draft for Energy Assurance Committee to review		9/22/2010	7	9/29/2010	SEO
TASK 3b EA Plan Internal Review	2009-2011				
Energy Assurance Committee briefed		9/29/2010	7	10/6/2010	Contractor/SEO
SEO review		10/6/2010	42	11/17/2010	SEO
Review edits incorporated into Plan		12/1/2010	28	12/29/2010	Contractor/SEO
Final editing and format review		12/15/2010	21	1/5/2011	Contractor/SEO
MILESTONE: EA Plan submitted to DOE		1/5/2011	1	2/5/2011	SEO
TASK 4 - Energy Supply Disruption Tracking Process	2009-2010				
Tracking Process Plan outline created		2/17/2010	21	3/10/2010	Contractor/SEO
Discuss Data Acquisition Issue with Stakeholders		3/10/2010	42	4/21/2010	Contractor/SEO
Develop or update Tracking Plan		4/21/2010	28	5/19/2010	Contractor/SEO
Internal SEO review and edit		5/19/2010	28	6/16/2010	SEO
Energy Assurance Committee Review		6/16/2010	28	7/14/2010	SEO
MILESTONE: Final edits and submission to DOE		7/14/2010	1	8/12/2010	Contractor/SEO
TASK 5a - Develop and Hold Intra-State Exercise	2010-2011				
Identify stakeholders to attend		9/15/2010	28	10/13/2010	SEO
Draft, review and produce training materials		10/20/2010	28	11/17/2010	Contractor/SEO
Set-up training venue and logistics		10/20/2010	14	11/3/2010	SEO
Review training materials & scope of training		11/3/2010	21	11/24/2010	SEO
Hold Exercise		2/2/2011	7	2/9/2011	Contractor/SEO
MILESTONE: Review results and Report to DOE		2/9/2011	7	6/11/2011	Contractor/SEO
TASK 5b - Develop and Hold Interstate Training	2009-2012				
Identify/work with interstate participants		4/1/2011	100	7/10/2011	SEO
Coordinate interstate partners-approach/duties/logistics		11/24/2011	56	1/19/2012	SEO
Draft and review training materials		2/2/2012	28	3/1/2012	Contractor/SEO
Participate in interstate exercise		5/18/2012	14	6/1/2012	Contractor/SEO
MILESTONE: Review results and Report to DOE		5/25/2012	7	6/11/2012	Contractor/SEO

Figure 1
Gantt Chart



ATTACHMENT B

**WORKFORCE DEVELOPMENT PLAN
RECOVERY ACT - ENERGY ASSURANCE PLANNING**

STATE OF MISSISSIPPI

November 9, 2009

WORK PERFORMED UNDER AGREEMENT

DE-OEOOOOO78

SUBMITTED BY

Mississippi Development Authority, Energy Division

P. O. Box 849

Jackson, MS 39205

PRINCIPAL INVESTIGATOR

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U. S. Department of Energy

National Energy Technology Laboratory

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PROGRAM OBJECTIVE:

Creation of a Workforce Development Plan (WDP) will enable Mississippi to enhance its energy assurance capabilities by training existing staff and possibly augmenting the MDA-ED staff with additional personnel. Mississippi's Project Management Plan (PMP or "Plan") will guide the State's Energy Assurance planning and training efforts as specified in Funding Opportunity DOE-FOA-000091, Recovery Act - Enhancing State Government Energy Assurance Capabilities and Planning for Smart Grid Resiliency. The PMP was submitted to DOE on October 11, 2009.

PROGRAM GOAL: Professional Development/Hiring Needs

The purpose of the WDP is to inform DOE of Mississippi's plans to manage energy assurance responsibilities through personnel training and staff augmentation. Task 2 requires current in-house staff to be trained as Energy Assurance Specialists for in-house expertise on energy assurance. In addition to MDA-ED internal ESF-12 staff, training will be provided to a minimum of 10 others that are yet to be determined. This task will be accomplished by providing courses in Energy Emergency Management and Smart Grid Technology. The Mississippi Emergency Management Agency (MEMA) will conduct training for all energy emergency courses and course/training for Smart Grid Technology will be conducted through entities provided by NASEO/DOE or other similar organization.

EDUCATION COMPONENT #1: ENERGY EMERGENCY COURSES - MEMA

- **NIMS ICS-100: INTRODUCTION TO ICS – 8 HRS.** ICS-100 introduces the Incident Command System (ICS) and provides the foundation for higher-level ICS training. This course describes the history, features, and principles and organization structure of the Incident Command System. It also explains the relationship between ICS and the National Incident Management System (NIMS). Target audience for this course includes persons involved with emergency planning, and response or recovery efforts. This course can be taken as an on-line course or in a classroom.
- **NIMS ICS-200: BASIC ICS SINGLE RESOURCES AND INITIAL ACTION INCIDENTS – 8 HRS.** This course is designed to enable personnel to operate efficiently during an incident of event within the Incident Command System (ICS). This course focuses on the management of single resources and provides training on resources for personnel who are likely to assume a supervisory position with the ICS. It is recommended this course (two days in length) be taken in a multi-discipline classroom setting. It can also be taken as an on-line course.
- **NIMS ICS-300: INTERMEDIATE ICS FOR EXPANDING INCIDENTS – 16 HRS.** The target audience for this course is individuals who may assume a supervisory role in expanding incidents or Type 3 incidents. Management by objectives and Unified Command are taught in this course, as well as the Incident Action Plan and the process used to develop IAPs. Activities build upon principles taught in the course. The length of the course is two to two and half days.
- **ICS 700 – NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AN INTRODUCTION – 8 HRS.**
- **ICS 800.A – NATIONAL RESPONSE PLAN (NRP), AN INTRODUCTION – 8 HRS.**

**48 TOTAL HOURS TO COMPLETE COURSE WORK IN ENERGY EMERGENCY MANAGEMENT:
APPROXIMATELY 1 ½ YEARS TO COMPLETE**

EDUCATION COMPONENT #2: SMART GRID TECHNOLOGY – OUTSIDE SOURCES

Protecting and ensuring the resiliency of the critical infrastructure and key resources (CIKR) of the United States is essential to the Nation's security, public health and safety, economic vitality, and way of life.

- **IS-860.A NATIONAL INFRASTRUCTURE PROTECTION PLAN (NIPP).**
The purpose of this course is to present an overview of the National Infrastructure Protection Plan (NIPP). The NIPP provides the unifying structure for the integration of existing and future CIKR protection and resiliency efforts into a single national program (0.2 CEUs, course length, **2 hours**)
- **SMART GRID 101.**
The Energy Management Institute offers on January 25-26, 2010 in San Francisco, CA and March 9-10, 2010 in Houston, TX. The cost for this course \$1,895.00, travel cost is to be added to this amount. Attendees should include Smart Grid Infrastructure Development (communication, metering, and planning).

ENERGY ASSURANCE SPECIALIST CERTIFICATION REQUIREMENT

- Completion of all courses listed for Energy Emergency Management
- Completion of all courses/training for Smart Grid Technology

TRAINING SCHEDULE

MDA-ED will follow the schedule listed by EMI, MEMA or other selected training sources.

STATUS OF MDA-ED CURRENT ESF-12 ENERGY EMERGENCY STAFF

1. MDA-ED currently has three staff members who serve in the role of Emergency Support Function (ESF-12). MDA-ED is the primary agency designated to coordinate energy emergency response and restoration activities within the state. The ESF-12 is part of the State Emergency Operation Center's Infrastructure Branch. The policies and guidelines for ESF-12 are outlined in the annex section of the Mississippi Comprehensive Emergency Plan. MDA-ED ESF-12 positions are described as follows:

- **Emergency Coordinating Officer (ECO)** The responsibilities of the ECO upon activation of a declared emergency are:
 1. Communicate information regarding the activation to all other ESF 12s;
 2. Ensure adequate communication are established and maintained;
 3. Obtain an initial situation and damage assessment through established intelligence procedures;
 4. Coordinate the distribution of assets as needed;
 5. Maintain a complete log of actions taken, resource orders, records, and reports;
 6. Coordinate the efforts through a liaison to ESF-5;
 7. Assist in gathering and providing information to ESF-5 for establishing priorities;
 8. Assist gathering and providing information to ESF-15 for press releases;
 9. If state emergency energy resources are in danger of being exhausted, the ECO may recommend that assistance be requested from other states through the Emergency Management Assistance

Compact (EMAC), or from the Federal government through FEMA. The EMAC will be implemented in the event of a major disaster or any emergency that overwhelms the identified energy resources of this state – a process that will be coordinated by MEMA; and

10. If the state petroleum reserve is in danger of being exhausted, ECO may recommend to the state Governor the provision of the Set-Aside Petroleum Plan reserve be implemented.

- **Energy Assurance Coordinator for Mississippi. (EEAC).** EEAC primary duties during an emergency are:

1. Monitor the progress of the energy emergency by obtaining information via established communication lines and prepare an analysis of the effects;
2. Assist in procuring and distributing essential energy resources to support emergency response operations;
3. Monitor the distribution of essential energy supplies;
4. Coordinate energy suppliers to support emergency restoration of disrupted services;
5. Attend all emergency staff briefings and keep appropriate staff up to date;
6. Recommend mitigating actions the local government should take during the emergency; and
7. Assist the Public Information Officer (or equivalent position) with the development of public information messages and briefings.

- **EEAC should:**

1. Form a task force;
2. Determine the jurisdiction's energy profile;
3. Know key government and industry contacts;
4. Be familiar with emergency response measures;
5. Know and understand laws pertaining to energy emergencies;
6. Be prepared for questions from the media; and
7. Train staff and regularly update the energy assurance plan.

- **ESF-12 – (Described in #1)**

2. ESF-12s at MDA-ED have received the following certificates.

- Certificate of Appreciation – Hurricane Gustav FEMA 1794-DR-MS
- Certificate of Achievement – Professional Development Series, EMI/FEMA
- Federal Emergency Management Agency – Catastrophic '97 Interactive Policy Seminar
- Mississippi Emergency Management Agency – FEMA 1360-DR-MS

**ATTACHMENT C
ARRA CERTIFICATION**

I certify that all requirements of the American Recovery and Reinvestment Act of 2009 (Docket No. FR-5307-N-01) are and will be followed and that I possess the legal authority to apply for the grant. I also certify if this proposal is selected for funding, I understand that program requirements may/will change as federal and state guidelines come forth and I will follow these guidelines to the degree necessary to carry out the intended use of these funds. I also certify that I am aware of and will follow the Buy American Provision located in the Federal Register vol.74, no 77, part 176. I also certify that I will comply with all reporting requirements of the Recovery Act to include reporting to MDA-ED within 10 calendar days of the end of each quarter on all requested information related to expenditures of ARRA funds, as well as any other information requested during any point of the grant period. I certify that the provisions of Davis-Bacon wage law that apply to the use of these funds will be followed. I also certify that this is a proposal only, no executed contract on this project has been accomplished, and that no related expenditures will be undertaken until a contract with MDA-ED has been executed. If funded, the recipient shall remain fully obligated under the provisions of the ARRA Award until such time as the project has been closed out to the satisfaction of MDA-ED. Further, I certify the following requirements in the Notice will be implemented to the degree necessary to carry out this program: National Environmental Policy Act (NEPA), Civil Rights Laws, Timeliness Standards, Confidentiality, Recordkeeping, Sanctions, Monitoring, Reporting and Performance Requirements, Conflicts of Interest, Environmental Requirements, Nondiscrimination and Equal Opportunity Requirements, Uniform Administrative Requirements, Equal Participation of Religious Organizations, Lobbying and Disclosure Requirements, Drug-Free Workplace and Procurement of Recovered Materials.

Signature, Executive Director/Chairman

Name/Title

Company Name

Date

**MISSISSIPPI DEVELOPMENT AUTHORITY
REQUEST FOR PROPOSAL
AMERICAN REINVESTMENT AND RECOVERY ACT
SUBMISSION FORM**

RFP #EN07272010

Company/Entity_____

Address_____

Contact Person_____

Telephone Number_____

Email_____

NOTE: It is the Proposer's responsibility to provide adequate information in their proposal package to enable MDA-ED to ensure that the proposal meets the required criteria. Items listed in the package shall be in the same order as listed in the specifications. Failure to do so could result in the rejection of the proposal.

EMPLOYEES NOT TO BENEFIT

I (we) hereby certify that if the contract is awarded to our firm, partnership, or corporation, that no employee of MDA-ED, or members of his/her family, including spouse, parents, or children has received or been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee, political contribution or any similar form of remuneration on account of the act of awarding and/or executing this contract.

CONFLICTS OF INTEREST

The Proposer [] is [] is not aware (*mark one box*) of any information bearing on the existence of any potential organization conflict of interest.

COLLUSION

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same services, materials, supplies, or equipment and without collusion or fraud. I understand collusive bidding is a violation of State and Federal laws and can result in fines, prison sentences, and civil damage awards.

PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective contractor represents as a part of such contractor's proposal that such contractor has/has not (*circle the applicable word or words*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

RFP SUBMISSION FORM (continued)

I hereby certify that the responses to the above representations, certifications, and other statements are accurate and complete. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company.

Signature

Date

Name (Printed)

Title