



Request for Proposals for **Payroll Services Provider**

Release Date: November 13, 2025

Deadline for Submission:

December 4, 2025

12:00 p.m. CST

Late submissions will not be accepted.

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ATTACHMENTS

- A Transmittal Document
- B Federal Provisions & Regulations

SOLICITATION SCHEDULE

Action	Date	Time Line (calendar days)
Release of RFP	11/13/25	0
Last day to Submit RFP Questions at 4:00 p.m. CST	11/24/25	11
Proposals due at 12:00 p.m. CST	12/4/25	21
Notification of Successful Proposer	12/10/25	27

Advertisement for Sealed Proposals

Southern Mississippi Planning & Development District (SMPDD), as the fiscal agent for the Twin Districts Workforce Development Area (TDWDA), is seeking vendors who can provide temporary staffing and payroll services to justice-impacted adults for work-based learning initiatives to assist re-entering the workforce within the TDWDA. Eligible vendors must be able to: pay assigned employees' wages, withhold and transmit payroll taxes, provide unemployment insurance and workers compensation benefits, and address unemployment and workers' compensation claims. Funding may be provided through the Partners for Reentry Opportunities in Workforce Development (PROWD) Grant, RESTORE Act, and/or Pathway Home 5. The program will serve any or all of the following counties of Clarke, Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jasper, Jefferson Davis, Jones, Kemper, Lamar, Lauderdale, Leake, Marion, Neshoba, Newton, Perry, Pearl River, Scott, Smith, Stone and Wayne. This advertisement is conducted pursuant to the requirements, conditions and the applicable regulations and policies of the State of Mississippi, Mississippi Department of Employment Security, AccelerateMS, Mississippi Department of Environmental Quality, U.S. Department of Labor, U.S. Department of Justice, U.S. Department of Treasury, and Southern Mississippi Planning & Development District.

Copies of the Request for Proposals (RFP) will be available from Southern Mississippi Planning & Development District, beginning **November 13, 2025**. Copies of the RFP can be obtained on or after this date by downloading a copy of from the SMPDD website at www.smpdd.com/rfp_publicnotice. Completed proposal packages should be submitted to Southern Mississippi Planning & Development District, 10441 Corporate Dr., Ste. 1, Gulfport, MS 39503. Proposals may also be submitted electronically via email to Grant Wesley at gwesley@smpdd.com. Proposals are due no later than **12:00 p.m. CST December 4, 2025**; proposals received after this deadline will not be considered responsive to this RFP. The initial contract awarded will be through December 31, 2026, with the option to extend the contract annually up to three years with the approval of both parties, dependent on funding. The successful Proposer shall comply with all 2 CFR 200 requirements.

Minority and Woman Owned Business Enterprises are solicited to submit proposals on this project as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The three Re-entry programs noted above are 100% federally funded. The PROWD grant is funded through the MDES with funding from the US Department of Labor under the Employment and Training Administration. The project was awarded to SMPDD for \$1,500,000. The Pathway Home 5 funding was awarded through the Employment and Training Administration and the Department of Labor in the amount of \$2,999,000. Additionally, the ARP program was funded through the RESTORE Council and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012, in the amount of \$1,223,006.31 (award GNSSP23MS0045).

SMPDD is an Equal Opportunity Employer, and hereby notifies that all Proposers will be afforded the full opportunity to submit proposals in response to this advertisement for proposals and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

SMPDD reserves the right to waive any informality or to reject any or all Proposals with or without reason.

Questions or comments concerning this advertisement for proposals shall be directed to Patricia Morrison – Workforce Development Manager at SMPDD by email at pmorrison@smpdd.com no later than **4:00 p.m. November 24, 2025**.

Introduction

Southern Mississippi Planning & Development District (SMPDD) is conducting this Request for Proposals (RFP) pursuant to the requirements, conditions, applicable regulations and policies of the State of Mississippi, Mississippi Department of Employment Security, AccelerateMS, and Southern Mississippi Planning & Development District. Funds expended are subject to audit by the State of Mississippi Office of State Auditor, U.S. Treasury, and Office of the Inspector General.

SMPDD is seeking proposals through this RFP for the provision of payroll services for its Re-Entry Work-based Learning Program that may be funded by Partners for Reentry Opportunities in Workforce Development (PROWD) Grant, RESTORE Act, Pathway Home 5, the State of Mississippi General Fund, other State funds, and/or federal funds. The successful Proposer may also be used for other programs/projects that may be awarded to SMPDD in the future and funded with any federal and/or State of Mississippi funds. SMPDD's service area for this RFP includes the following counties in Mississippi:

Clarke	Harrison	Lamar	Perry
Covington	Jackson	Lauderdale	Pearl River
Forrest	Jasper	Leake	Scott
George	Jefferson Davis	Marion	Smith
Greene	Jones	Neshoba	Stone
Hancock	Kemper	Newton	Wayne

SMPDD is an Equal Opportunity Employer, and hereby notifies all Proposers will be afforded the full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

A. Program Services

The purpose of this RFP is to provide payroll services for work-based learning and other workforce initiatives within the Twin Districts Workforce Development Area (TDWDA). Eligible vendors must be able to: pay assigned employees' wages, withhold and transmit payroll taxes, provide unemployment insurance, workers compensation benefits, and all required federal wage and hour financial obligations. The proposed services will be provided to justice-impacted adults that may be assigned to a residential re-entry facility or home confinement, and are referred by Re-Entry Program Staff.

Partners for Re-Entry Opportunities in Workforce Development (PROWD) is a collaborative effort between the Employment and Training Administration of the Department of Labor and the Bureau of Prisons of the Department of Justice. Its goals are to improve employment outcomes among program participants, reduce recidivism, strengthen the partnership between the justice system and workforce system, raise the workforce participation rate, and connect local employers to able and eager future employees.

The entity that is awarded a contract through this Request for Proposals will be responsible for:

1. E-verifying all individuals referred by SMPDD to the company for work-based learning
2. Maintaining payroll records and performing payroll activities to include computing wages; withholding applicable federal, state, and local taxes; withholding social security and Medicare payments; and remitting all employee withholdings to the proper governmental authorities within the prescribed times
3. Maintaining Worker's Compensation and all necessary information for Worker's Compensation for participants. The contractor is responsible for any injuries to participants hired under the contract, including all state and federal reporting and insurance requirements relating to the injured employee
4. Processing payroll checks for individuals on a weekly (preferred) or bi-weekly basis. All employees will be required to receive their payroll checks electronically, such as by direct deposit or debit cards.
5. Ensuring that each individual is paid the appropriate wage as set by SMPDD, which will typically range from \$12 to \$20, and that any corrections to participant's payroll checks are made in an appropriate and timely manner
6. Ensuring garnishment(s), if applicable, are withheld from individual's checks
7. Ensuring that all required reports associated with said employment are filed timely
8. Preparing and mailing appropriate tax forms (W-2) to participant as required by the IRS
9. Complying with all federal, state, and local laws, regulations, and rules in hiring participants
10. Removing any of the employees hired under this grant at the request of SMPDD
11. Submitting monthly detailed invoices to SMPDD that includes the names, bill rates, and hours worked of participants
12. Making all records related to participants available to SMPDD, its representatives, and/or other state or federal auditors.
13. The employment agency may be responsible for conducting the pre-employment background checks and drug screening to determine suitability for employment, if applicable, as well as maintain the employee's file with all pre-hire documentation

B. The RFP schedule is:

Action	Date	Time Line (calendar days)
Release of RFP	11/13/25	0
Last day to Submit RFP Questions at 4:00 p.m. CST	11/24/25	11
Proposals due at 12:00 p.m. CST	12/4/25	21
Notification of Successful Proposer	12/10/25	27

SMPDD reserves the right to delay, amend, reissue, or cancel, all or any part of this RFP at any time without prior notice. SMPDD also reserves the right to modify the RFP process and timeline as deemed necessary.

SMPDD reserves the right to waive any informality or to reject any or all Proposals with or without reason.

II. Entities Eligible to Propose

- Individuals, all public or private not-for-profit corporations, organizations, agencies, or private for-profit corporations and businesses, and not otherwise excluded may submit a proposal.
- The vendor must have the ability to provide pre-employment services (background checks, drug screenings, etc.)
- The vendor must have been in business for a minimum of three (3) years prior to submission of bid
- The vendor must have the ability, capacity, skill and financial resources to perform the service required with a cost reimbursement agreement
- The vendor must be ADA, OSHA, and EEO compliant
- Financial and Insurance documentation may be requested
- SMPDD will compare flat-fee billing rates submitted by vendors
- SMPDD encourages minority and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this RFP, to participate as partners, or to participate in other business activity in response to this RFP.
- Individuals and/or entities submitting a proposal must assure compliance with 2 CFR 200 including current active registration with SAM.gov, active Unique Entity ID number, and proof of non-debarment. Individuals and/or entities not in compliance with 2 CFR 200 shall not be eligible to receive a contract through this procurement.
- As a condition to the award, the applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions under all applicable local, state, and federal regulations.

III. Overview of Solicitation

A. RFP Questions

To ensure a fair and objective evaluation, questions related to the RFP must be submitted via e-mail.

Written questions will be accepted via e-mail provided below through the following date:

Date:	11/24/25
Time:	4:00 p.m. CST
E-Mail:	pmorrison@smpdd.com

Questions that are received after the deadline will not be answered.

Written responses to questions received by SMPDD will be posted on the website (www.smpdd.com/rfp_publicnotice). **It is the respondent's responsibility to check the website on a regular basis for updated information and written responses to all questions submitted.**

NOTE: Oral questions will **NOT** be accepted. Only the responses on the website are considered clarifications to the instructions contained in this RFP. In the event that responses modify any of the terms, conditions, or provisions of this RFP, documentation will be given via a subsequent amendment to the RFP. **No other sources of responses or clarification are considered valid.**

B. Addenda to this RFP

At the discretion of SMPDD, if it becomes necessary to revise any part of this RFP, an addendum will be posted on the SMPDD website, www.smpdd.com/rfp_publicnotice. Respondents are responsible for checking the website frequently to remain informed about the procurement process, receive addenda to the RFP, read responses to questions, and remain updated on other information that may affect this RFP.

Each respondent, upon receiving notification by SMPDD of a published addendum, must insert the information indicated in the RFP package. Failure to acknowledge any addenda will result in disqualification and rejection of the proposal.

C. Communication

SMPDD prohibits communication or lobbying of any kind with any board member, SMPDD staff, or other persons serving as an evaluator during the procurement process. Respondents that directly contact board members or evaluators risk elimination of their proposals from further consideration.

D. Termination due to Non-Availability of Funds

When funds are not appropriated or otherwise made available by SMPDD to support continuation of this RFP or any contract(s) therein, said RFP or contracts shall be cancelled as of the effective date set forth in the termination notice. The contractor shall be reimbursed for the reasonable value of any nonrecurring cost incurred but not yet recovered under this contract.

IV. Conditions of Solicitation

The release of this Request for Proposals (RFP) does not constitute an acceptance of any offer, nor does it in any way obligate SMPDD to execute a contract with any offeror. SMPDD reserves the right to accept, reject or negotiate any or all offers on the basis of the criteria contained in this document and the attached Proposal Rating Instrument. The final decision to execute a contract with any offeror rests solely with SMPDD.

A. Before preparing proposals, offerors should note that:

1. SMPDD *will not be liable* for any costs associated with the preparation of proposals or negotiation of contracts, incurred by any offeror.
2. All proposals in their entirety will become the property of SMPDD upon submission.

B. Entities receiving a contract will be required to assume full responsibility for all specified services and **may subcontract only with expressed prior written approval of SMPDD.**

- C. In submitting a proposal, the offeror certifies its legally constituted organization, and that in connection with this proposal:
1. Costs have been determined independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such costs with any other offeror or with any competition;
 2. Unless otherwise required by law, the costs that have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror, prior to award directly or indirectly to any other offeror or to any competition; and,
 3. No attempt has been made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- D. Person(s) signing the proposal certify that person(s) in the offeror's organization who are legally responsible within that organization for the decision as to the price being offered in the proposal have not participated, and will not participate, in any action contrary to IV.C.1., 2., or 3. above.
- E. Any contract awarded through this RFP will be a flat fee dollar amount rate based on the salary of the participant. The entity awarded a contract will be reimbursed for each employee that is hired through the contract based on the flat fee rate. Additional fees may be billed for agreed upon pre-hire services such as drug screens and/or background checks.

V. Period of Performance and Term of Contract

The contract awarded through this procurement is anticipated to have a begin date no earlier than December 15, 2025, and end December 31, 2026. SMPDD may extend the contract for an additional 3 years, in increments of one year, depending on program performance, availability of funds, and if it is determined to be in the best interest of SMPDD.

VI. General Instructions for Proposal Submission

- A. Respondents are required to submit their proposal in a format that is easy to read and understand. The respondent must avoid repetitious material. Each proposal should clearly demonstrate the respondent's ability to provide the services requested. Unnecessarily elaborate or lengthy proposals are not encouraged; neither are specialized bindings or coverings. There is a **25-page maximum** excluding attachments. Failure to follow the technical specifications and/or directions may result in proposal being considered non-responsive and therefore not eligible to be scored. The proposal should not be bound or stapled. **All proposals must be submitted on or before:**

Date:	December 4, 2025
Time:	12:00 p.m. CST
Location:	Southern Mississippi Planning & Development District Re: Payroll Services Proposals 10441 Corporate Dr., Ste. 1 Gulfport, Mississippi, 39503

B. Proposal Content:

- Transmittal Document {Attachment A}
- Program Statement of Work
- Management Plan
- Program Budget/Budget Narrative
- Organizational Description
- Certification & Assurances {Attachment B}

C. Proposal Format Requirements

Font	12 Point – Times New Roman or Arial or Calibri or similar font
Pages	Single-Sided
Margins	One (1) Inch - this applies to <u>ALL</u> margins
Spacing	Double-Spaced
Header	The name of the organization submitting the proposal and the page number on each page.

D. Proposers should use the forms included in this RFP. If a proposer opts to create and complete forms using their own computer software, the resulting forms must be identical to those included in this RFP.

E. Proposals will be received and maintained consistent with the Mississippi Public Records Act of 1983, being Chapter 424 of the General Laws of the State of Mississippi. In general, proposals will be exempt from disclosure until the evaluation and selection process has been completed. If a proposal contains any information that the offeror considers proprietary and does not want disclosed to the public or used for any purpose other than evaluation of the offer, all such information must be indicated with the following statement:

"The information contained on pages ____, ____, ____, shall not be duplicated, used in whole or part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to this office as a result of or in connection with the submission of such information, Southern Mississippi Planning & Development District has the right to duplicate, use, or disclose this information to the extent provided in the contract. This restriction does not limit the agency's right to use information contained therein if obtained from another source."

F. Each page of the proposal that is considered proprietary should be marked "proprietary" at the top margin.

G. Timely receipt of proposals is the sole responsibility of the offeror. If a respondent sends their proposals via U.S. Postal Service, UPS, FedEx, or any other type of delivery service, the respondent is responsible for requesting proof of delivery date and time from their chosen carrier.

- H. **One (1) unbound proposal (it may be clipped together with a binder clip that is easily removable) and one (1) electronic PDF copy on a USB flash drive must be submitted if hand-delivered or mailed. The proposal may also submitted electronically via email to Grant Wesley at gwesley@smpdd.com, and must also be in PDF. Late proposals, regardless of method of delivery, WILL NOT BE CONSIDERED. Proposals MUST arrive at SMPDD by the deadline. No facsimile (fax) transmissions will be accepted.**

VII. Specific Proposal Instructions

A. Transmittal Document

Complete the Transmittal Document (Attachment A). This serves as the cover sheet for the proposal. Nothing should precede this page.

B. Program Statement of Work

1. Describe how your entity will provide payroll services for justice-impacted adults, including but not limited to:
 - a. E-verifying all participants referred by SMPDD to the company for employment
 - b. Maintaining payroll records and performing payroll activities to include computing wages; withholding applicable federal, state, and local taxes; withholding social security and Medicare payments; and remitting all employee withholdings to the proper governmental authorities within the prescribed times.
 - c. Maintaining Worker's Compensation and all necessary information for Worker's Compensation for participants. The contractor is responsible for any injuries to participants hired under the subgrant, including all state and federal reporting and insurance requirements relating to the injured employee.
 - d. Processing payroll checks for individuals on a weekly (preferred) or bi-weekly basis. All employees will be required to receive their payroll checks electronically, such as by direct deposit or debit cards.
 - e. Ensuring that each individual is paid the appropriate wage as set by SMPDD, which will typically range from \$12 to \$20, and that any corrections to participant's payroll checks are made in an appropriate and timely manner
 - f. Ensuring garnishment(s), if applicable, are withheld from individual's checks
 - g. Ensuring that all required reports associated with said employment are filed timely
 - h. Preparing and mailing appropriate tax forms (W-2) to participant as required by the IRS
 - i. Complying with all federal, state, and local laws, regulations, and rules in hiring participants
 - j. Removing any of the employees hired under this grant at the request of SMPDD

- k. Submitting monthly detailed invoices to SMPDD that includes the names, bill rates, and hours worked of participants
 - l. Making all records related to participants available to SMPDD, its representatives, and/or other state or federal auditors.
2. Describe how your entity can automate the payroll process through direct deposit or debit cards for participants who do not have a checking account.

C. Management Plan

In this section, the offeror should describe the overall management plan for the proposed program, especially as it relates to meeting performance goals and ensuring quality services. In this description, include the following:

1. **Staffing and Supervision:** Using an organizational chart with supporting narrative, show the lines of authority and responsibility related to the proposed program. Include direct program staff, supervisors, managers, and administrative support staff.
2. **Location:** Briefly describe the facility or facilities where the program is to be principally operated, including a street and mailing address.
3. **Hours of Operation:** State the daily hours of operation for your organization. Specify holidays for which the program will be closed.
4. **EEO Compliant:** Indicate whether or not your entity complies with all federal laws regarding Equal Employment Opportunity and if your EEO policy is available for review.
5. **Debarment Status:** Provide your Unique Entity ID (UEI) and proof of sam.gov current registration status.

D. Program Budget/Budget Narrative

Include the following chart and indicate the flat-fee billing rate for each of the following hourly salaries. The flat-fee billing rate must be in dollar amounts and not percentages.

Note: The Flat-Fee Reimbursement Rate should represent the all costs associated with the participant's salary including but not limited to set-up, e-verification process, payroll processing, employer Social Security and Medicare taxes, preparing and mailing of W-2 form, and worker's compensation costs. If your agency calculates skilled trades separately from non-skilled trades, list those rates in the far right column in the chart below.

Non-Skilled Trade Hourly Amount	Proposer Flat-Fee Reimbursement Hourly Amount	Skilled Trade Hourly Amount	Proposer Flat-Fee Reimbursement Hourly Amount
\$14.00		\$14.00	
\$14.50		\$14.50	
\$15.00		\$15.00	
\$15.50		\$15.50	
\$16.00		\$16.00	
\$16.50		\$16.50	
\$17.00		\$17.00	
\$17.50		\$17.50	
\$18.00		\$18.00	
\$18.50		\$18.50	
\$19.00		\$19.00	
\$19.50		\$19.50	
\$20.00		\$20.00	

E. Demonstrated Ability and Past Performance

Describe your organization or business, including its mission, staffing, current customer base, and area(s) of service expertise. Explain your organization's administrative and management background, stability, longevity, and turnover rate.

In two pages or less, summarize the relevant qualifications, experience, and expertise of the proposing agency. Please include at least one and no more than three references from previous work of a similar nature, i.e. Workforce Development, and specify the following:

1. Contracting agency
2. Type(s) of program(s)
3. Term of contract
4. Contact Information

NOTE: At least one of the references must include a contract dealing with federal and/or state funds. Experience working with workforce training programs preferred.

F. Federal Provisions and Regulations

Complete the Federal Provisions and Regulations (Attachment B). This document **must** bear the original signature of the proposing entity's signatory official.

VIII. Proposal Ratings

Proposals will be evaluated by the evaluation committee on the following criteria:

- Proposers ability to service our target clientele and service area
- Cost/Price
- Demonstrated Ability and Past Performance



Transmittal Document

PROPOSING ORGANIZATION

Organization Name: _____

Address: _____

City, State, Zip: _____

Signatory Official's
Name: _____

CONTACT INFORMATION

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

CERTIFICATION

This proposal constitutes a bonafide offer to provide the services as outlined and in accordance with the proposed project budget, subject to the award and negotiation of a subgrant. The proposer is legally authorized to submit this proposal and to provide the services should an award be made. The proposer has submitted this proposal in accordance with the requirements of Southern Mississippi Planning & Development District, as outlined in the solicitation.

Signatory Official Signature

Date

FEDERAL PROVISIONS AND REGULATIONS

If SMPDD enters into a contractual agreement with the proposer, the contract shall certify that the contracting entity Subcontractor agrees to comply with the following Federal Provisions and Regulations, as may be applicable.

Federal Law and Regulations:

a. Contractor shall ensure that all its activities under this Contract shall be conducted in conformance with these provisions, as applicable: 45 C.F.R. Part 75, 29 C.F.R. Part 95, 2 CFR Part 200, 20 CFR Part 601, *et seq.*, and all other applicable federal regulations.

b. Contractor shall comply with all applicable federal laws, including but not limited to:

(1) The Temporary Assistance for Needy Families Program ("TANF"), 45 CFR Parts 260- 265, the Social Services Block Grant ("SSBG"), 42 U.S.C. 1397d, and other applicable federal regulations and policies promulgated thereunder.

(2) Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, *et seq.*, which prohibits discrimination on the basis of race, color or national origin.

(3) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.

(4) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681, *et seq.*, which prohibits discrimination on the basis of sex in educational programs.

(5) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101, *et seq.*, which prohibits discrimination on the basis of age.

(6) Section 654 of the Omnibus Budget Reconciliation Act of 1981, as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.

(7) The American with Disabilities Act of 1990, Public Law 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.

(8) The Pro-Children Act: Contractor agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083. Failure to comply with the provisions of the law may result in the imposition of civil monetary penalty up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. This clause is applicable to all approved sub-contracts. In compliance with Public Law (Pub. L.) 103-277, the Contract shall not permit smoking in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.

(9) The Davis-Bacon Act, as amended, 40 U.S.C. 276a to 276a-7, and as supplemented by the Department of Labor (DOL) regulations 29 CFR Part 5, the Copeland Anti-Kickback Act, 40 U.S.C. 276c and 18 U.S.C. 874, as supplemented by the DOL regulations 29 CFR Part 3, and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333, as supplemented by the DOL regulations 29 CFR Part 5, regarding labor standards for federally assisted construction subagreements.

(10) The Clean Air and Water Act: If this Contract is in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued under the Clean Air Act, as amended, 42 U.S.C. 7401, Section 508 of the Clean Water Act, as amended, 33 U.S.C. 1368, *et seq.*, Executive Order 11738 and Environmental Protection Agency Regulations. Contractor shall report any violation of the above to TRPDD.

(11) Energy Efficiency: Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State's energy conservation plan issued in compliance with the Energy Policy and Conservation Act, Pub. L. 94-163.

(12) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352: Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each

tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(13) **Debarment and Suspension:** When applicable, as required by the regulation implementing Executive Order (EO) No. 12549 and EO No. 12689, Debarment and Suspension, 2 CFR Part 2998, Contractor must not be, nor within the three-year period preceding the effective date of the Contract have been, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the U. S. Government Services Administration List of Parties Excluded from Federal Procurement or Non-Procurement Programs. Contractor must provide a completed Certification Regarding Debarment, Suspension, and Other Responsibility Matters, included in Attachment 2 of this Contract.

(14) **Public Announcements and Advertising:** When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

(15) **Purchase of American-Made Equipment and Products:** Contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Agreement will be American-made.

(16) **Equal Treatment for Faith-Based Organizations.** Prohibits any State or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation. Prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance. Prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief. Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

(17) **Rights to Inventions Made Under Contract or Agreement:** Contracts or agreements for the performance of experimental, development, or research work shall provide for the rights of the Federal Government and Contractor in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contract and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(18) **The Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117),** which prohibits distribution of federal funds made available under the Act to the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries. The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

(19) **E.O. 11246, "Equal Employment Opportunity,"** as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

(20) **Contract Work Hours and Safety Standards Act (40 U.S.C. §327–333)** — If this Contract involves federal funding in excess of \$2,000 for construction contracts or in excess of \$2,500 for other contracts that involve the employment of mechanics or laborers, compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(21) **Resource Conservation and Recovery Act (RCRA).** Under RCRA (Pub. L. 94–580 codified at 42 U.S.C. 6962), state and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards

or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

(22) Immigration Reform and Control Act. Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under the contract.

(23) Contractor agrees to utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all new employees hired during the term of this Agreement for the services provided under this Agreement.

(24) Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

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

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

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

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

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

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

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

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

This certification statement is a material representation of fact. The signatory official, by signing and submitting this Assurance, hereby attests that they are aware of these requirements for Southern Mississippi Planning & Development District to enter into a contractual agreement with an agency.

Name of Proposing Entity

Name of Certifying Official

Signature of Certifying Official

Date