



COUNTY OF BOONE, MISSOURI

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RSQ)
For
TECHNICAL ASSISTANCE FOR 9-ELEMENT PLAN for the
GREATER BONNE FEMME WATERSHED**

RSQ # 20-07NOV19

**Statement of Qualification Submittal Deadline:
2:00 P.M. CST on Thursday, November 07, 2019**

*Insertion Date Paper: Sunday, October 06, 20119
COLUMBIA MISSOURIAN*

Boone County Purchasing
613 E. Ash Street, Room 109
Columbia, Missouri, 65201

Liz Palazzolo, CPPO, C.P.M. – Senior Buyer
Phone: (573) 886-4392
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NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

For TECHNICAL ASSISTANCE FOR 9-ELEMENT PLAN for the GREATER BONNE FEMME WATERSHED

1. Introduction and Background:

- 1.1 The Boone County Purchasing Department is accepting sealed responses to this Request for a Statement of Qualifications on behalf of the Boone County Resource Management Department. All references to this Request for a Statement of Qualifications (RSQ) should refer to the following:

RSQ #: 20-07NOV19 – Technical Assistance For 9-Element Plan for the Greater Bonne Femme Watershed

- 1.2 Organization: This document, referred to as a Request for a Statement of Qualifications (RSQ), is divided into the following parts:

- 1) Introduction and Background
- 2) Scope of Work
- 3) Response Submission Information
- 4) Vendor Statement of Qualifications Response Page(s)
- 5) Certification Regarding Debarment
- 6) Certification Regarding Lobbying
- 7) Work Authorization Certification
- 8) “No Response” Form
- 9) Boone County Standard Terms and Conditions

1.3 Submission Instructions:

1.3.1 Delivery of Responses: Sealed responses will be received at the Boone County Purchasing office until the response submission deadline indicated.

1.3.2 Response Deadline: All responses must be **delivered before 2:00 P.M.** Central Time on **Thursday, November 07, 2019** to:

Boone County Purchasing Department
Liz Palazzolo, Senior Buyer
613 E. Ash Street, Room 109
Columbia, Missouri 65201-4460

- 1.3.3 The County will not accept any responses received after 2:00 P.M.
Late responses may be returned unopened if the vendor requests within ten (10) business days after RSQ opening. All returns will be made at the vendor's expense.
- 1.4 Sealed Responses Required: Statement of Qualifications responses must be submitted in a sealed envelope identified with the RSQ number and date of closing. List the RSQ number on the outside of the box or envelope and note "Response to RSQ# 20-07NOV19 enclosed." No fax or electronic transmitted proposals will be accepted.
- 1.5 If the offeror chooses not to submit a response, please return the enclosed *No Response Page* and note the reason.
- 1.6 This Request for a Statement of Qualifications is available in the Purchasing Department and requests for copies may be made by phone (573) 886-4392; fax (573) 886-4390 or e-mail: lpalazzolo@boonecountymo.org.
- 1.7 Responses to this RSQ will be posted at <https://www.showmeboone.com/purchasing/bids/>.
- 1.8 Background:
- 1.8.1 The Bonne Femme and Little Bonne Femme Creeks, along with their tributaries, in southern Boone County are the focus of this project. These tributaries include Bass Creek, Turkey Creek, Fox Hollow Branch, Smith Branch, Devil's Icebox Branch, Gans Creek, Clear Creek, and Mayhan Creek. The Greater Bonne Femme Watershed (GBFW) geographic area comprises 92.4 square miles. Major land uses include row cropping, livestock grazing, residential development, and recreation.
- 1.8.2 The watershed has several Outstanding State Resource streams combined with sensitive karst areas that are extremely vulnerable to water quality degradation. Because the watershed is an attractive area near the rapidly growing cities of Columbia and Ashland, population growth over the last ten years has increased at a rate of 40%, and high growth rates are anticipated over the next few decades. Losing stream hydrology is a particularly important aspect of the watershed. Surface stream water, originating from the glacial upland areas, infiltrates directly into cave streams, as exemplified by the streams in Devils Icebox and Hunters Caves. Therefore, surface land-use and management practices have a direct impact on the water quality of the cave streams and their unique ecology.
- 1.8.3 Major threats to stream and water quality include the collapse of stream banks; deforestation of riparian areas; microbial contamination from on-site sewage systems; sediments, nutrients and pesticides in stormwater runoff from residential,

commercial, and industrial sites; animal wastes in stormwater runoff from pastures; and sediments, nutrients, and pesticides in stormwater runoff from row crops.

- 1.8.4 Streams within the watershed have also been shown to have *E. coli* bacteria levels in excess of current whole-body contact standards. Currently there are five streams in the Greater Bonne Femme Watershed that are on the Clean Water Act Section 303(d) list of impaired waters for exceeding the *E. coli* bacteria water quality standard (Little Bonne Femme – Water Body Identification number [WBID] 1003; Gans Creek – WBID 1004; Bonne Femme – WBID 753; Turkey Creek – WBID 751; Bass Creek WBID 752). Without proper planning, future development will further degrade water quality of streams within the watershed.
 - 1.8.5 A general watershed plan was completed for the Bonne Femme watershed in 2007 that provided goals and recommendations to preserve the sensitive karst area, encouraged low-impact development best management practices (BMPs) and maintain clean water without disrupting economic development (at www.cavewatershed.org). The plan was approved by Boone County, the city of Columbia, and the city of Ashland.
 - 1.8.6 Although the current plan has created changes in the watershed, a plan with more information about pollutant sources, affected communities, and pollutant load reductions is needed to effectively protect the watershed and reduce pollutant loads to the stream. The 2007 Plan will be used as a guide in developing an EPA nine element Watershed Based Plan (WBP) for the GBFW.
- 1.9 Funding: This project is partially funded by an Environmental Protection Agency Section 319 Nonpoint Source Grant through the Missouri Department of Natural Resources; federal dollars comprise 49% of the total project funding, for a total of \$75,786 in federal funds; only a portion of the federal funds have been budgeted for completion of the proposed contract.

2. Scope of Work

- 2.1 General Requirements: The contractor shall provide technical assistance, reporting and other support as described herein to the County of Boone and its partners. The County and partners must be kept apprised of project progress and will provide input into the process as needed. The contractor shall perform as directed by the County. The contractor shall perform watershed modeling to incorporate all available necessary data (including pollutant loading/load reduction information) in order to identify the optimal BMPs and the critical areas for their implementation in the watershed with the goal of achieving appropriate bacteria load reduction over time to bring the impaired streams into compliance with water quality standards (WQS). Modeling efforts must provide specific maps and information necessary to the completion of the Greater Bonne Femme 9-element WBP, including but not limited to requirements relating specifically to elements (a) through (c) herein (see paragraph 2.7.4).

- 2.2 Stage/Discharge Rating Curves: The County and partners are working to develop stage/discharge rating curves for three watershed streams. If completed in time for this project, the rating curves will potentially be integrated with MoDNR's load duration curves for bacteria for the watershed's impaired streams. The County maintains three gauging stations on streams in the watershed – on Turkey Creek at Tom Bass Road, on Little Bonne Femme Creek at Woodie Proctor Road, and on Bonne Femme Creek at Andrew Sapp Road. The contractor shall use the stage data from these stations in combination with cross-sections calculated at designated points in the streambed below the stations to calculate rating curves for the streams. High flow point data collection is still needed to complete the rating curves. As a first priority, the contractor shall collect the high flow points to complete the rating curves. The work on the rating curves shall be done as quickly as weather and flows permit after the contract is signed.
- 2.3 Current Loading and Load Reduction Calculations: The contractor shall work closely with the modeling team in the TMDL Unit at the Missouri Department of Natural Resources as they perform modeling work for *E. coli* loading related calculations. A meeting with TMDL staff will be scheduled for early in the contract period that the contractor shall attend at no additional cost to the County. TMDL staff will create a load duration curve (LDC) document that will include LDCs, current loading, necessary load reductions and a first cut identification of critical areas for BMP implementation for each of the watershed's five impaired streams. Loading/load reduction calculation methods will use the recently developed flow rating curves and/or alternative flow determination methods acceptable to EPA (e.g. reference stream, EPA developed flow estimation method, etc.). Reasonable load reduction milestones over time shall be estimated by the contractor after current loading and necessary load reductions have been calculated. The ultimate objective shall be to reduce bacteria loading to the point where the water quality standard for *E. coli* is not exceeded in any of the impaired streams in the GBFW.
- 2.4 Watershed Modeling: The contractor shall use the loading/load reduction needs information provided by MoDNR TMDL staff, as well as any other necessary data sources, in watershed modeling to determine critical areas for BMP implementation and optimal BMP selection in order to achieve WQS in all watershed streams. Modeling shall be adapted as needed to be used in the development of the Bonne Femme nine element WBP. A detailed sensitivity analysis was developed during the Section 319 grant process in the GBFW which concluded in 2007. Using the sensitivity analysis and other applicable methods, the contractor shall help the County and partners to identify areas in the watershed that are particularly sensitive to erosion and runoff. These areas would be likely sources of bacteria loading from the landscape and will be designated as critical areas. Specific nonpoint sources of *E. coli* pollution shall be identified and mapped by the contractor. Critical areas for BMP implementation shall be mapped, with prioritization shown. Once critical areas are identified, the contractor shall identify BMPs that could be installed or implemented to optimally address the stream impairment. The contractor shall understand and agree that potential BMPs include but are not necessarily limited to the following: BMPs to reduce agricultural *E. coli* loading into watershed streams (terraces, border strips, livestock exclusion and alternate water sources, cover crops, etc.) and BMPs to reduce human *E. coli* loading into watershed streams (upgrade of septic systems, cleaning of septic tanks, etc.). Rationalization of BMP selection as optimal for

E. coli mitigation in the watershed must be provided by the contractor.

- 2.4.1 The contractor shall also use modeling to quantify the water quality benefits/impacts of BMPs and prioritize their installation on the landscape according to predicted pollutant removal effectiveness as determined by the model. Modeling must estimate the pollutant load reductions expected from BMP implementation within the identified critical areas in order to demonstrate that the prescribed BMP implementation will improve water quality to the extent that all streams will meet WQS for *E. coli*. With the aforesaid in mind, the contractor shall employ due diligence in selection of an appropriate application for watershed modeling.
- 2.4.2 In addition to addressing *E. coli* through modeling and BMP implementation, the contractor shall use an appropriate watershed model, such as STEPL or SWAT, to propose BMPs in the previously identified critical areas that will reduce sediment and nutrient (i.e., nitrogen and phosphorus) transport to streams in the GBFW. The contractor shall evaluate the effectiveness of BMPs by simulating nutrient and sediment loading before and after BMP implementation using the watershed model to provide quantification of current pollutant loads and load reductions as a result of BMP implementation. The contractor shall do a stream analysis to identify watershed areas where streambank erosion and riparian corridor degradation are concerns. Final prioritization of BMP selection and of critical areas for BMP implementation should put strongest emphasis on addressing the *E. coli* impairments, with a secondary emphasis on also optimizing sediment and nutrient load reduction.
- 2.5 Quality Assurance Project Plan Development – Draft Due One Month After Contract Award: The contractor will develop a Quality Assurance Project Plan (QAPP) to describe the use of secondary data and the modeling process that will achieve results that are complete, repeatable and verifiable. Federal funding for this project requires the QAPP be developed to meet EPA standards and must be approved by MoDNR. A draft QAPP shall be submitted to the County Resource Management Department no later than within one (1) month after the contract award date or by the first meeting with MoDNR TMDL staff, whichever is earlier. QAPP development resources are available to the contractor on request.
- 2.6 Plan Development Meetings: The contractor shall also attend meetings with the County and partners as necessary to assist with plan development at no additional cost to the County.
- 2.7 Reporting Requirements – Due in Six (6) Months After Contract Award: All analysis and reporting shall be completed by the contractor and submitted in final written form to the Boone County Resource Management Department no later than within six (6) consecutive months after the contract award date. The contract award date shall be determined when the Boone County Commission signs the contract, i.e., after the pre-qualification process and after the County's acceptance of project pricing. Project pricing shall be subject to negotiation at the discretion of the County between the pre-qualified

vendor(s) and the County subsequent to pre-qualification. The terms for negotiation will be presented by the County after the pre-qualification process has been completed.

- 2.7.1 The contractor shall understand and agree that all data collected, and any models or output from running models as part of this project shall be submitted to the County and shall belong to the County and EPA after completion of the contract and shall be considered public information.
- 2.7.2 Both the interim and final written reports shall be submitted to the Resource Management Department in digital format usable by the County (i.e., the format shall not require use of programs or platforms employed by the contractor).
- 2.7.3 Interim Report – Due in Three (3) Months: An interim report must be submitted to the County Resource Management Department no later than within three (3) consecutive months of the contract award date. The interim report shall at minimum address progress achieving the deliverables listed below for the final report.
- 2.7.4 Final Report: The final report must be submitted in written and digital format no later than within six (6) consecutive months of the contract award date to the County Resource Management Department. The final report shall include but not necessarily be limited to all specifications listed above, including the following detail:
 - a. Watershed model of flow, discharge and pollutant loading including all five impaired streams based upon stage, cross-sectional area and flow data from Turkey, Bonne Femme and Little Bonne Femme Creeks and alternate methods of flow estimation as needed.
 - b. Load duration curves for Bonne Femme, Little Bonne Femme, Turkey, Gans, and Bass Creeks.
 - c. A map of critical areas for BMP implementation to optimize pollutant loading reduction identified by the use of the existing sensitivity analysis and other methods, and with enough specific and base information to adequately target BMP implementation.
 - d. A list of recommendations for best management practices corresponding to the critical areas identified with the understanding that installation of best management practices by private landowners in the greater watershed is voluntary. Coordinating the best management practices chosen with available cost-share practices from Natural Resource Conservation Services, Boone County Soil and Water Conservation District, and the Missouri Department of Conservation would be ideal.
 - e. Watershed modeling projections before and after installation of recommended best management practices on the landscape. This watershed modeling will assist the contractor in prioritizing the BMPs most applicable to bacteria loading in the impaired streams.

- f. A timeline of implementation milestones that will move the watershed from present conditions (five impaired streams) to a scenario with all five streams in compliance with water quality standards for *E. coli* bacteria.
- g. The final report shall include content sufficient to adequately address all of the specific criteria listed for elements a through c in EPA's 9 Element Watershed Based Plan Checklist (**Attachment 1**). Elements a-4, 6, 7 and c will be the sole responsibility of the contractor.

2.8 Other Tasks: The contractor shall also perform the following tasks:

- 2.8.1 Attend meetings as deemed necessary by the Technical Advisory Team members to assist with plan development.
- 2.8.2 Conduct a final report presentation to the Technical Advisory Team and Steering Committee to conclude the analysis process and document items included in the final watershed plan.

3. Response Submission Information:

3.1 Interested firms/individuals should submit an original, sealed response that includes three (3) printed copies, and an electronic copy on a removable storage stick or similar media to:

Liz Palazzolo
Senior Buyer
613 East Ash, Room 109
Columbia, Missouri, 65201

Due Date: Responses are due in the Boone County Purchasing Department **by 2:00 P.M. CST, on Thursday, November 07, 2019.**

3.1.1 The County has provided Response Pages as part of the RSQ. The vendor is advised to provide at minimal the information requested on the Response Pages. The vendor may choose to present the same information in a different format, however the vendor is responsible for ensuring that all relevant information is presented that allows the County Selection Team to fully evaluate and assess the vendor's qualifications to perform Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project.

3.2 Selection Procedure:

3.2.1 The Statement of Qualifications will be reviewed by a Selection Committee comprised of, but not limited to, Boone County Resource Management personnel. As part of the review process, the Selection Committee may request an interview with the selected vendor. Interviews may be conducted by phone, Skype or similar technology, or in person. The County will schedule interviews and

coordinate such time with selected vendors. Any travel/lodging costs associated with a requested in-person interview will be borne by the vendor. The County will select the vendor best suited to perform the study.

3.2.2 Boone County recognizes the cost associated with developing a Statement of Qualifications and encourages brevity and conciseness in the vendor's response.

3.2.3 Pricing must NOT be submitted at this time. The County will request pricing after the pre-qualification process. The County will also present negotiation, evaluation and other related criteria at this time.

3.3 Statement of Qualifications: The vendor should respond with a "Statement of Qualification" that should include a description of key personnel who will be assigned to work on the County's project, the expertise of assigned personnel highlighting relevant experience, a description of at least two projects completed of similar scope; qualifications of key team members that would be directly involved with the project; and any supporting information that would further convey the respondent's qualifications for this project assignment. In addition, the Statement of Qualifications should include the following:

3.3.1 Business Information – Basic biographical information about the firm, including firm name and former firm names, address, date established, statement of business organization, names of all owners, principles, partners, and professional employees. This section should also detail the firm's proximity to and familiarity with the project area.

3.3.2 Staff Information – Resumes of each professional on the project team, including a description of experience, technical competence, and areas of expertise. The description should also include the number of ancillary staff with job descriptions or titles and relevant experience available for assignment. This section should detail the capacity and specialized experience of the firm to perform the work required within the time limits established and a discussion of how the County would benefit from your firm being selected to complete the work. This section should also name a designated project engineer/contact person for this project.

3.3.3 Registration and Licensing – Evidence of professional registration and licensing with the State of Missouri and, in the case of business entities which must be registered with the Secretary of State, current copies of registration and statements of good standing.

3.3.4 Work History – A listing of all government agencies for which work was performed within the preceding two years and nature of services. In the event the vendor has not performed professional services for governmental entities, then the vendor should provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If the references are unavailable, then the vendor should provide a detailed explanation of why references are not available. A separate list of references should also be included.

- 3.3.5 Insurance – Evidence of insurance coverages and amounts carried by the vendor.
- 3.3.6 Project Listing – A listing of completed and pending projects in which the vendor was or is the primary provider of professional services or manager of the project.
- 3.3.7 Subcontractors – A listing of any subcontractors the vendor intends to use to perform and work described herein, include relevant descriptions of the subcontractor’s expertise appropriate to work they will perform.
- 3.3.8 Quality Controls – A description of internal quality control and assurance procedures used to verify accuracy and reliability of work product.
- 3.3.9 Approach to Completing the Scope of Work with Proposed Schedule – A description of the vendor’s approach to completing the Scope of Work including project start and finish times, and identification of project milestones and deliverables.

3.4 While a contract will result from the pre-qualification process, and the pricing discussions that will be subsequent to pre-qualification, any firm wishing to submit a Statement of Qualification should take into consideration the following requirements that will be included in a resulting contract, and that the following is not exhaustive of additional general contracting terms and requirements:

3.4.1 Business Compliance: The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor will have to certify that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Purchasing Department. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
- Certificate of authority to transact business/certificate of good standing (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g., professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker’s compensation/unemployment compensation)

3.4.2 Employment of Unauthorized Aliens Prohibited:

- (a) The contractor shall comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of the contract, the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The contractor will be required to **return a copy of the Memorandum of Understanding** following completion of enrollment. This will provide the County the proof of enrollment.
- (c) The contractor shall require each subcontractor to affirmatively state in its contract with the contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. The contractor shall also require each subcontractor to provide the contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

3.4.3 Coordination: The contractor shall fully coordinate all contract activities with those activities of the County. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the County throughout the effective period of the contract.

3.4.4 Property of the County: The contractor shall agree and understand that all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the County. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the County, which shall include all rights and interests for present and future use or sale as deemed appropriate by the County.

3.4.5 Confidentiality: The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the County.

3.4.6 Boone County's Standard Terms and Conditions shall be incorporated into the contract and shall take precedence over the vendor's terms and conditions, if any.

3.4.7 **Insurance Requirements:** The contractor shall not commence work under the contract until the contractor has obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor

shall the contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

- a. Employers Liability and Workers Compensation Insurance - The contractor shall take out and maintain during the life of the contract, Employers Liability and Workers Compensation Insurance for all of its employees employed at the site of work, and in case any work is sublet, the contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under the contract at the site of the work is not protected under the Workers Compensation Statute, the contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.
- b. Commercial General Liability Insurance - The contractor shall take out and maintain during the life of the contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by the contract, from claims for damages for personal & advertising injury, bodily injury including accidental death, as well as from claims for property damages, which may arise from operations under the contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.
- c. The contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. The contractor shall include the County as an Additional Insured on the umbrella

or Excess Liability, unless the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

- d. Business Automobile Liability – The contractor shall maintain during the life of the contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; non-owned and both on and off the site of work.
- e. Subcontractors: The contractor shall cause each subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. The contractor shall provide to the County copies of certificates of insurance evidencing coverage for each subcontractor. Subcontractors’ commercial general liability and business automobile liability insurance shall name the County as an Additional Insured and have the Waiver of Subrogation endorsements added.
- f. Proof of Carriage of Insurance - The contractor shall furnish the County with Certificate(s) of Insurance which name the County as an additional insured in an amount as required in the contract. The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without thirty (30) calendar days prior written notice to the County. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the services provided.
- g. Indemnity Agreement: To the fullest extent permitted by law, the contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of the contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require the contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

- h. Nothing in these requirements shall be construed as a waiver of any governmental immunity of the County, its officials nor any of its employees in the course of their official duties.
- i. Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.

Certificate Holder address:
County of Boone, Missouri
C/O Purchasing Department
613 E. Ash Street
Columbia, MO 65201

3.4.8 **Assignment, Transfer, Etc.:** The contractor must be prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein, or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County.

3.4.9 **Contract Period:** The initial contract period shall run **Date of Award through One Year.**

3.4.10 **Cancellation Agreement:** The County reserves the right to cancel the contract without cause by giving not less than thirty (30) calendar days prior notice to the contractor in writing of the intention to cancel, or with cause, if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of the contract may be considered a material breach of contract and must be cause for immediate termination of the contract at the discretion of Boone County. Boone County may allow the contractor reasonable opportunity to cure material breach but is not required to do so.

3.4.11 **Fiscal Non-Funding Clause:** In the event sufficient budgeted funds are not available for a new fiscal period, the County must notify the provider of such occurrence and the contract must terminate on the last day of the current fiscal period without penalty or expense to the County.

3.4.12 **Pricing:** The contract will be awarded on a firm, fixed price basis for the entirety of the initial/original contract period once contract pricing has been negotiated between the vendor and the County.

3.4.13 As this project is partially funded through a federal grant, the contract shall incorporate the terms and conditions found in "Missouri Department of Natural

Resources Federal Financial Assistance Agreements General Terms and Conditions” (**Attachment 2**).

3.4.14 Independent Contractor: The contractor is an independent contractor and shall not represent the contractor or the contractor’s employees to be employees of the County. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the County, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.



4. VENDOR STATEMENT OF QUALIFICATIONS RESPONSE PAGE

4.1 In compliance with this Request for Statement of Qualifications and subject to all the conditions thereof, the respondent agrees to furnish the services requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies. In addition, the County uses *DocuSign* when making a contract award. When providing a Contact Name and E-Mail Address below, the Contact and E-Mail address provided must be a person who has the legal authority to contractually bind the offeror's/bidder's company in a contract with the County.

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

Contact Name and E-Mail Address to receive documents for electronic signature:

NOTE: The respondent must clearly state in writing any restrictions or deviations from specifications and requirements stated herein. In the absence of such statement, the County will assume that all items/services offered are in strict compliance with specifications stated in the RSQ, including all technical and cost requirements, terms and conditions. The vendor must agree that the proposal if selected for award by the County will be included as part of the final contract with the County.

4.2 **Company History:** The vendor should describe in the available space the company's background in performing technical assistance similar to the 9-Element Plan for the Greater Bonne Femme Watershed Project, e.g., when the company was founded, how long the company has been serving the Missouri market, etc:

4.3 **Work History:** The vendor should provide a listing of government agencies, businesses, or other clients for which work was performed similar to the work envisioned for Boone County's 9-Element Plan for the Greater Bonne Femme Watershed Project:

The vendor should provide reference contact information below regarding provision of technical assistance similar to the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project below:

4.4 **Vendor's References:**

Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

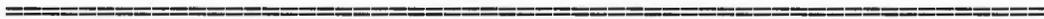
City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____



Company/Entity Name: _____

Contact Name: _____

Contact's Title: _____

City: _____ State: _____

Telephone Number and Area Code: _____

E-mail Address: _____

Description of Equipment/Services Furnished: _____

Availability of Reference: _____

4.5 **Personnel Expertise:** The vendor should describe below the background, education, and relevant expertise of key personnel who will be assigned to the County’s study:

Personnel Expertise Summary
(Also attach resumes for key personnel)

Personnel	Background and Expertise of Personnel
1. _____ (Name)	

(Title)	
<hr/>	
2. _____ (Name)	

(Title)	
<hr/>	
3. _____ (Name)	

(Title)	
<hr/>	
4. _____ (Name)	

(Title)	
<hr/>	
5. _____ (Name)	

(Title)	
<hr/>	

4.6 **Registration/Licensure/Certifications:** If not described above, the vendor should describe in the available space the relevant registration/licensure/certifications held by the company and the staff who will be performing technical assistance:

4.7 **Insurance:** The vendor should describe evidence of current insurance including coverage by category and amount:

4.8 **Project Listing:** The vendor should provide a listing of completed and pending projects in which the vendor acts/acted as the primary provider or manager of the study:

4.9 **Subcontractors, Their Roles and Their Qualifications:** The vendor should identify any and all subcontractors who may be working with the vendor to complete work on the Boone County 9-Element Plan for the Greater Bonne Femme Watershed Project, identify their role(s) in the study, and identify their qualifications to perform the work:

4.10 **Quality Controls:** The vendor should describe internal quality control and assurance procedures that will be employed to ensure accuracy and reliability in conducting the study:

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

(The vendor should complete and return with the response)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Vendor Signature

Date

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<https://www.e-verify.gov/>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if the contract amount is in excess of \$5,000. Attach to this form the *E-Verify Memorandum of Understanding* that the offeror completed when enrolling. For access to the form and related information please go to:

<https://www.e-verify.gov/employers>

If the offeror is an Individual/Proprietorship, then the offeror must return the attached *Certification of Individual Offeror*. On that form, the offeror may do **one of the three options** listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Offeror*. If the offeror chooses option number two, then the offeror will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post-secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

Options

- ____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver’s license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- ____ 2. I do not have the above documents but provide an affidavit (*copy attached – see following page*) which may allow for temporary 90-day qualification.

- ____ 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification must terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))
- see previous page -

State of Missouri)
)ss
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

“NO RESPONSE” FORM

NOTE: THE VENDOR SHOULD COMPLETE AND RETURN THIS FORM ONLY IF THE VENDOR DOES NOT WANT TO SUBMIT A STATEMENT OF QUALIFICATIONS

If the vendor does not wish to respond, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail, e-mail or fax.

Bid: RSQ: 20-07NOV19 – Request for Statement of Qualifications for Technical Assistance for the 9-Element Plan for the Greater Bonne Femme Watershed Project

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for Not Submitting a Response:

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Contractor shall comply with all applicable federal, state, and local laws and failure to do so, in County's sole discretion, shall give County the right to terminate this Contract.
2. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
3. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
4. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid. The Purchasing Director reserves the right, when only one bid has been received by the bid closing date, to delay the opening of bids to another date and time in order to revise specifications and/or establish further competition for the commodity or service required. The one (1) bid received will be retained unopened until the new Closing date, or at request of bidder, returned unopened for re-submittal at the new date and time of bid closing.
5. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
6. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
7. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.

8. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
9. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
10. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
11. Prices must be as stated in units of quantity specified and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
12. No bid transmitted by fax machine or e-mail will be accepted.
13. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
14. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms. The resulting contract will be considered “Non-Exclusive”. The County reserves the right to purchase from other vendors.
15. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. Federal regulations can be found at 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements; and contract clauses can generally be found in the *Federal Transit Administration’s Best*

Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

16. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
17. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
18. For all bid responses over \$25,000, if any manufactured goods or commodities proposed with bid/proposal response are manufactured or produced outside the United States, this MUST be noted on the Bid/Proposal Response Form or a Memo attached.
19. **For all titled vehicles and equipment the dealer must use the actual delivery date to the County on all transfer documents** including the Certificate of Origin (COO), Manufacturer's Statement of Origin (MSO), Bill of Sale (BOS) and Application for Title.
20. **Equipment and serial and model numbers** - The contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County. If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

Revised 1/17/2018

End of Document

EPA's 9 Element Watershed Based Plan Checklist

Watershed Management Plan Title:	Waterbody ID, Hydrologic Unit Code:	
_ Draft Review, version number: or __ Final Version	Reviewer:	Review Date:
Counties:	Project Name/Number:	
A TMDL for This Watershed is ("X" as applicable): a) () Approved () In Draft b) No TMDL Has Been Developed to Date: ()	Comments: a) () Accept b) () Accept with Comments c) () Needs Revision	

Element A: Causes and Sources of Pollution

<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. Water body use designations, water quality criteria or standards, and impaired uses for waters in the project area, including HUC information are described.			
2. Specific causes and sources of 303(d) impairments, are listed by waterbody segment (ID), length, and area impaired.			
3. If a TMDL exists, specific causes and sources of the impairments are described using the waterbody segments (ID), length, and area impaired.			
4. Specific NPS sources of impairments are mapped or identified by area, category/subcategory, facility type, etc.			
5. Any point sources are identified and their potential impacts are listed.			
6. Causes of impairment are broken down by source and quantified by load, percentage, priority, or other method to identify the extent of the source treated (such as x number of animal feeding operations within segment y).			
7. Maps are used to identify specific, critical/targeted areas within the watershed, and to estimate the areas and/or length of their extent.			

Element B: Expected Load Reductions			
Criteria	Brief Description	Reference Document	Page(s)
1. The watershed-based plan includes load reductions needed to meet water quality criteria or standards [for the 303(d) list or TMDL] in impaired streams and achieve the environmental goal. *This is a requirement of the WBP*			
2. The source of the load reduction information (TMDL, modeling, monitoring) is identified to <i>estimate</i> pollutant load reductions (assumptions and limitations should be stated).			
3. The plan provides <i>estimates</i> of potential load reductions for each pollutants cause/source, or groups of similar sources that need to be managed.			
Element C: Proposed Management Measures			
Criteria	Brief Description	Reference Document	Page(s)
1. BMPs needed to address each cause and source of pollution are listed, described, prioritized, and mapped to meet load reductions that will achieve water quality criteria or standards for the impairment.			
2. Specific BMPs are identified and rationalized as the appropriate and acceptable BMPs for the impairment in the critical/targeted areas.			
3. Expected load reductions are identified within the critical/targeted areas.			

Element D: Technical, Financial, and Regulatory Assistance Needs

<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. The entity (SWCD, county, city, watershed group, etc.) responsible for managing the watershed-based plan funds is listed.			
2. Cost estimates reflect all planning and implementation costs.			
3. Cost estimates are provided for each type of BMP.			
4. Information is provided on how the cost estimate was determined.			
5. All attainable funding and technical sources are identified for federal, state, local, and private contributions, including all sources of match.			
6. Funding is strategically allotted - BMP funding available from other sources (NRCS and SWCP) is not duplicated by § 319 funding.			

Element E: Information and Education

<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. An overall strategy for the information, education, and participation component is described and will engage stakeholders (federal, state, local, private).			
2. Education/outreach materials will be utilized. Examples include public meetings, watershed events, multimedia campaigns, news articles, signage in high visibility areas, etc.			
3. The watershed-based plan includes an evaluation process to determine its effectiveness (i.e. surveys).			

Element F: Implementation Schedule			
<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. Implementation schedule (by season, quarter, etc.) includes expected accomplishments and the interim milestones listed in Element G.			
Element G: Measurable Milestones and Project Outcomes			
<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. A schedule is provided of reasonable and attainable interim milestones, benchmarks, phases, or steps for implementing each group of management measures.			
2. A logical sequence of timelines for achieving the milestones, benchmarks, phases, or steps is listed.			
Element H: Evaluation Criteria			
<i>Criteria</i>	<i>Brief Description</i>	<i>Reference Document</i>	<i>Page(s)</i>
1. The watershed-based plan defines quantitative measures of water quality (pollution reduction, such as increased fish diversity, increased DO, reduced E. coli levels, number of beach closings, etc.).			
2. The watershed-based plan uses the water quality measures utilized in <i>Element H.1.</i> to estimate the improved conditions at future points in time. For instance, the plan could use five year increments: "in 5 years, phosphorus levels will be at X and E. coli levels will be at Y; in 10 years... in 15 years..."			
3. The plan shows an overall trend with the goal of achieving water quality criteria or standards in the affected waterbody.			
4. The watershed-based plan identifies when the overall strategy needs to be re-evaluated and how that will be done if anticipated goals are not met.			

Element I: Monitoring

Criteria	Brief Description	Reference Document	Page(s)
1. The monitoring plan effectively measures progress towards meeting the water quality criteria or standards.			
a. The watershed-based plan includes indicators/parameters monitored.			
b. The entity performing sampling is identified.			
c. Scheme: pre/post BMP installation sampling or upstream/downstream sampling is planned to determine BMP effectiveness.			
d. The watershed-based plan includes an appropriate number of monitoring stations.			
e. The watershed-based plan lists adequate sampling frequency and time of year.			
2. Monitoring will demonstrate the effectiveness of implementing management measures over time.			

Comments

List any places where the watershed-based plan satisfied or failed to satisfy the review criteria. Reference any elements where information is needed to satisfy the review criteria. Add additional comments to consider for future revisions.



MISSOURI DEPARTMENT OF NATURAL RESOURCES
Federal Financial Assistance Agreements
General Terms and Conditions

These general terms and conditions highlight requirements which are especially pertinent to federal assistance agreements made by the Missouri Department of Natural Resources (MoDNR). These general terms and conditions do not set out all of the provisions of the applicable laws and regulations, nor do they represent an exhaustive list of all requirements applicable to this award. These terms and conditions are emphasized here because they are frequently invoked and their violation is of serious concern.

Pursuant to 2 CFR 200.331, the sub-recipient shall require the language of the certifications and terms applicable to financial assistance awards to be included in sub-award document at all tiers and all sub-recipients shall certify and disclose accordingly. This “flow down” requirement imposed on the sponsoring agent by the Department is to ensure the EPA award is used in accordance with Federal statutes, regulations and the terms of the EPA award. The sponsoring agent is accountable to the Department for compliance with Federal requirements. In turn, the Department is responsible to EPA for ensuring that sponsoring agents comply with Federal requirements and with EPA’s General Terms and Conditions: <https://www.epa.gov/grants/grant-terms-and-conditions>.

In addition to these terms and conditions, the recipient must comply with all governing requirements of their financial assistance agreement, including the Title 2 Grants and Agreements, Chapter II Part 200 of the Code of Federal Regulation, under the title "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." The regulations can be found at http://www.ecfr.gov/cgi-bin/text-idx?SID=da74e925e27b89e7f8625019850377cf&tpl=/ecfrbrowse/Title02/2tab_02.tpl.

I. Administrative Requirements

- A. **Method of Payment.** The recipient will be reimbursed by the MoDNR for all allowable expenses incurred in performing the scope of services. The recipient shall report project expenses and submit to the MoDNR original payment requests as required by division/program per the financial assistance agreement. The form must be completed with the MoDNR payment request amount and local share detailed, if applicable. Payment requests must provide a breakdown of project expenses by the budget categories contained in the financial assistance agreement budget. Payment requests must be received by the MoDNR per the financial assistance agreement. No reimbursement will be made for expenditures prior to award unless approval for pre-award costs has been granted. No reimbursements will be made for expenditures incurred after the closing budget date unless a budget time period extension has been granted by the MoDNR prior to the closing budget date.

1. Payments under non-construction grants will be based on the grant sharing ratio as applied to the total agreed project cost for each invoice submitted unless the financial assistance agreement specifically provides for advance payments. Advance payments may only be made upon a showing of good cause or special circumstances, as determined by the MoDNR and must be as close as is administratively feasible to the actual disbursement. Advance payments will only be made to cover estimated expenditures as agreed. The MoDNR will not advance more than 25% of the total amount of the grant unless the recipient demonstrates good cause.
 2. All payment requests must have the following certification by the authorized recipient official: By signing this report, I certify to the best of my knowledge and belief the report is true, complete and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the financial assistance agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.
- B. **Retention and Custodial Requirements for Records.** The recipient shall retain financial records, supporting documents, statistical records and all other records pertinent to the financial assistance agreement for a period of five years starting from the date of submission of the final payment request. Authorized representatives of federal awarding agencies, the Federal Inspectors General, the Comptroller General of the United States, the State Auditor's Office, the MoDNR or any of their designees shall have access to any pertinent books, documents, and records of recipient in order to conduct audits or examinations. The recipient agrees to allow monitoring and auditing by the MoDNR and/or authorized representative. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five year period, the recipient shall retain records until all litigations, claims or audit findings involving the records have been resolved and final action taken.
- C. **Program Income.**
1. The recipient is encouraged to earn income to defray program costs. Program income means gross income earned that is directly generated by a supported activity or earned as a result of the financial assistance agreement during the period of performance. Program income includes but is not limited to income from: fees for services performed, the use or rental of real or personal property acquired with financial assistance funds, the sale of commodities or items fabricated under the financial assistance agreement, license fees and royalties on patents and copyrights and payments of principal and interest on loans made with financial assistance

funds. Program income does not include items such as rebates, credits, discounts, or refunds and interest earned.

2. Program income shall be deducted from total outlays to determine net allowable costs. With approval of the federal awarding agency, program income may be added to the federal award or used to meet cost sharing or matching requirements. The default deductive alternative requires that program income be deducted from total allowable costs to determine the net allowable amount to which the respective matching ratios are applied.

For example, 50/50 share ratio agreement with total allowable costs of \$10,000 that earns \$1,000 in program income would result in \$4,500 net share and a \$4,500 net financial assistance share.

- D. **Match or Cost Share Funding.** In general, match or cost sharing represents that portion of project costs not borne by state appropriations. The matching share will usually be prescribed as a minimum percentage. In-kind (noncash) contributions are allowable project costs when they directly benefit and are necessary and reasonable for the accomplishment of the project or program objectives. Any in-kind match must be assigned a fair market value consistent with those paid for similar work in the labor market and be documented and verifiable. Neither costs nor the values of third party in-kind contributions count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another federal financial assistance agreement, a federal procurement contract, or any other award of federal funds. Federal funds from another federal grant or financial assistance agreement shall not count towards satisfying a cost sharing or matching requirement of a grant agreement.

1. Match or cost share funding will be established by the MoDNR through negotiation with the recipient. Signature by both the MoDNR and recipient on the financial assistance agreement form firmly affixes the match or cost sharing ratios. Full expenditure of recipient match or cost share funding is required over the life of the financial assistance agreement. Recipient must submit payment requests to the MoDNR, as required by the financial assistance agreement, and provide financial records for total expenditure of state and match or cost share funding. The MoDNR will reimburse the recipient for its percentage portion agreed to less any negotiated withholding.
2. Failure to provide 100% of the match or cost share ratio of total expenditures as identified in the financial assistance agreement may cause the recipient to become ineligible to receive additional financial assistance from the MoDNR. Failure to provide the required match may result in other enforcement remedies as stated in Y. for noncompliance.

- E. **Financial Management Systems.** The financial management systems of the recipient must meet the following standards:
1. **Financial Reporting.** Accurate, current, and complete disclosure of financial results of financially assisted activities must be made in accordance with the financial reporting requirements of the financial assistance agreement;
 2. **Accounting Records.** Maintain records which adequately identify the source and application of funds provided for financially assisted activities to include the CFDA title and number, Federal Award Identification Number (FAIN) and year, name of the federal agency and pass-thru entity. These records must contain information pertaining to financial assistance awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income;
 3. **Internal Control.** Effective written internal controls and accountability must be maintained for all recipient cash, real and personal property, and other assets. The recipient must adequately safeguard all such property and must assure that it is used solely for authorized purposes. These internal controls should be in compliance with guidance in the “Standards for Internal Control in the Federal Government” and the “Internal Control Integrated Framework”;
 4. **Budget Control.** Actual expenditures or outlays must be compared with budgeted amounts for each financial assistance agreement;
 5. **Allowable Costs.** OMB cost principles, applicable federal agency program regulations, and the financial assistance agreement scope of work will be followed in determining the reasonableness, allowability and allocability of costs;
 6. **Source Documentation.** Records must adequately identify the source and application of funds for federally funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. The documentation must be made available by the recipient at the MoDNR's request or any of the following: authorized representatives of the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees;
 7. The recipient shall have written procedures in place to minimize the time lapsed between money disbursed by the MoDNR and spent by the recipient.

- F. **Reporting of Program Performance.** The recipient shall submit to the MoDNR a performance report for each program, function, or activity as specified by the financial assistance agreement or at least annually and/or after completion of the project. Performance report requirements, if not expressly stated in the scope of work, should include, at a minimum, a comparison of actual accomplishments to the goals established, reasons why goals were not met, including analysis and explanation of cost overruns or higher unit cost when appropriate, and other pertinent information. Representatives of the MoDNR, the federal awarding agency, the Federal Inspector General, the Comptroller General of the United States, State Auditor's Office or any of their designees shall have the right to visit the project site(s) during reasonable hours for the duration of the contract period and for five years thereafter.
- G. **Budget and Scope of Work Revisions.** The recipient is permitted to rebudget within the approved direct cost budget to meet unanticipated requirements. The following is a non-exclusive listing of when a recipient must request approval in writing to revise budgets and scopes of work under the following conditions:
1. For non-construction grants, the recipient shall obtain the prior approval of the MoDNR, unless waived by the MoDNR, for cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions or activities when the accumulative amounts of such transfers exceed or are expected to exceed 10% of the current total approved budget whenever the MoDNR's share exceeds the simplified acquisition amount threshold.
 2. For construction and non-construction projects, the recipient shall obtain prior written approval from the MoDNR for any budget revision which would result in the need for additional funds.
 3. For combined non-construction and construction projects, the recipient must obtain prior written approval from the MoDNR before making any fund or budget transfer from the non-construction to construction or vice versa.
 4. A recipient under non-construction projects must obtain prior written approval from the MoDNR whenever contracting out, subgranting, or otherwise obtaining a third party to perform activities which are central to the purpose of the award.
 5. Changes to the scope of services, including changes to key personnel described in the financial assistance agreement, must receive prior approval from the MoDNR. Approved changes in the scope of work or budget shall be incorporated by written amendment to the financial assistance agreement.

6. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.
 7. Changes in the amount of approved cost-sharing or matching provided by the recipient. No other prior approval requirements for specific items may be imposed unless a deviation has been approved.
 8. Initiate a one-time extension of the period of performance by up to 12 months unless one or more of the conditions outlined below apply. For one-time extensions, the recipient must notify the MoDNR in writing with the supporting reasons and revised period of performance at least 90 calendar days before the end of the period of performance specified in the financial assistance agreement. This one-time extension may not be exercised merely for the purpose of using unobligated balances. Extensions require explicit prior approval from MoDNR when:
 - a. The terms and conditions of the financial assistance agreement prohibit the extension.
 - b. The extension requires additional funds.
 - c. The extension involves any change in the approved objectives or scope of the project.
 - d. Carry forward unobligated balances to subsequent period of performance.
 9. Extending the agreement past the original completion date requires approval of the MoDNR.
- H. **Equipment Use.** The recipient agrees that any equipment purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. The recipient may not use equipment purchased pursuant to this agreement for any other purpose without approval from the MoDNR. The equipment shall not be moved from the State of Missouri without approval from the MoDNR. State agencies shall follow the Code of State Regulations. The following standards shall govern the utilization and disposition of equipment acquired with financial assistance funds:
1. Title to equipment acquired under this financial assistance agreement will vest with the recipient on acquisition. Equipment means an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost \$5,000 and greater.

- a. Equipment shall be used by the recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by MoDNR funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by the MoDNR or the federal agency. If the MoDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the assets without the MoDNR's prior written approval.
 - b. The recipient shall also make equipment available for use on other projects or programs currently or previously supported by the MoDNR, providing such use will not interfere with the work on the projects or program for which it was originally acquired. User fees should be considered if appropriate.
 - c. The recipient must not use equipment acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.
 - d. When acquiring replacement equipment, the recipient may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of the MoDNR.
2. Equipment Management. The recipient's procedures for managing equipment, whether acquired in whole or in part with financial assistance funds, will, at a minimum, meet the following requirements until disposition takes place:
- a. The recipient must maintain property records that include a description of the equipment, a serial number or other identification number, the source of funding, the acquisition date, cost of the property, percentage of federal or state participation in the cost of the property, the location, use and condition of the property and disposition information including the date of the disposal and sale price of the property.
 - b. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.

- c. A control system must be developed to ensure adequate safeguards to prevent against loss, damage, or theft of the property. Any loss, damage, or theft shall be reported to and investigated by local authorities. The recipient shall procure and maintain insurance covering loss or damage to equipment purchased with a financial assistance agreement, with financially sound and reputable insurance companies or through self-insurance. Amounts and coverage of such risks should be that which are usually carried by companies engaged in the same or similar business and similarly situated.
 - d. The recipient must develop adequate maintenance procedures to keep the property in good condition.
 - e. If the recipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.
 3. Disposition. When original or replacement equipment acquired under the financial assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by the MoDNR, the recipient shall dispose of the equipment as follows:
 - a. Items of equipment with a current per-unit fair market value \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the MoDNR.
 - b. For items of equipment with a current per unit fair market value of more than \$5,000, the MoDNR shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the MoDNR's share of the equipment. Disposition instructions must be requested from the MoDNR when equipment is no longer needed.
 - c. In cases where a recipient fails to take appropriate disposition actions, the MoDNR may direct the recipient how to dispose of the equipment.
 - d. If the MoDNR puts the recipient on notice that it believes assistance assets are not being used for the intended purpose, the recipient shall not sell, give away, move or abandon the asset without MoDNR's written approval.
- I. **Supplies.** The recipient agrees that all supplies purchased pursuant to this agreement shall be used for the performance of services under this agreement during the term of this agreement. Title to supplies acquired under a financial

assistance agreement will vest, upon acquisitions, with the recipient. If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate fair market value upon termination or completion of the award, and if the supplies are not needed for any other federally sponsored programs or projects, the recipient shall compensate the department for its share. The recipient must not use supplies acquired with funding from this financial assistance agreement to provide services for a fee to compete unfairly with private companies that provide equivalent services, unless specifically permitted or contemplated by state or federal law. This fee may be considered program income under Section C, Program Income.

- J. **Inventions and Patents.** If any recipient produces subject matter, which is or may be patentable in the course of work sponsored by this financial assistance agreement, the recipient shall promptly and fully disclose such subject matter in writing to the MoDNR. In the event that the recipient fails or declines to file Letters of Patent or to recognize patentable subject matter, the MoDNR reserves the right to file the same. The MoDNR grants to the recipient the opportunity to acquire an exclusive license, including the right to sublicense, with a royalty consideration paid to the MoDNR. Payment of royalties by recipient to the MoDNR will be addressed in a separate royalty agreement.
- K. **Copyrights.** Except as otherwise provided in the terms and conditions of this financial assistance agreement, the author or the recipient is free to copyright any books, publications, or other copyrightable material developed in the course of this agreement. However, the MoDNR and federal awarding agency reserve a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, with the approval of MoDNR, the work for government purposes.
- L. **Prior Approval for Publications.** The recipient shall submit to the MoDNR two draft copies of each publication and other printed materials which are intended for distribution and are financed, wholly or in part, by financial assistance funds. The recipient shall not print or distribute any publication until receiving written approval by the MoDNR.
- M. **Mandatory Disclosures.** The recipient agrees that all statements, press releases, requests for proposals, bid solicitations, and other documents describing the program/project for which funds are now being awarded will include a statement of the percentage of the total cost of the program/project which is financed with federal and state money, and the dollar amount of federal and state funds for the program/project.
- N. **Procurement Standards.** The recipient shall use their own documented procurement procedures that reflect applicable state and local laws and regulations provided that procurement conforms to standards set forth in the "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards."

2. No work or services paid for wholly or in part with state or federal funds, will be contracted without the written consent of the MoDNR.
 3. The recipient agrees that any contract, interagency agreement, or equipment to be procured under this award which was not included in the approved work plan must receive formal MoDNR approval prior to expenditure of funds associated with that contract, interagency agreement, or equipment purchase.
- O. **Audit Requirements.** The MoDNR and the State Auditor's Office have the right to conduct audits of recipients at any time. The recipient shall arrange for independent audits as prescribed in "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, Subpart F", as applicable. Audits must confirm that records accurately reflect the operations of the recipient; the internal control structure provides reasonable assurance that assets are safeguarded, and recipient is in compliance with applicable laws and regulations. When the recipient has its yearly audit conducted by a governmental agency or private auditing firm, the relevant portion(s) of the audit report will be submitted to the MoDNR. Other portions of the audit shall be made available at the MoDNR's request.
- P. **Freedom of Information Act.** In response to a Freedom of Information Act (FOIA) request for research data relating to published research findings produced under a Federal award that were used by the Federal government in developing an agency action that has the force and effect of law, the MoDNR must request, and the recipient must provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the MoDNR obtains the research data solely in response to a FOIA request, the MoDNR may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect costs incurred by the MoDNR and the recipient. This fee is in addition to any fees the Federal awarding agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).
- Q. **Conflicts of Interest.** The recipients must have written standards and policies covering conflicts of interest. No party to this financial assistance agreement, nor any officer, agent, or employee of either party to this assistance agreement, shall participate in any decision related to such assistance agreement which could result in a real or apparent conflict of interest, including any decision which would affect their personal or pecuniary interest, directly or indirectly. The recipient is advised that, consistent with Chapter 105, RSMo, no state employee shall perform any service for consideration paid by the recipient for one year after termination of the employee's state employment by which the former state employee attempts to influence a decision of a state agency. A state employee who leaves state employment is permanently banned from performing any service for any consideration in relation to any case, decision, proceeding, or application in which the employee personally participated during state employment.

- R. **State Appropriated Funding.** The recipient agrees that funds expended for the purposes of this financial assistance agreement must be appropriated and made available by the Missouri General Assembly for each fiscal year included within the financial assistance agreement period, as well as being awarded by the federal or state agency supporting the project. Therefore, the financial assistance agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated and/or granted. In the event that funds are not appropriated and/or granted for the financial assistance agreement, the recipient shall not prohibit or otherwise limit the MoDNR's right to pursue alternate solutions and remedies as deemed necessary for the conduct of state government affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any option to extend the financial assistance agreement.
- S. **Eligibility, Debarment and Suspension (SubPart C).** By applying for this financial assistance agreement, the recipient verifies that it, its board of directors, and all of its principals are currently in compliance with all state and federal environmental laws and court orders issued pursuant to those laws, and that all environmental violations have been resolved (for example, no pending or unresolved Notice of Violation (NOV)) at the time of application. If compliance issues exist, the recipient shall disclose to the MoDNR all pending or unresolved violations noted in a NOV, administrative order, or civil and criminal lawsuit, but only where those alleged violations occurred in the State of Missouri. If a NOV occurs during the financial assistance period, the recipient must notify the MoDNR immediately. The MoDNR will not make any award or payment at any time to any party which is debarred or suspended, under federal or state authority, or is otherwise excluded from or ineligible for participation in federal assistance under Executive Order 12549, "Debarment and Suspension." The recipient may access the Excluded Parties List at www.sam.gov.
- T. **Restrictions on Lobbying.** No portion of this agreement may be expended by the recipient to pay any person for influencing or attempting to influence the executive or legislative branch with respect to the following actions: awarding of a contract; making of an assistance agreement; making of a loan; entering into a cooperative agreement; or the extension, continuation, renewal, amendment or modification of any of these as prohibited by Section 319, Public Law 101-121 (31 U.S.C. 1352). In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- U. **Recycled Paper.** Consistent with Federal Executive Order 13423 and EPA Executive Order 1000.25, the recipient shall use recycled paper consisting of at least 30% post-consumer fiber and double sided printing for all reports which are prepared as a part of this assistance agreement and delivered to the MoDNR. The

recipient must use recycled paper for any materials that it produces and makes available to any parties. The chasing arrows symbol representing the recycled content of the paper will be clearly displayed on at least one page of any materials provided to any parties.

V. **Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms.** In accordance with Missouri Executive Order No. 15-06 and federal administrative provisions, all recipients shall make every feasible effort to target the percentage of goods and services procured from certified minority business enterprises (MBE) and women business enterprises (WBE) to 10% and 10%, respectively, when utilizing financial assistance funds to purchase supplies, equipment, construction and services related to this financial assistance agreement.

1. The recipient agrees to take all necessary affirmative steps required to assure that small and minority firms and women's business enterprises are used when possible as sources when procuring supplies, equipment, construction and services related to the financial assistance agreement. The recipient agrees to include information about these requirements in solicitation documents. Affirmative steps shall include:
 - a. Placing qualified small and minority business and women's business enterprises on solicitation lists;
 - b. Ensuring that small and minority business and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small and minority business and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements of work will encourage participation by small and minority business and women's business enterprises;
 - e. Using the services of the Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce and the MO Office of Equal Opportunity, and;
 - f. Requiring any prime contractor or other subrecipients, if subagreements are to be allowed, to take the affirmative steps in subparagraphs a. through e. of this section.
2. For EPA funded financial assistance agreements, the recipient agrees to include disadvantaged business enterprises in the affirmative steps indicated above.

4. For EPA funded financial assistance agreements, the recipient shall utilize EPA form 5700-52A to report to MoDNR procurements under the financial assistance agreement.

W. **Disputes.** The recipient and the MoDNR should attempt to resolve disagreements concerning the administration or performance of the financial assistance agreement. If an agreement cannot be reached, the MoDNR will provide a written decision. Such decision of the MoDNR shall be final unless a request for review is submitted to the division director within ten (10) business days after the decision. Such request shall include: (1) a copy of the MoDNR's final decision; (2) a statement of the amount in dispute; (3) a brief description of the issue(s) involved; and (4) a concise statement of the objections to the final decision. A decision by the MoDNR shall constitute final action.

X. **Termination**

1. **Termination for Cause.** The MoDNR may terminate any financial assistance agreement, in whole or in part, at any time before the date of completion whenever it is determined that the recipient has failed to comply with the terms and conditions of the financial assistance agreement. The MoDNR shall promptly notify the recipient in writing of such a determination and the reasons for the termination, together with the effective date. The MoDNR reserves the right to withhold all or a portion of agreement funds if the recipient violates any term or condition of this financial assistance agreement. Termination for cause may be considered for evaluating future applications. The recipient may object to terminations with cause and may provide information and documentation challenging the termination.
2. **Termination for Convenience.** Both the MoDNR and the recipient may terminate the financial assistance agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds.
3. Financial assistance agreements are not transferable to any person or entity.
4. MoDNR and the recipient remain responsible for compliance with all closeout requirements.

Y. **Enforcement; Remedies for Noncompliance.** If the recipient falsifies any award document or materially fails to comply with any term of this financial assistance agreement, the MoDNR may take one or more of the following actions, as appropriate:

1. Suspend or terminate, in whole or part, the current agreement;

2. Disallow all or part of the cost of the activity or action not in compliance;
 3. Temporarily withhold cash payments pending the recipient's correction of the deficiency;
 4. Withhold further awards from the recipient;
 5. Order the recipient not to transfer ownership of equipment purchased with assistance money without prior MoDNR approval; or
 6. Take other remedies that may be legally available, including cost recovery, breach of contract, and suspension or debarment.
- Z. **Subgrantee's Signature.** The recipient's signature on the application and the award documents signifies the recipient's agreement to all of the terms and conditions of the financial assistance agreement.
- AA. **Human Trafficking. This requirement applies to non-profit recipients or subrecipients.** The recipient, their employees, subrecipients under this agreement, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the agreement is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the agreement or subagreements under the award. The department has the right to terminate unilaterally: (1) implement section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended, noncompliance that are available to the recipient under this agreement.
- BB. **Illegal Immigration.** Any municipality that enacts or adopts a sanctuary policy will be ineligible for moneys provided through financial assistance agreements administered by any state agency or department until the policy is repealed or is no longer in effect (Missouri Statutes – RSMo 67.307 (2)). No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri (RSMo 285.525 – 285.530).
- CC. **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

M. Federal Funding Accountability and Transparency Act (FFATA)

Requirements. If the original assistance agreement amount is less than \$25,000 and an amendment increases the award amount to \$25,000 or greater, the recipient must submit the following to the MoDNR prior to MoDNR signing the amendment (Subrecipient Informational Form):

1. Location of the entity receiving the financial assistance and primary location of performance under the award, including city, state, congressional district and county;
2. A unique entity identifier of the entity receiving the financial assistance;
3. A unique entity identifier of the parent entity of the recipient; and
4. Names and total compensation for the five most highly compensated officers for the preceding completed fiscal year

EE. Executive Compensation. If FFATA reporting requirements apply and if the agreement period will exceed 12 months, the recipient must provide to the MoDNR updated compensation information for their five most highly compensated officers using the Subrecipient Informational Form at the end of each 12 month period.

FF. Competency. The recipient ensures that all personnel associated with this financial assistance agreement, including staff, contractors and subrecipients, possess adequate education, training and experience to satisfactorily perform all technical tasks to be performed in order to fulfill the requirements of this agreement.

II. Statutory Requirements

The recipient must comply with all federal, state and local laws relating to employment, construction, research, environmental compliance, and other activities associated with grants from the MoDNR. Failure to abide by these laws is sufficient grounds to cancel the agreement. For a copy of state and federal laws that typically apply to financial assistance agreements contact the MoDNR. By applying for this financial assistance agreement, the recipient certifies that the recipient, its board of directors and principals are in compliance with the specific federal and state laws set out below. Further, the recipient shall report to the MoDNR any instance in which the recipient or any member of its board of directors or principals is determined by any administrative agency or by any court in connection with any judicial proceeding to be in noncompliance with any of the specific federal or state laws set forth below. Such report shall be submitted within ten (10) working days following such determination. Failure to comply with the reporting requirement may be grounds for termination of this financial assistance agreement or suspension or debarment of the recipient.

- A. Laws and regulations related to nondiscrimination:
1. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, including Limited English Proficiency (LEP);
 2. Title VII of the Civil Rights Act of 1964 found at 42 U.S.C. §2000(e) et.seq. which prohibits discrimination on the basis of race, color, religion, national origin, or sex;
 3. Title IX of the Education Amendments of 1972, as amended (U.S.C. §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability;
 5. Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 621-634), which prohibits discrimination on the basis of age;
 6. Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 7. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 8. Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 9. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
 10. Chapter 213 of the Missouri Revised Statutes which prohibits discrimination on the basis of race, color, religion, national origin, sex, age, and disability.
 11. The Americans with Disabilities Act (P. L. 101-336), 42 U. S. C. §12101 et seq., relating to nondiscrimination with respect to employment, public services, public accommodations and telecommunications.
 12. Any other nondiscrimination provisions in the specific statute(s) and regulations under which application for federal assistance is being made.

13. The requirements of any other nondiscrimination statute(s) and regulations which may apply to the application.

B. State and Federal Environmental Laws:

1. The Federal Clean Air Act, 42 U.S.C. § 7606, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
2. The Federal Water Pollution Control Act, 33 U.S.C. § 1368, as amended, prohibiting award of assistance by way of grant, loan, or contract to noncomplying facilities.
3. The National Environmental Policy Act of 1969, 42 U.S.C. § 4321 et seq., as amended, particularly as it relates to the assessment of the environmental impact of federally assisted projects.
4. The National Historic Preservation Act of 1966, 16 U.S.C. § 470 et seq., as amended, relating to the preservation of historic landmarks.
5. Earthquakes - Seismic Building and Construction Ordinances, §§ 319.200 - 319.207, RSMo (Cum. Supp. 1990), relating to the adoption of seismic design and construction ordinances by certain cities, towns, villages and counties.
6. The Missouri Clean Water Law, Sections 644.006 to 644.141, RSMo.
7. The Missouri Hazardous Waste Management Law, Section, 260.350 to 260.430, RSMo.
8. The Missouri Solid Waste Management Law, Sections 260.200 to 260.245, RSMo.
9. The Missouri Air Conservation Law, Sections 643.101 to 643.190, RSMo.

- C. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601 and 4651 et seq., relating to acquisition of interest in real property or any displacement of persons, businesses, or farm operations.

- D. The Hatch Act, 5 U.S.C. § 1501 et seq., as amended, relating to certain political activities of certain State and local employees.

- E. The Archaeological and Historic Preservation Act of 1974 (Public Law 93-291) relating to potential loss or destruction of significant scientific, historical, or archaeological data in connection with federally assisted activities.

- F. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- G. The flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- H. The Privacy Act of 1974, P.L. 93-579, as amended prohibiting the maintenance of information about any individual in a manner which would violate the provision of the Act.
- I. Public Law 93-348 regarding the protection of human subjects involved in research, development and related activities supported by this award of assistance.
- J. The Laboratory Animal Welfare Act of 1966 (P. L. 89-544), 7 U.S.C. § 2131 et seq., pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- K. The following additional requirements apply to projects that involve construction:
 - 1. The Davis-Bacon Act, as amended, 40 U.S.C. § 276a et seq., respecting wage rates for federally assisted construction contracts in excess of \$2000.
 - 2. The Copeland (Anti-Kickback) Act, 18 U.S.C. § 874, 40 U.S.C. § 276c.
 - 3. The Contract Work Hours and Safety Standards Act, 40 U.S.C. § 327 et seq.
 - 4. Convict labor shall not be used on construction projects unless by convicts who are on work release, parole, or probation.
 - 5. The Lead-Based Paint Poisoning Prevention Act (42 U. S. C. § 4801 et seq.) which prohibits the use of lead paint in construction or rehabilitation of residence structures.