

TO PROSPECTIVE OFFERORS:

WM BUCKET CONTROL  
CENTER

REQUEST FOR PROPOSAL (RFP)  
Socioeconomic Impact Identification and Assessment

'84 NOV 28 11:29

The Mississippi Energy and Transportation Board (METB) plans to contract with a qualified organization or organizations to identify those social and economic impacts, both perceived by the affected citizens and those indicated by other forms of statistics and documents, that exist or are predicted to occur at three levels: locally, at the multi-county primary impact area and statewide if (1) the Richton Dome in Perry County, Mississippi, is recommended by the U. S. Department of Energy to be further evaluated as a potential nuclear waste repository, (2) the Richton Dome in Perry County, Mississippi, is selected by the President as a nuclear waste repository, (3) the Cypress Creek Dome in Perry County, Mississippi, is to be further evaluated as a potential nuclear waste repository and (4) the Cypress Creek Dome in Perry County, Mississippi is selected by the President as a nuclear waste repository. The Contractor will identify those social and economic impacts that have occurred during the pre-site characterization period, including regional and area characterization; will occur during the site characterization period; will occur during repository construction, operation and post-operation stages. Subsequent to the identification of the impacts described above, the Contractor will be required to assess those impacts both in terms of their social and economic consequences, from a local, multi-county primary impact area and statewide standpoint.

The efforts under consideration are described in the Statement of Work attached to this request (Enclosure 1). This effort will be in direct support of work being conducted by the State of Mississippi under a U. S. Department of Energy grant. You are invited to submit a proposal to perform the described effort.

It is anticipated that offerors will demonstrate their ability to manage the study in such a way that an integrated, quality product will be completed in a timely fashion. It is also expected that in selecting a qualified technical team, offerors will include persons with expertise on the local area.

It is anticipated that a multiphased fixed fee, term type, contract(s) will be negotiated with the successful offeror(s). It is anticipated that the contract(s) will be initiated on or about November 19, 1984 for a term of approximately twelve months, the period of which is renegotiable upon mutual consent of both parties.

METB reserves the right, without qualification, to select any proposal as a basis for negotiation, to reject all proposals and to exercise its discretion and apply its judgement with respect to any proposal submitted. METB also reserves the right to combine proposals or aspects of proposals if no single proposal is deemed to be sufficient of itself. This RFP does not commit METB to pay the costs incurred in connection with any proposal, or to procure or contract for any services.

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PDR WASTE PDR  
WM-16

WM Record File

106.1

WM Project 16

Docket No. \_\_\_\_\_

PDR

LPDR

Distribution:

REB/MJB LIVERMAN/KERR

JOB/ROM/ORM JOHNSON

(Return to WM, 623-SS) B. TROJANOWSKI - TT

Rec'd from Kelly Haggard - St. of MS

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## SELECTION PROCESS

The acquisition process will be carried out by a Selection Committee, appointed by METB in consultation with the Nuclear Waste Policy Advisory Council (NWPAC). The Source Selection Procedures are available at METB and are designed to conform with the METB procurement procedures and the legal requirements of the State of Mississippi. The finding of the Selection Committee will be presented to the NWPAC. The NWPAC will make recommendations to the Energy and Transportation Board who will in turn make the final determination on selection.

In the selection process, the Selection Committee will assess qualitative/quantitative distinctions between offerors in accordance with established criteria.

During the initial evaluation, but prior to completing initial rating, any proposal determined to be so obviously deficient as to be totally unacceptable on its face may be eliminated from further consideration. Remaining proposals will be evaluated and rated using the evaluation criteria developed by METB to determine which are within the competitive range.

Verbal and/or written discussions will be held with those firms and organizations determined to be most qualified by the Selection Committee. Firms and/or organizations eliminated from further consideration during the selection process will be promptly notified. It is the intent of METB to conduct negotiations for award of a contract with only the best qualified organization(s) as determined by evaluation of competitive proposals, all relevant factors considered.

## PROPOSAL PREPARATION

Your proposal is to be prepared in accordance with the instructions contained in Enclosure No. 3, Proposal Preparation Instructions. Proposals are to be prepared and submitted in two separate volumes. Volume I shall contain your transmittal letter, the technical proposal and vitae and experience of investigators. Volume II shall contain certifications as may be required by METB and financial resources data. Cost proposals are not to be included, as contract costs will be negotiated with the most qualified offerors. Due to the nature of the study, the offerors are advised that areas of expertise should include at a minimum sociology, anthropology, psychology, human services, risk analysis, economics and planning including transportation and financial evaluations, geography, folklore and history. Investigators should have expertise in performing field surveys and in conducting controlled studies. You must state that your proposal is valid for sixty (60) days from the due date for submission of your proposal.

## PROPOSAL SUBMISSION

Submit ten (10) copies each of Volume I and Volume II of your proposal in sufficient time to be received by METB not later than 5:00 p.m., November 1, 1984.

Only one of the copies shall have any identification of the proposer. This qualification shall apply to logos, symbols or other distinctive markings which could identify the offeror. All other copies shall be devoid of such markings or identification. Offerors who do not conform to this criterion may be subject to disqualification at the discretion of the Chairperson of the Selection Committee.

Proposals should be addressed as follows:

Mississippi Energy and Transportation Board  
510 George Street, Watkins Building Suite 300  
Jackson, Mississippi 39202-3096

Attention: Mr. Wilbur G. Ball, Executive Director

SEALED PROPOSAL - DO NOT OPEN

In the event you wish to hand deliver your proposal, bring them to the following location:

Mississippi Department of Energy and Transportation  
510 George Street, Suite 300  
Jackson, Mississippi 39202-2096

SEALED PROPOSAL - DO NOT OPEN

Third Floor Receptionist  
Attention: Mr. Wilbur G. Ball, Executive Director

LATE PROPOSALS, MODIFICATIONS OF PROPOSALS, WITHDRAWAL OF PROPOSALS AND TECHNICAL DATA NOTICE

Guidance is given in Enclosure 5.

REFERENCE MATERIALS

References are available for review at the following location:

Mississippi Department of Energy and Transportation  
510 George Street, Suite 300  
Jackson, Mississippi 39202-3096  
Telephone (601) 961-4733

Additional data and references may be available from the Mississippi Research and Development Center and from the Mississippi Energy and Transportation Board as well as other sources within the State of Mississippi.

The study is to be designed in a manner independent of the U. S. Department of Energy and its contractors. The contractor shall be cognizant of those efforts of the Department at developing socioeconomic data and reports but should refrain, to the extent practicable, from direct interface with DOE or its contractors except for purposes of collecting information necessary as inputs to the assessment.

### CONTRACT TERMS AND CONDITIONS

A sample contract is included as Enclosure No. 7 of this RFP. Any exceptions that you take to the requirements or terms and conditions of the sample contract must be clearly explained in your representation regarding contract terms and technical data (Enclosure No. 6).

### ORGANIZATIONAL CONFLICTS OF INTEREST

Your attention is drawn to the Representations and Certifications in Enclosure No. 6, especially the Equal Opportunity and Organizational Conflicts of Interest Representations. In the event that an organizational conflict of interest arises concerning this procurement, METB shall have the authority and responsibility to make the affirmative determinations as to whether (1) there is little or no likelihood that such an organizational conflict of interest would exist as a result of an award or (2) that such conflict will be avoided after appropriate conditions have been included in the award instrument. In the event that METB determines that a conflict of interest exists and that such conflict cannot be avoided by including appropriate conditions in the award instrument, METB may nevertheless authorize award if a determination is made that is in the best interest of the State of Mississippi to make such award and the award instrument includes appropriate conditions in such contract agreement, or arrangements to mitigate such conflict.

If you have questions concerning this Request for Proposal, please submit them to METB in writing by October 12, 1984. Questions will be answered in writing, with copies distributed to all recipients of the RFP.

Please provide to METB by October 19, 1984, written notification of your organization's intent to submit a proposal in response to this RFP.

- Enclosures:
1. Statement of Work
  2. P.L. 97-425, Section 116
  3. Proposal Preparation Instructions
  4. Selection Committee Evaluation Criteria
  5. Late Proposals, Modifications of Proposal, Withdrawal of Proposal and Technical Data Notice
  6. Representations and Certifications including Representation Regarding Contract Terms and Technical Data
  7. Sample Contract

SOCIOECONOMIC IMPACT IDENTIFICATION AND ASSESSMENT

STATEMENT OF WORK

1. Introduction

In mid-1976 the State of Mississippi was informed by the Energy Research and Development Administration, the precursor agency of the Department of Energy (DOE), that the state's salt domes were being considered for development as nuclear waste repositories. Permission was requested and granted for ERDA to conduct a study of the literature related to the Mississippi salt domes. The study lasted about two years. In 1978 the DOE identified three domes in Mississippi suitable for further study. The domes were Lampton in Marion County and Cypress Creek and Richton in Perry County. From 1978 through 1980 a more detailed investigation of an area of approximately 1,000 square miles in which the three domes are located was evaluated further by DOE. In 1981 the Department of Energy announced that of the domes that had been investigated the Richton Dome was ranked as the most preferred with Cypress Creek ranked third. Vacherie Dome in Louisiana ranked second and Oakwood Dome in Texas, which was later eliminated, was ranked fourth. To that point no socioeconomic impact studies or assessments had been performed. Secondary socioeconomic data had been used by DOE and its contractors to predict potential economic impacts.

In January 1983 the President signed into law the Nuclear Waste Policy Act of 1982 in which the Congress had roadmapped a schedule for completion and operation of the nation's first nuclear waste repository. The law states that the Secretary of Energy must nominate at least five sites suitable for further characterization. Each nominated site must be accompanied by an environmental assessment. From the nominated sites, the Secretary is to recommend three sites to the President by January 1985. Those three sites will be evaluated in detail during site characterization by the U. S. Department of Energy. By March 31, 1987, the President is to select one of those sites for application for a construction authorization from the Nuclear Regulatory Commission. The NRC is to issue a decision on the construction authorization in the early 1990's. Finally, the Act requires DOE to begin to take title to spent fuel from the commercial reactor facilities not later than January 31, 1998. Present indications are that the schedule established by the Act will slip several years.

The Nuclear Waste Policy Act gives the state authority to develop socioeconomic impact reports and to request financial assistance to identify and, to the extent achievable, mitigate adverse impacts (42 USC 10136, Section 116.(c)).

This Request for Proposal is for the identification of a socioeconomic baseline prior to the Federal Government identifying dome salt as a potentially acceptable geologic medium for the disposal of high-level radioactive waste, and for the identification of those social (including psychological), cultural, institutional, and economic impacts that (1) occurred during the regional and area characterization phases of study in Mississippi; (2) are predicted to occur locally, in the multi-county primary impact area and statewide if the Richton Dome or Cypress Creek Dome is selected for further characterization; and (3) are predicted to occur locally, in the multi-county primary impact area and statewide if the Richton or Cypress Creek salt dome is selected for construction, licensing, and operation of a mined geologic nuclear waste disposal and/or storage facility. The Contractor in the second phase of this project, shall assess all impacts identified in (1), (2), and (3) above and determine mitigation measures and costs, as appropriate to and available for those impacts.

The study to be performed shall be designed by the contractor to characterize all socioeconomic impacts and identify both the monetary and non-monetary costs and benefits of a repository in the Richton and/or Cypress Creek sites and to distinctly identify socioeconomic differences between the two sites themselves. Given the broad range of impacts likely to be associated with such a facility, it would be inappropriate for the study to focus exclusively on economic factors, although such factors will be a major component of the study. The Contractor should take steps to assure that in accordance with Section 102 (b) of the National Environmental Policy Act of 1969, that presently unquantified environmental amenities and values can be given appropriate consideration in decision making along with economic and technical considerations. If either Richton or Cypress Creek is recommended for site characterization, special emphasis should be given to ways in which socioeconomic impacts at these sites might differ from those to be expected at other sites under consideration by the Department of Energy and approved by the President for site characterization as potential nuclear waste repositories.

Scientific credibility of the study and resultant reports are of absolute importance. The State plans to use the results of the study in its decision-making process and in subsequent negotiations with the Department of Energy. We expect the findings of the study to withstand peer review, and are seeking a quality product which could meet the standards of the best journals as well as being responsive to the needs of the State. To that end the contractor will be required to specify cause/effects relationships identified during the study, present evidence of data replicability, establish relevance of all factors used and/or identified, and present documentation on the reliability and validity of all methods, data and assumptions used. The Contractor, in his proposal, must demonstrate how field work, document/data review and research will be integrated during the study and incorporated into final reports.

### 1.1 Peer review and policy orientation panels

In order to ensure the quality and credibility of the final study, METB will appoint a technical peer review panel composed of nationally prominent sociologists, anthropologists, economists and experts from other appropriate disciplines to review the proposed scope of work and methodology of the study and to comment on performance of research and appropriateness of conclusions in the interim, draft and final reports. The peer review panel shall interact with the Contractor and advise METB of necessary modifications in scope or methodology to ensure that a state-of-the-art study is produced.

In order to ensure a final product which is responsive to State decision-making and negotiation needs, a Socioeconomic Policy Subcommittee or Steering Committee, will be created by the Nuclear Waste Policy Advisory Council to identify State policy objectives with the contractor and to review the proposed scope of work, the interim, draft and final reports for consistency with such objectives.

### 1.2 Models and surveys

Pursuant to the terms of the contract and in accordance with the described Statement of Work, any and all models used to evaluate and assess impacts identified during the conduct of the study shall be verified by the Contractor. Contractor verification shall be supplied to METB. Prior to their use, the METB, through the peer review panel and/or socioeconomic policy subcommittee, shall review and approve any and all models or surveys to be used by the Contractor in the performance of impact assessments. The method and scope of surveys, including field surveys, and the primary data accumulation shall be included in the Contractor's reports.

### 1.3 Deliverables and schedules

The program of study is to be phased into two separate units. The first phase of the program, itemized as Objectives 2.1 through 2.3 below should be performed prior to the recommendation for Presidential approval of three sites for detailed characterization. The anticipated date for such recommendation is January 1, 1985, although slippage in the schedule may occur. The Contractor shall be required to submit an interim report which identifies impact areas and any preliminary conclusions on objectives 2.1 through 2.3 not later than March 31, 1985, or as may otherwise be negotiated with METB. The Contractor shall also be required to submit monthly progress reports and to submit a milestone chart which will lead up to the draft final and final reports. The due dates of the draft final and final reports are subject to negotiation to meet the decision-making needs of the State and the need to obtain a quality product. The Contractor shall also be required to submit a milestone program, complete with a schedule of deliverables, for the second program phase detailed as Objective 2.4 below. A man-hour loading matrix shall be prepared for both phases of study.

## 2.0 Objectives

The objectives of Phase I of this study are to identify and quantify the impacts of repository siting activities from their beginning in 1976 to the present time, and to identify the anticipated impacts of site characterization, construction, operation and decommissioning of a repository. If the Richton or Cypress Creek salt domes are selected for detailed site characterization, the objectives of Phase II will be to quantify to the extent achievable the impacts of site characterization, construction, operation and decommissioning, and to identify and quantify the effects of accidents or other unanticipated events.

It is anticipated that most of the Phase I effort will involve projecting impacts from 1984 onward, unless offerors can propose and justify a different proportional breakdown.

### 2.1 Phase I, Objective 1: Impacts of repository siting activities, 1976-84

The Contractor shall develop baseline data for a year prior to 1976 and shall identify and quantify from 1976 to 1984 (1) what would have occurred in the absence of repository siting activities at the Richton and Cypress Creek salt domes and (2) what has in fact occurred as a result of repository siting activities at those domes. We expect that the vast majority of the pre-1984 effort will focus on the local level, although the Contractor should include any other impacts that may be identified at the multi-county or state-wide levels. It is of particular importance that the study focus on repository-related impacts and not merely develop data bases.

#### A. Economic, fiscal and community service impacts

The Contractor shall collect data on demographic, economic, fiscal and community service conditions as the basis for identifying and where possible quantifying impacts resulting from repository-related activities. The following impact areas should be addressed, among others that the offeror may consider to be appropriate for inclusion in a comprehensive socioeconomic assessment.

##### 1. Demographic impacts

- (a) Population, both primary and secondary
- (b) Residential preferences, commuting patterns, etc.
- (c) Other

##### 2. Community service impacts

- (a) Education
- (b) Transportation
- (c) Utilities
- (d) Public safety
- (e) Health, including mental health
- (f) Other government services, including welfare, LIEAP, libraries, museums, etc.

- (g) Recreation, including hunting and fishing
- (h) Public (and private) housing markets
- (i) Services provided through informal or formal interpersonal or cultural arrangements, barter or other non-governmental or quasi-governmental means
- (j) Other

3. Fiscal impacts

- (a) Tax structures and revenues
- (b) Bonding capacity
- (c) Budgetary patterns and expenditures
- (d) Other

4. Economic impacts

- (a) Employment, both primary and secondary, including labor force characteristics
- (b) Incomes, both primary and secondary, including distribution of impacts, repository expenditure patterns, worker consumption patterns
- (c) Unemployment including characteristics of the unemployed
- (d) Inflation
- (e) Diversification effects, including ability to attract other industry
- (f) Foregone opportunities
- (g) Impacts on existing industries including agriculture, forestry, recreation and tourism
- (h) Property values along transportation routes and in host community
- (i) Important non-market or non-cash economic activities
- (j) Other

5. Planning requirements

All of the above classes of impacts should be evaluated in the context of planning requirements including those steps necessary to ensure that dislocations resulting from the cyclical effects of the project are minimized. The contractor should consider:

- (a) Timing of revenues and expenditures in relation to population influx at project commencement, and in relation to population exodus after construction and after closure of the facility.
- (b) The effects of jurisdictional mismatches on fiscal revenues and expenditures.
- (c) Community functions currently met through mechanisms that do not require formal funding but that would be vulnerable to disruption as a result of repository-related activities.
- (d) Other

**B. Social, cultural and psychological impacts**

The Contractor shall collect data on social and psychological conditions as the basis for identifying and where possible quantifying impacts resulting from repository-related activities. The following impact areas should be addressed, among others that the offeror may consider to be appropriate.

**1. Social and cultural impacts**

- (a) Social organization and social structure including processes and patterns of interaction, important institutions and the nature of local social groups.
- (b) Community cohesiveness and stability including relative presence or absence of anomie and disorganization, levels of community well-being, viability of formal and informal institutions and relationships among local social groups.
- (c) Nature of local relationships with the physical environment.
- (d) Important beliefs, values and ways of life, particularly those that are unique to the local area and/or might be especially vulnerable to disruption from site characterization or repository development.
- (e) Trust in local institutions and in those institutions of broader society and overall levels of life satisfaction.
- (f) Stress levels, especially as compared with those in other communities.
- (g) Relative self-sufficiency of local individuals, groups and communities and the nature of the relations of each with the larger society.
- (h) Other important features of local culture and society.

**2. Psychological impacts including mental health characteristics, coping skills, values, etc.**

- C.** The Contractor shall determine the cost of mitigating each identified impact in 2.1.A. and 2.1.B. above to the extent achievable. Impacts for which monetary values cannot be determined scientifically shall be described and mitigation measures identified with as much precision as possible. Where no appropriate or sufficient mitigation measures can be determined, the Contractor shall indicate the reasons. Impacts associated with deterioration of quality of life or alteration of cultural patterns shall be equated by the Contractor to the extent possible to the economic costs of an equitable mitigation.
- D.** In carrying out the tasks identified above in 2.1.A., 2.1.B. and 2.1.C., the Contractor shall identify baseline conditions and actual or anticipated impacts by classification of individuals and socio-demographic groups, and shall indicate how and why such socio-demographic groups were selected. The Contractor shall also take account of impacts which occurred or are predicted to occur as a result of the construction of the Great Northern-Necoosa, Leaf River Products plant.

## 2.2 Phase I, Objective 2: Impacts of site characterization activities

The Contractor shall develop baseline data for 1984 and shall assess, quantify and compute the monetary values of impacts in 2.1.A. and 2.1.B. above which are predicted to occur if the Richton or Cypress Creek salt dome is recommended for detailed site characterization by the U. S. Department of Energy.

- A. The Contractor shall classify impacts by socio-demographic groups in 2.1.D. above, and by geographic areas, including local, multi-county and statewide data. The Contractor shall indicate how and why the geographic areas were selected.
- B. The Contractor shall establish the basis for calculating in-lieu-of tax payments during site characterization, as authorized in Section 116(c) of the Nuclear Waste Policy Act.
- C. The Contractor shall prepare measures for mitigation of, or compensations for, impacts identified above and shall determine the extent to which such impacts are mitigable, as required in 2.1.C., above.

## 2.3 Phase I, Objective 3: Preliminary assessment of impacts of construction, operation and decommissioning of a repository

The Contractor shall perform a preliminary assessment of impacts to be encountered during the construction, operation and decommissioning phases if either the Richton or Cypress Creek site is selected by the U. S. Department of Energy for a nuclear waste repository. At a minimum the Contractor shall assess the impacts detailed in 2.1.A and 2.1.B above for the socio-demographic groups and the geographic areas identified in 2.1.D and 2.2.A above.

- A. In addition to the assessment of impacts in 2.1.A. and 2.1.B. above, the Contractor shall carry out a preliminary evaluation of risk assessments, and the social, psychological, economic-fiscal, health, and other consequences of risks and potential accidents, as detailed below:
  - 1. Risk assessment
    - (a) Assess the validity of U. S. Department of Energy risk estimation analyses. METB anticipates that this task will constitute only a small portion of the overall research effort, drawing on published data and analyses of risk assessment procedures, and placing special emphasis on the confidence that can be placed in the accuracy, comprehensiveness and certainty of DOE estimates.
    - (b) Assess the likely credibility of DOE risk estimates among the potentially affected populations.

2. Responses to risks, including risk management

- (a) Assess the economic, social, psychological and other consequences of risks and uncertainties perceived by potentially affected individuals.
- (b) Identify emergency response capabilities and procedures necessary to respond to an accident involving the transportation, handling or disposal of nuclear wastes and evaluate the level of emergency preparedness for such occurrences in Mississippi.
- (c) Identify alternative transportation routes by road, rail or barge to the Richton or Cypress Creek sites and assess the need for new construction, repair, upgrading or maintenance of such routes to a satisfactory standard for transportation of nuclear wastes.
- (d) Identify requirements for monitoring operations, both off-site and on-site.
- (e) Identify requirements for monitoring health effects on populations along transportation routes and in the vicinity of a repository.

3. Effects of release of radionuclides into the environment

- (a) Identify the social, economic and other impacts of incidents or accidents, including worst-case scenarios, involving the transportation, handling and/or disposal of nuclear waste in Mississippi.
- (b) Clarify the allocation of liability for accident-related costs or damages among private and public agencies and among local, state and federal governing units.

2.4 Phase II Assessment and quantification of impacts resulting from site characterization, construction, operation and decommissioning of a repository

If either the Richton or Cypress Creek salt dome is approved by the President for detailed site characterization, the State will be required, pursuant to Section 116.(c) of the Nuclear Waste Policy Act of 1982, to prepare a report on any economic, social, public health and safety and environmental impacts likely to occur as a result of the development of a repository, in order to receive financial assistance. In order to determine the appropriate levels of financial assistance, the Contractor shall provide a detailed socioeconomic assessment of those impacts identified in Objectives 2.1 through 2.3 above. The assessments of those impacts and conditions shall be performed by the Contractor only upon receipt of written notice from METB.

- A. The Contractor shall assess, quantify and assign monetary values, to the extent achievable, to all impacts identified in 2.1.A. and 2.1.B. above.

- B. The Contractor shall complete the evaluation of special impacts identified in 2.3.A. above and shall assign appropriate probabilities for incident and accident scenarios as the basis for estimating the present value of accident-related costs. In carrying out risk assessments, the Contractor is not expected to replicate or develop independent statistical probabilities of identified accident scenarios. However, the Contractor shall justify the validity of those probabilities adopted for the study. The Contractor shall make every effort to develop scientifically credible methodologies to quantify perceived risks and their likely consequences.
- C. The Contractor shall propose measures for mitigation of, or compensation for, impacts identified above and shall determine the extent to which such impacts are mitigable, as required in 2.1.C. above.

### 3.1 Methodology

A principal objective of this study is to have the most scientifically valid results possible, and it is expected that the Contractor will use accepted scientific techniques such as models, surveys, control areas or other methods, subject to review and approval by the technical peer review panel and the steering committee described in 1.1 above. The Contractor shall detail study methods to be used and shall indicate how and why such methods are scientifically superior to possible alternatives. The Contractor shall also indicate what models, survey instruments, etc. are to be used in the conduct of the study and why they were chosen. If generally accepted approaches are rejected, the reasons for such rejection shall be described. The Contractor shall also be required to provide evidence of the representativeness, reliability, and validity of all data collected.

PUBLIC LAW 97-425—JAN. 7, 1983

96 STAT. 2221

## SECTION 116

(c) **FINANCIAL ASSISTANCE.**—(1)(A) The Secretary shall make grants to each State notified under subsection (a) for the purpose of participating in activities required by sections 116 and 117 or authorized by written agreement entered into pursuant to subsection 117(c). Any salary or travel expense that would ordinarily be incurred by such State, or by any political subdivision of such State, may not be considered eligible for funding under this paragraph.

Grants.

(B) The Secretary shall make grants to each State in which a candidate site for a repository is approved under section 112(c). Such grants may be made to each such State only for purposes of enabling such State—

(i) to review activities taken under this subtitle with respect to such site for purposes of determining any potential economic, social, public health and safety, and environmental impacts of such repository on the State and its residents;

(ii) to develop a request for impact assistance under paragraph (2);

(iii) to engage in any monitoring, testing, or evaluation activities with respect to site characterization programs with regard to such site;

(iv) to provide information to its residents regarding any activities of such State, the Secretary, or the Commission with respect to such site; and

(v) to request information from, and make comments and recommendations to, the Secretary regarding any activities taken under this subtitle with respect to such site.

(C) Any salary or travel expense that would ordinarily be incurred by such State, or by any political subdivision of such State, may not be considered eligible for funding under this paragraph.

(2)(A) The Secretary shall provide financial and technical assistance to any State requesting such assistance in which there is a site with respect to which the Commission has authorized construction of a repository. Such assistance shall be designed to mitigate the impact on such State of the development of such repository. Such assistance to such State shall commence within 6 months following the granting by the Commission of a construction authorization for such repository and following the initiation of construction activities at such site.

Construction authorization.

(B) Any State desiring assistance under this paragraph shall prepare and submit to the Secretary a report on any economic, social, public health and safety, and environmental impacts that are likely as a result of the development of a repository at a site in such State. Such report shall be submitted to the Secretary following the completion of site characterization activities at such site and before the recommendation of such site to the President by the Secretary for application for a construction authorization for a repository. As soon as practicable following the granting of a construction authorization for such repository, the Secretary shall seek to enter into a binding agreement with the State involved setting forth the amount of assistance to be provided to such State under this paragraph and the procedures to be followed in providing such assistance.

Report submittal.

(3) The Secretary shall also grant to each State and unit of general local government in which a site for a repository is approved under section 112(c) an amount each fiscal year equal to the amount such State and unit of general local government, respectively, would receive were they authorized to tax site characterization activities at such site, and the development and operation of such repository, as such State and unit of general local government tax the other real property and industrial activities occurring within such State and unit of general local government. Such grants shall continue until such time as all such activities, development, and operation are terminated at such site.

Grants,  
limitations.

(4)(A) A State may not receive any grant under paragraph (1) after the expiration of the 1-year period following—

(i) the date on which the Secretary notifies the Governor and legislature of the State involved of the termination of site characterization activities at the candidate site involved in such State;

(ii) the date on which the site in such State is disapproved under section 115; or

(iii) the date on which the Commission disapproves an application for a construction authorization for a repository at such site;

whichever occurs first, unless there is another candidate site in the State approved under section 112(c) with respect to which the actions described in clauses (i), (ii), and (iii) have not been taken.

(B) A State may not receive any further assistance under paragraph (2) with respect to a site if repository construction activities at such site are terminated by the Secretary or if such activities are permanently enjoined by any court.

Funding  
limitations.

(C) At the end of the 2-year period beginning on the effective date of any license to receive and possess for a repository in a State, no Federal funds shall be made available to such State under paragraph (1) or (2), except for—

(i) such funds as may be necessary to support State activities related to any other repository located in, or proposed to be located in, such State, and for which a license to receive and possess has not been in effect for more than 1 year; and

(ii) such funds as may be necessary to support State activities pursuant to agreements or contracts for impact assistance entered into, under paragraph (2), by such State with the Secretary during such 2-year period.

(5) Financial assistance authorized in this subsection shall be made out of amounts held in the Nuclear Waste Fund established in section 302.

Post, p. 2257.

(d) **ADDITIONAL NOTIFICATION AND CONSULTATION.**—Whenever the Secretary is required under any provision of this Act to notify or consult with the governing body of an affected Indian tribe where a site is located, the Secretary shall also notify or consult with, as the case may be, the Governor of the State in which such reservation is located.

PROPOSAL PREPARATION INSTRUCTIONS  
(Technical)

Your proposal should be prepared simply and economically, providing a straight forward, complete and concise delineation of your capability to satisfy the requirements of the RFP. The proposal shall include a complete listing of all personnel you will use to conduct the required studies and prepare reports. The qualifications, area(s) of expertise and experience of each of the personnel to be utilized shall be included with your proposal. Information furnished is to be identified and presented in the same sequential order as outlined below to facilitate uniformity of data for evaluation by the Selection Committee. Elaborate brochures or other representations are not required or desired. Emphasis should be on completeness and clarity of technical, organizational, and management content.

Assemble your proposal in two volumes. Volume I shall contain Transmittal Letter and Technical Proposal including your resume' appendix. Volume II shall contain completed and signed Representations and Certifications and financial resources data. Follow the instructions located in the transmittal letter of the RFP regarding submission of your proposal. Provide ten (10) copies each of Volume I and Volume II. Nine (9) of the copies shall be devoid of any identifying logos, as representations of the offeror.

Page Limit

The technical proposal section of Volume I, including attachments and exhibits, but excluding the resume' appendix, shall not exceed the page limit of 75 standard 8-1/2" by 11" pages, single side. A chart or illustration shall be no larger than 11" by 17" and shall count as a page. The transmittal letter for Volume I should not exceed two pages.

The person signing your proposal and attendant representations and certifications must have requisite authority to bind your organization to the terms and conditions of your proposal.

METB may solicit information from sources provided within your proposal as references, as well as other sources concerning your record of past performance, and may use such information in the Evaluation and Selection Process.

In your letter of transmittal for Volume I, designate the individual(s) who will be authorized to represent your organization in negotiations with METB.

Programmatic Assumptions

This Contract will be incrementally funded. Work performed under the awarded Contract will be conducted in two phases. The first phase will be to perform the tasks described in Objectives 2.1 through 2.3 of the Statement of Work. If the Richton or Cypress Creek Dome is recommended and approved for detailed site characterization, the tasks described in Objective 2.4 are to be performed as Phase II.

## TECHNICAL PROPOSAL

### VOLUME 1

Information contained in your Technical Proposal will be used by the Selection Committee to form the basis for evaluating your capabilities pursuant to the evaluation criteria in Enclosure No. 4. If subcontractors are proposed they will be evaluated using the same criteria in Enclosure No. 4, for those portions of the work to be performed by them. All offerors should submit a Technical Proposal which conforms to the following instructions:

### INSTRUCTIONS FOR PREPARING TECHNICAL PROPOSAL

#### I. TECHNICAL APPROACH

- A. A comprehensive discussion that clearly and concisely demonstrates your understanding of the effort to be undertaken, with particular attention to the methodology you will use to accomplish the Statement of Work described in Enclosure No. 1. You are required to discuss alternative methods that could be utilized to accomplish the Statement of Work. Justifications of your choice of methodology shall be provided. Your proposal should contain schedules, charts, manpower projections, and descriptive text, as described in the Statement of Work. Of particular importance will be your demonstrated understanding of the evaluation criteria set forth in Enclosure No. 4. Your proposal shall include a statement of what data requirements and sources of qualitative and quantitative data will be required and utilized to accomplish the requirements of the Statement of Work. A data analysis plan should be included in your proposal.
- B. Furnish hours by labor category.

#### II. PERSONNEL AND ORGANIZATION

- A. Provide a detailed discussion of how the project will be organized and function within your firm/organization. This discussion will contain a detailed description of the proposed program organization, including definition of levels of authority, responsibility and accountability. Differentiate between those elements that will administratively answer to the program manager and those that operationally and technically receive program direction from the program manager but are administratively a part of a separate company element. The methods to be used to ensure management integration, quality control and timely performance under the contract should be presented. Provide a summary of key project personnel, their principal areas of expertise, and direct experience with comparable projects. Describe (1) the organization; (2) the principal investigator(s) and all key contributors' commitments to the project; and (3) your estimate of the person-hours to be allocated by each to the project.

- B. Provide resumes' of the key project staff. Resumes' of Project Managers and Business Managers should provide the names, addresses, and telephone numbers of points of contact in the sponsoring organization that METB may contact for reference. These references preferably would be organizational counterparts.

### III. PRIOR EXPERIENCE

- A. Provide a list of projects of comparable complexity for which your organization had primary responsibility during the past 5 years. Information should be presented in the following manner:
1. Name, address, and telephone number of your client and the name of a responsible representative who may be contacted for confirmation of data provided; if a government agency, give the name and address of the Technical Administrator and the Contracting Officer and Grant and Contract numbers awarded by any element of government or from private sources.
  2. Period during which work was conducted, contract number, and title.
  3. Description of the work done by your organization and approximate cost; the contractual agreement (e.g., cost-type, fixed-price); and names of consultants and subcontractors used, if any; and specific participation by proposed key personnel in each project.
- B. Provide a summary of your firm's other experience and demonstrated capability on similar technical efforts during the past 5 years which you believe provide background experience and qualifications for the work described herein. Clearly indicate the extent to which your firm, and the personnel proposed for this project, actually participated in the described efforts.
- C. Provide a statement of your knowledge of the region in which the study is to be performed and specifically identify the areas of expertise and experience which you have determined to be necessary to accomplish the tasks assigned in the Statement of Work.
- D. For each person to be involved in your research efforts, provide a statement of his/her experience in field research, survey research and projects such as described in the Statement of Work.

### IV. BUSINESS MANAGEMENT

- A. **Project Management:** Provide a description of your project management planning and control system for integrating and monitoring the scope of work, and schedule. Submit a general description and illustration of how you intend to subdivide the preliminary contract work breakdown structure into individual work packages for planning and control of contract tasks.

Describe the methods and procedures to be used for the scheduling, budgeting, and authorization of work packages and the tracking, reporting, and analysis of actual performance against the plans and schedules. Provide a preliminary schedule showing when the proposed tasks will be performed. Submit a description of the Change Control System used to manage changes that affect approved technical, performance measurement, and project budget baselines.

- B. **Facilities:** Provide a brief description of the resources available (such as facilities, equipment, libraries, data banks, etc.) through which information for this effort can be acquired, and your plans for the use of these resources to achieve the program objectives.
- C. **Quality Assurance:** Furnish preliminary plans for implementation of the quality assurance requirements of this RFP. Also provide a listing of any previous projects done under a formal QA program within the past 5 years and resumes' of personnel who will manage your QA program.
- D. **Subcontracting**
  - 1. Provide a detailed statement of the amount and nature of subcontracting (or joint ventures) you contemplate for this Contract. If subcontracting, joint ventures, or outside consultants are to be used, give scope of services to be subcontracted, names, locations of organizations, and the general type of contractual agreement you contemplate. Discuss the planning and control system interfaces and include a description of how the subcontractors' cost, schedule plans, and performance will be integrated with the Contractor's system. Discuss how changes will be approved and controlled with the subcontractor.
  - 2. Furnish information requested in this Enclosure No. 3 on your proposed subcontractors, since they will be evaluated using the same criteria identified in Enclosure No. 4 for those portions of the work to be performed by them.

## TECHNICAL PROPOSAL

### VOLUME II

#### I. Representations and Certifications

Provide a completed and signed copy of the Representations and Certifications set forth in Enclosure No. 6, including the Representation Regarding Contract Terms and Technical Data. Include completed and signed Representations and Certifications for all major subcontractors.

II. Financial Resources Data

The offeror if other than an Agency of the State of Mississippi or a State Institution of Higher Learning is requested to submit the Firm's latest certified annual report, financial statement, and any other evidence of your company's financial status sufficient to demonstrate capability to carry out the proposed work.

SELECTION COMMITTEE  
EVALUATION CRITERIA

**I. Technical Evaluation Criteria**

- A. Technical approach including the scientific quality of the work proposed, the facility proposed to accomplish the project objectives and the systems to be used to incorporate the various techniques and areas of expertise into final reports.
- B. Relevant experience and qualifications of the Principal Investigator and other key project team members, including technical expertise, disciplinary background and interdisciplinary research and project management experience.
- C. Experience and technical competence of the firm, government agency or university (and proposed subcontractors) in comparable work, including the past record in performing similar and related efforts.

**II. Business Management Evaluation Criteria**

- A. Proposed project organization, delegations of responsibility, assignment of authority and management plan, including quality assurance implementation and the ability to place and manage subcontractors.
- B. Ability to assign, during the life of the contract, sufficient qualified personnel who have relevant expertise and experience to the project.
- C. Proposed project management system to monitor and integrate the scope of work.

**III. Order of Relative Importance of Evaluation Criteria**

The Technical and Business Management Criteria in Section I. and II. above will be used by the Selection Committee to rate all proposals for this program. The criteria are listed in descending order of relative weight, with the Technical Criteria comprising slightly less than two thirds of the total weight. Under Technical Criteria, Item A comprises approximately half of the evaluation. Under Business Management Criteria, Item A comprises more than three quarters of the relative weight.

LATE PROPOSALS, MODIFICATIONS OF PROPOSALS,  
WITHDRAWALS OF PROPOSALS, AND  
TECHNICAL DATA NOTICE

- A. Any proposals received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and;
1. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th day of the month must have been mailed by the 15th or earlier); or
  2. It was sent by mail and it is determined by METB that the late receipt was due solely to mishandling by METB after receipt; or
  3. It is the only proposal received.
- B. Any modification of a proposal, except a modification resulting from METB's request for 'best and final' offers, is subject to the same conditions as in A. above.
- C. A modification resulting from METB's request for a 'best and final' offer, received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by METB after receipt.
- D. The only acceptable evidence to establish:
1. The date of mailing of a late proposal or modification sent either by registered or certified mail is the U. S. Postal Service. If neither postmark shows legible date, the proposal or modification of proposal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service.)
  2. The time of receipt by METB is the stamp of METB on the proposal wrapper or other documentary evidence of receipt maintained by METB.
- E. Notwithstanding A., B., and C. of this Provision, a late modification of an otherwise successful proposal which makes it terms more favorable to METB will be considered at any time it is received and may be accepted.

- F. Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or an authorized representative, provided the representative's identity is made known and the person signs a receipt for the proposal prior to award.
- G. The proposal may include technical data and other data, including trade secrets and/or privileged or confidential commercial or financial information, which the proposer does not want disclosed to the public or used by METB for any purpose other than proposal evaluation. To protect such data, the proposer should specifically identify each page, including each line or paragraph thereof, containing the data to be protected and mark the cover sheet of the proposal with the following notice:

NOTICE

The data contained in Pages \_\_\_\_\_ of this proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential commercial or financial information, and such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Mississippi Energy and Transportation Board shall have the right to use or disclose the data herein to the extent provided in the contract. The restriction does not limit the Mississippi Energy and Transportation Board's right to use or disclose data obtained without restriction from any source, including the proposer.

Data, or abstracts of data marked with this notice will be retained in confidence and used by METB or its designated representative(s) including State contractors and consultants, solely for the purpose of evaluating the proposal. The data so marked will not otherwise be disclosed or used without the proposer's prior written permission except to the extent provided in any resulting contract, or to the extent required by law. The restriction contained in the notice does not limit the State's right to use or disclose any data contained in the proposal if it is obtainable from any source including the proposer, without restriction. Although it is METB's policy to treat all proposals as confidential, METB and the State of Mississippi assume no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose.

Even though restricted by the proposer, information submitted in response to this request may become subject to disclosure pursuant to the Mississippi Open Records Laws unless within one of the specific exceptions provided in the Law.

Should a contract be awarded based on a proposal, it is METB's policy, in consideration of the award, to obtain unlimited rights for the State in the technical data contained in the proposal unless the prospective contractor marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the contract. The following Clause shall be included in any contract based on a proposal. This Clause is intended to apply only to technical data and not to other data such as privileged or confidential commercial or financial information.

RIGHTS TO PROPOSAL DATA

Except for technical data contained on Pages \_\_\_\_\_ of \_\_\_\_\_ the contractor's proposal dated \_\_\_\_\_, which are asserted by the contractor as being proprietary data, it is agreed that as a condition of the award of this contract, and notwithstanding the provision of any notice appearing on the proposal, the Mississippi Energy and Transportation Board shall have the right to use, duplicate, and disclose, and have others so do for any purpose whatsoever, the technical data obtained in the proposal upon which this contract is used.

The section of this solicitation which describes the work to be performed also sets forth METB's currently known requirements for technical data. The Additional Technical Data Requirements Clause included in this solicitation, provides the State with the option to order additional technical data, the requirements for which are not known at the time of contracting.

Accordingly, it is necessary that your proposal state that the work to be performed and the known requirements for technical data as set forth in the solicitation have been reviewed, and either state that to the best of your knowledge no data will be withheld, or submit a list identifying the proprietary data which, to the best of your knowledge, will likely be used in the contract performance and will be withheld.

In accordance with applicable statutes and regulations (41 CFR 9-9, 109-6) offerors have the right to request in advance of or within 30 days after the effective date of contracting, a waiver of all or any part of the rights of the United States in subject inventions.

- H. A performance or fidelity bond or the equivalent will be required as a condition of the contract. The scope of coverage under this bond will be negotiated prior to a contract award.
- I. It may be determined that it would be advantageous for METB to award separate contracts for different areas of technical expertise. If this is the case, then METB reserves the right to further negotiate with potential contractors.

- J. METB is not liable for any cost incurred by offerors and/or contractors prior to the issuance of a contract.
- K. The contents of the proposal of the successful offeror may become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

REPRESENTATION REGARDING CONTRACT TERMS AND TECHNICAL DATA

REIMBURSABLE CONTRACT

The offeror hereby accepts in principle the Schedule (Articles), Terms and Conditions, and Attachments for a reimbursable contract, as set forth in Enclosure No. 7, with the following exceptions:

If none, so state

List exceptions with explanations on a separate sheet

TECHNICAL DATA

The offeror has reviewed the known requirements for technical data set forth in this RFP (see Enclosure No. 5) and

- ( ) to the best of my knowledge, none of these data will be withheld, or
- ( ) the data listed below will be withheld.

\_\_\_\_\_  
(Offeror)

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

THE MISSISSIPPI ENERGY AND TRANSPORTATION BOARD

STATE OF MISSISSIPPI  
COUNTY OF HINDS

METB CONTRACT NO:

CONTRACT  
for  
Professional and/or Technical Services

This document is a contract between the MISSISSIPPI ENERGY AND TRANSPORTATION BOARD (herein referred to as METB) and \_\_\_\_\_ (herein referred to as \_\_\_\_\_) to provide services, facilities, personnel, and equipment as specified in paragraph B, Statement of Work.

A. Definitions - Definitions as defined in \_\_\_\_\_ apply as appropriate to words within this contract.

B. Statement of Work.

1. For the consideration referred to in paragraph E, Consideration and Payment, shall provide METB with services, facilities, equipment, personnel, and/or materials as specified below:

2. Items/Tasks

C. Schedule. The services, facilities, equipment, personnel, and materials referred to in paragraph B, Statement of Work, shall be provided to METB by in accordance with the following schedule:

<u>Item/Task</u>	<u>Delivery/Completion Date</u>
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D. Period of Performance. The period of performance of this contract shall begin on \_\_\_\_\_ and end no later than \_\_\_\_\_ .

E. Consideration and Payment.

1. Consideration. As consideration for the performance of this contract METB agrees to pay \$ \_\_\_\_\_ the direct and indirect costs actually incurred by \_\_\_\_\_ not to exceed \$ \_\_\_\_\_ .

2. Payment.

a. METB shall pay, or make payments on, the above mentioned consideration in accordance with the following schedule or procedure:

<u>Date or Event</u>	<u>Amount</u>
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b. In accordance with the above schedule, \_\_\_\_\_ shall submit to METB, in such form and reasonable detail as METB may require, invoices supported by statements of costs incurred by \_\_\_\_\_ in the performance of this contract and, if they are found in order, METB shall promptly cause payment to be made thereon to \_\_\_\_\_ .

F. Personnel. \_\_\_\_\_ represents that it has, or will secure at its own expense, all personnel required in performing this contract. Such personnel shall not be employees of or have any other contractual relationship with METB. All of the services required hereunder shall be performed by \_\_\_\_\_ under METB supervision, and all personnel engaged in the work shall be fully qualified to the satisfaction of METB and shall be authorized as permitted under \_\_\_\_\_

State and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the prior written approval of METB.

G. Terms and Conditions. This contract is subject to and incorporates the following terms and conditions:

1. Termination of Contract

a. Termination for Convenience of METB.

- (1) METB may terminate this contract for the convenience of METB at any time by giving a written notice of termination to specifying the effective date thereof. As directed by METB, shall forthwith (a) stop work under this contract; (b) place no further purchase orders or subcontracts; (c) cancel or terminate all current purchase orders or subcontracts; (d) proceed to settle all outstanding liabilities and claims arising out of termination of such purchase orders and subcontracts; (e) dispose of METB's property in 's possession as directed by METB; and (f) prepare for prompt submission to METB, 's termination claim in the form and with the substantiation reasonably required by METB.
- (2) If the contract is terminated by METB as provided herein, will be reimbursed for its expenses actually and reasonably incurred in carrying out and terminating this contract, in no case to exceed, however, the estimated total cost of the contract stipulated in paragraph E, Consideration and Payment.
- (3) Upon termination, all finished or unfinished materials and equipment prepared by shall, at the option of METB, become the property of METB.

b. Termination for Cause.

- (1) If, for any cause, shall fail to fulfill in a timely and proper manner its obligations under this contract, or if shall violate any of the terms of this contract, or if the grant from the U. S. Department of Energy under which this contract is made is terminated by the U.S. Department of Energy, METB shall thereupon have the right to terminate

this contract by giving a written notice of termination to specifying the effective date thereof. As directed by METB, shall forthwith accomplish steps (a) through (f) set forth in sub-paragraph G.1.a. immediately above.

- (2) If is unable or unwilling to comply with any additional conditions as may be lawfully imposed by the U.S. Department of Energy or METB, under this contract, shall have the right to terminate this contract by giving written notice to METB specifying the reason for noncompliance and signifying the effective date thereof.
- (3) In the event of termination of this contract all property, data, studies, and reports purchased or prepared by under this contract shall, at the option of METB, become the property of METB. shall be entitled to compensation of any allowable expenses necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, shall not be relieved of liability to METB for damages sustained by METB by virtue of any breach of the contract by . METB may withhold any payment to until such time as the exact amount of damages due METB from is agreed upon or otherwise determined.

2. Contract Changes. METB may, from time to time, request changes in the scope of the services of to be performed hereunder. Such changes, including any increase or decrease in the amount of the compensation, which are mutually agreed upon by and between METB and , shall be in writing, signed by the parties of the contract and incorporated as part of this contract.
3. Travel Expenses. Expenses charged for travel shall not exceed those which would be allowed under the statutory provisions of METB.
4. Publication and Publicity.
  - a. may publish results of its function and participation pursuant to this contract without prior review by METB, provided that (1) such publications acknowledge that the program is supported by funds granted by the U.S. Department of Energy through METB pursuant to the provisions of the State Plan and the Federal laws and regulations governing that plan, and (2) that three copies of each publication are furnished to both the U.S. Department of Energy and METB.
  - b. The acknowledgement will include the U.S. Department of Energy grant number under which the contract is awarded and the METB contract number.

- c. Any publications printed by \_\_\_\_\_ as a result of this contract will contain a statement placed conspicuously on the outside of the publication stating the cost per copy.
5. Copyrights. If this contract results in a book or other copyrightable material, the author is free to copyright the work, but METB and the U.S. Department of Energy reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted resulting from this contract.
6. Patents. Any discovery or invention arising out of or developed in the course of work aided by this contract shall be promptly and fully reported to METB and to the Secretary of the U.S. Department of Energy for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.
7. Labor Standards. All laborers and mechanics employed by \_\_\_\_\_ or any of its subcontractors in the construction, alteration or repair, including painting and decorating of projects, buildings and works which are federally assisted under this contract, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276-a-265a-5).
8. Covenant Against Contingent Fees. \_\_\_\_\_ warrants that no person or selling agent or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding of a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, METB may impose a liability, in its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.
9. Discrimination in Employment Prohibited. \_\_\_\_\_ will not discriminate against any employee in the performance of this contract because of race, creed, color, sex, or national origin. \_\_\_\_\_ will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event that \_\_\_\_\_ signs any contract which would be covered by Presidential Executive Order 10925

(March 6, 1961) or Presidential Executive Order 11114 (June 4, 1963), shall include the equal-employment opportunity clause specified in Section 301 of Presidential Executive Order 10925, as amended.

10. Discrimination Prohibited. No person in the United States shall, on the grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this contract. will comply with the regulations, promulgated by the Secretary of the U.S. Department of Energy, with the approval of the President, pursuant to the Civil Rights Act of 1964 (45 CFR Part 1010).
  11. Political Activity Prohibited. None of the funds, materials, property or service contributed by METB or under this contract shall be used in the performance of this contract for any partisan political activity, or to further the election or defeat of any candidate for public office.
  12. Religious Activity Prohibited. There shall be no religious worship, instruction, or proselytization as part of or in connection with the performance of the contract.
  13. Compliance with Local Laws. shall comply with all applicable laws, ordinances, and codes of the State of Mississippi and any local governments that may be affected by this contract.
  14. Reports and Inspections. shall make financial, program progress, and other reports as requested by METB or a representative of the U.S. Department of Energy, and will arrange for on-site inspections by METB and U.S. Department of Energy representatives at the request of either. Failure to submit required reports at the times specified in the contract may cause the contract, at the option of METB, to be terminated by METB.
  15. Hold Harmless for Personnel Claims. agrees to indemnify, save and hold harmless METB and the State of Mississippi from and against any and all losses, claims, debts, demands, damages, suits, or actions at law, judgements, and costs including attorney's fee, or expenses on the part of any person whatsoever arising out of or attributable to the use of facilities or equipment provided to under the terms of this contract. (THIS CLAUSE NOT USED WITH OTHER STATE ENTITIES)
- H. Violations. Any violation of the Statement of Work; Schedule; Period of Performance; Consideration and Payment; Terms and Conditions; and/or any Special Conditions shall result, at the option of METB, in METB (a) giving 30-days written notice to correct any such violations, or, (b) cancelling of this contract upon 30-days written notice, or, (c) immediately voiding this contract by written notice.

I. Performance Bond. shall provide a performance bond of \$\_\_\_\_\_ dollars for this Contract. Proof of bond shall be furnished at the signing of this Contract.

WITNESS THE SIGNATURES OF THE PARTIES, this the \_\_\_\_\_ day of \_\_\_\_\_, 1984.

MISSISSIPPI ENERGY AND TRANSPORTATION BOARD

\_\_\_\_\_  
Wilbur G. Ball  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

CONTRACTOR

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness