

**IOWA DEPARTMENT OF NATURAL RESOURCES**  
**GENERAL INFORMATION AND INSTRUCTIONS TO BIDDERS**  
**FOR**  
**Hogsback WMA – Wetland Restoration, 25-02-95-01**  
**COMPETITIVE QUOTATION**

Please read and familiarize yourself with all of these Instructions before preparing your proposal.

1. In order to be considered a responsible and responsive bidder, ALL of the information requested on the proposal form, located at the end of these instructions, must be completed and received by the Iowa Department of Natural Resources by **3:00 PM, October 9, 2025. If you are signing on behalf of a corporation include your title in the signature line.** Keep a copy of the proposal as your record of your submitted proposal.
2. Email your proposal to [constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov). All proposals must be submitted electronically. No paper proposals will be accepted. Include the following information in the subject line: Project Number, Project Name, Bid Letting Date and Time.

Contact for the competitive quotation process is as follows:

Darin Galbraith, Procurement Specialist  
[constructionbids@dnr.iowa.gov](mailto:constructionbids@dnr.iowa.gov)  
515-344-0055

Contact for questions on plans and specifications is as follows:

Heath Delzell, District 2 Engineer  
[Heath.delzell@dnr.iowa.gov](mailto:Heath.delzell@dnr.iowa.gov)  
515-979-0104

3. DO NOT alter the proposal with alternates, qualifications, reservations, or stipulations. If the bid is not a lump sum clearly identify unit prices because the will prevail. (See Article 4.)
4. Your proposal will be audited, extensions and totals verified, and notification of decision of award will be made promptly after the closing date for receipt of proposals shown above. The lowest responsive, responsible bidder will be eligible for award of a subsequent contract. The DEPARTMENT reserves the unconditional right not to award a contract for the project described in these instructions and related attachments.
5. Both successful and unsuccessful bidders will be notified of the result of the bidding. If you are the successful bidder, an award letter and contract documents will be sent to you with detailed instructions for completion. By submitting a proposal, you agree and understand that acceptance of your proposal by the DEPARTMENT constitutes a binding agreement to enter into a contract and that the offer contained in your proposal shall be valid for a period of 45 days from the deadline for submission of proposals.

**IOWA DEPARTMENT OF NATURAL RESOURCES  
MINOR CAPITAL IMPROVEMENT CONTRACT**

AGREEMENT, entered into between the Iowa Department of Natural Resources, an agency of the State of Iowa, hereinafter called the DEPARTMENT, and

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

hereinafter called the CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the parties mentioned above, the CONTRACTOR agrees with the DEPARTMENT, to commence and complete the project described as follows and collectively referred to as the Project:

This project includes constructing two dikes, shallow water excavation, installation of tile intakes, a tile outlet /w rodent guard, and the installation of dual-wall non-perforated tile. Construction per Iowa Statewide Urban Design and Specifications (SUDAS).

Located at: Hogsback WMA in Winnebago County, Iowa, for the sum of \$ \_\_\_\_\_. This contract supersedes all prior contracts or agreements between the DEPARTMENT and the CONTRACTOR for the work described in this contract. The Project is more thoroughly and specifically described in Article 2, Scope of Work, of this contract.

**ARTICLE 1 - DEPARTMENT REPRESENTATIVE**

The representative of the DEPARTMENT shall be Heath Delzell, District Engineer, 515-979-0104, and all communications from the CONTRACTOR should occur thereto. However, any modifications or payments must be approved by the highest-level signatory for the DEPARTMENT, as described on the signature page.

**ARTICLE 2 - SCOPE OF WORK**

The CONTRACTOR shall furnish, at his own proper cost and expense, all materials, equipment, labor, insurance, and other accessories and services necessary to complete, in a workmanlike manner, ready for continuous operation, the above-mentioned project. The work shall be performed in accordance with the requirements and provisions of the following documents, all of which are made a part hereof and collectively evidence and constitute the contract:

- CONTRACTOR's Proposal attached as Attachment A.
- Federal funding specification chapters 00310, 00320, 00321, 00330, 00340, 00350, and 00360, as Attachment B
- Construction plans as Attachment C

It is intended that the specifications and plans, which include the Description of the Project on the first page of this Contract and supplemented as may be necessary by the DEPARTMENT, shall provide for the completion of the work specified herein.

The omission of specific reference to any minor items of material or work reasonably necessary to provide a complete project, will not release the CONTRACTOR from the responsibility of furnishing or doing the items omitted.

The CONTRACTOR shall leave the site free and clean of all construction equipment, materials, and rubbish. The CONTRACTOR shall replace any defective material or workmanship in the construction at no cost to the DEPARTMENT, and shall guarantee the construction for a period of one year from the date of the Department's final acceptance.

### **ARTICLE 3 - TIME OF COMMENCEMENT AND COMPLETION**

The time of commencement of work under this contract shall be within a reasonable period of time after the preconstruction conference as approved by the Department. The date of completion of the work under this contract shall be: 12/1/2025.

### **ARTICLE 4 - BASIS OF PAYMENT**

The DEPARTMENT shall make payment within 30 days of receipt of a payment request which is approved as payable by the Department, on this contract as is indicated below, by one of the following methods:

1. Lump Sum Basis- This section is not applicable to this contract. Except for adjustments as provided for herein, the DEPARTMENT shall pay to the CONTRACTOR, for the performance of work, the lump sum of \$ \_\_\_\_\_, hereinafter called the Contract Sum. The Contract Sum shall be equitably adjusted to cover changes in the work ordered by the DEPARTMENT, but not shown on the drawings or required by the specifications. Such increases or decreases in the Contract Sum shall be determined by agreement between the DEPARTMENT and the CONTRACTOR.
2. Unit Price Basis- This section is applicable to this contract. The DEPARTMENT shall pay to the CONTRACTOR the unit price amount stated with respect to each item of work on the attached schedule for the total number of units each item of work completed. The number of units shown on the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated into or made necessary by the work covered by this contract. Should the number of units of completed work of any individual item shown on the attached schedule vary by more than twenty percent (20%) from the number of units stated, either the DEPARTMENT or the CONTRACTOR may request a revision of the unit price for the item so affected, but such changes shall not exceed 10% of the total Contract amount. Both parties agree that under such conditions an equitable revision of the price shall be made. Changes that cannot be classified under any of the contract units may be performed at mutually agreed upon unit prices, or on a lump sum basis.

The Department, under this Contract, shall reserve the right to withhold up to 5% consistent with Iowa Code Chapter 573. The Contractor may invoice the Department only for work completed. If the work extends over a period of more than one month, the DEPARTMENT may, upon request by the CONTRACTOR, make written estimates of the value of materials complete in place and the work performed. Estimates shall be on a monthly basis or on a longer period of time mutually agreed upon. No estimate, except the final estimate, shall be for less than five hundred dollars (\$500). The estimates shall be figured at the contract unit prices for contracts on a unit price basis or on a mutually agreed upon percentage of the total work completed for contracts on a lump sum basis. Each estimate shall be filed in the form of a claim against the DEPARTMENT. Estimates are approximate only, and shall be subject to correction in the first estimate rendered following the discovery of an error in any previous estimate. Should a reasonable doubt arise as to the integrity of any part of the work completed prior to the final acceptance and payment, the department will deduct from the first estimate rendered, after the discovery of such work, an amount equal in value to the defective or questioned work. Further, such work will not be included in a subsequent estimate until the defects have been remedied or the causes for doubt removed. Within a reasonable period of time after satisfactory completion of the project, a final inspection of the work will be made by the DEPARTMENT to determine compliance with the contract, plans and specifications, and to submit a final estimate. All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The CONTRACTOR shall sign the final estimate form acknowledging acceptance of the amount stated.

Final payment shall be made as soon as possible following the expiration of statutory time for filing claims, or following adjudication or release of claim against the amount withheld. Earlier requirements for the submission of the Iowa Department of Revenue Contractor's Statement of Sale and Use Tax (see ARTICLE 20), prior to final payments, are no longer in effect.

## ARTICLE 5 - LIQUIDATED DAMAGES

Time is an essential element of the contract and it is important that the work be completed by the deadline. For each calendar day that any work shall remain uncompleted after the end of the contract period, number of working days allowed, or any extension granted, the amount per calendar day specified in the proposal form will be assessed, not as a penalty, but as predetermined and agreed **liquidated damages**.

The **CONTRACTOR** hereby agrees that **liquidated damages** in the amount of \$1,000.00 shall be retained or assessed against the **CONTRACTOR** for each day and every day the completion of the work is delayed beyond the time specified herein, not as a penalty, but as a mutually agreed to, predetermined amount to reimburse the **DEPARTMENT** for salaries and related expenses of directly involved staff and reviewers, interest charged during the period for delays and loss of use.

The **DEPARTMENT** will prepare and forward to the Contractor a Change Order to account for such **liquidated damages**. The final payment will be withheld until payment shall have been made consistent with this assessment of **liquidated damages** based only on the number of calendar days required to complete the work in excess of the completion date, plus authorized extensions thereto. This provision for the assessment of **liquidated damages** for failure to complete work within the contract period does not constitute a waiver of the **DEPARTMENT'S** right to collect any additional damages other than time delays which the **DEPARTMENT** may sustain by failure of the Contractor to carry out the terms of the contract.

If the Contractor fails to complete the work within the contract periods or any extension thereof, upon written notice to the Contractor and surety, said contract shall be in default. The **DEPARTMENT** may, at its option, permit the Contractor or the Contractor's surety to complete the work included in the contracts or may proceed to complete the work. In either event, the Contractor or the Contractor's surety shall be responsible for all costs incident to the completion of the work, and also for the **liquidated damages** stipulated in the proposal form. The **DEPARTMENT** may waive such portion of the liquidated damages as may accrue after the work is in condition for safe and convenient use by the public.

## ARTICLE 6 - PERMITS

In addition to other permits that may be required for the **CONTRACTOR** to conduct its business in the state of Iowa, the **CONTRACTOR** shall apply for, pay for and obtain prior to commencing work under this contract a NPDES Stormwater Discharge Permit (DNR's General Permit No. 2) for Construction Operation, as required by EPA regulations, for any land-disturbing activity which will disturb an area of one or more acres. The permits shall be readily available for inspection at all times. Permits are available from the DNR Storm Water Coordinator, Wallace State Office Building, Des Moines, Iowa, 50319. (Tel. (515) 725-8417.)

The **CONTRACTOR** shall be required to apply for, pay for and obtain all permits required by law prior to commencing work under this contract.

## ARTICLE 7 - PERFORMANCE BOND

In compliance with Chapter 573 of the Code of Iowa, contracts shall, when the contract price equals or exceeds twenty-five thousand dollars, be accompanied by a bond, with surety, conditioned for the faithful performance of the contract. The amount shall be not less than one hundred percent (100%) of the contract price. The bond shall be executed on the standard form supplied by the **DEPARTMENT**. The bond, if required, shall be executed by the **CONTRACTOR** and by a surety authorized to do business in the State of Iowa and shall be incorporated by this reference.

## ARTICLE 8 - CONTRACTOR'S INSURANCE

The **CONTRACTOR'S** current certificate of liability and property damage insurance shall be filed with the **DEPARTMENT** prior to the execution of the contract and shall be maintained at such amounts throughout the prosecution of the work and until final acceptance and completion of the contract. The minimum coverage by such insurance shall be as follows:

Public Liability Insurance  
Per Person \$250,000.

Property Damage Insurance  
Each Occurrence \$250,000.

Each Occurrence \$500,000.

## **ARTICLE 9 - TERMINATION**

9.1 The DEPARTMENT shall have the right to cancel any or all items from the contract and may terminate this contract immediately for any of the following reasons effective immediately without advance notice:

- A) In the event the CONTRACTOR is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the contract effective as of the date on which the license or certification is no longer in effect;
- B) The DEPARTMENT determines that the actions, or failure to act, of the CONTRACTOR, its agents, employees or subcontractors have caused, or reasonably could cause, a person's life, health or safety to be jeopardized;
- C) The CONTRACTOR fails to comply with all laws, regulations, ordinances and orders related to the execution of this contract or the completion of the Project;
- D) The CONTRACTOR furnished any statement, representation or certification in connection with this contract or its related bidding documents which is materially false, deceptive, incorrect or incomplete.
- E) The CONTRACTOR breaches the contract;
- F) The CONTRACTOR becomes the subject of any bankruptcy or insolvency proceeding;
- G) The CONTRACTOR has otherwise engaged in conduct that has or may expose the State or the DEPARTMENT to liability, as determined in the DEPARTMENT's sole discretion;
- H) The DEPARTMENT determines that continuation of completion of the work is not in the public's interest; and
- I) The DEPARTMENT determines that the occurrences of any of the actions or inactions in subparagraphs (A) through (G) above, unforeseen circumstances, unanticipated design changes, or other reasons beyond the control of the CONTRACTOR would prevent or unreasonably delay completion of the contract.

If there is a default event caused by the CONTRACTOR as described above, the DEPARTMENT may either provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in the DEPARTMENT's written notice to the CONTRACTOR, or may terminate the contract in whole or in part, without the payment of any penalty or incurring any further obligation to the CONTRACTOR.

9.2 Termination Due to Lack of Funds or Change in Law. The DEPARTMENT shall have the right to terminate this contract without penalty by giving thirty (30) days written notice to the CONTRACTOR if, in the DEPARTMENT's sole discretion, adequate funds are not appropriated or granted to allow the DEPARTMENT to operate as required and to fulfill its obligations under this contract or funds are de-appropriated; if funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; if the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this contract is withdrawn or materially altered or modified; if the DEPARTMENT's duties, programs or responsibilities are modified or materially altered; or if there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the DEPARTMENT's ability to fulfill any of its obligations under this contract.

9.3 The CONTRACTOR's Termination Duties. The CONTRACTOR upon receipt of notice of termination or upon request of the DEPARTMENT, shall cease work under this contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the contract, including, without limitation, work completed, materials delivered and any other matters the DEPARTMENT may require; shall immediately cease using and return to the DEPARTMENT any personal property or materials, whether tangible or intangible, provided by the DEPARTMENT to the CONTRACTOR; and shall comply with the DEPARTMENT's instructions for the timely transfer of any materials provided by the CONTRACTOR under this contract. Material paid for pursuant to section 9.4 shall become the property of the DEPARTMENT and shall be disposed of as directed by the DEPARTMENT.

9.4 Following termination, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this contract to the DEPARTMENT up to and including the date of termination. For finished portions of items canceled, the CONTRACTOR will be paid at the contract unit prices. For

materials ordered and delivered for the unfinished portion of such canceled or omitted items, the DEPARTMENT will pay cost plus five percent as an overhead charge. The CONTRACTOR'S expense for work of handling or transporting such material shall be included in computing the cost. The DEPARTMENT will also pay any actual expenses sustained by the CONTRACTOR by reason of such cancellation or omission and not represented by work completed or material delivered. In computation of material cost or expenses sustained, no anticipated profit will be included.

#### **ARTICLE 10 - INDEMNIFICATION**

The CONTRACTOR agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this contract, including but not limited to any claims related to, resulting from, or arising out of: any breach of this contract; any negligent, intentional or wrongful act or omission of the CONTRACTOR or any agent or subcontractor utilized or employed by the CONTRACTOR; the CONTRACTOR's performance or attempted performance of this contract, including any agent or subcontractor utilized or employed by the CONTRACTOR; or any failure by the CONTRACTOR to make all reports, payments and withholdings required by federal and state law and which are required by the CONTRACTOR to conduct business in the State of Iowa. The CONTRACTOR's duties and obligations under this section shall survive the termination of this contract and shall apply to all acts or omissions taken or made in connection with the performance of this contract regardless of the date any potential claim is made or discovered by the DEPARTMENT or any other Indemnified Party.

#### **ARTICLE 11 - WARRANTY**

The CONTRACTOR shall warrant that the work, for a period of one year from the date of final acceptance by the DEPARTMENT, shall remain free from all defects in workmanship and material and that it will comply with the requirements of this contract governing the work. It is understood and agreed that in the event of defects and the necessity of making repairs to the work during the warranty period, the DEPARTMENT will notify the CONTRACTOR and provide a reasonable time to the CONTRACTOR to make such repairs. The CONTRACTOR shall submit all notices of guarantees, warranties and certificates complying with this section prior to final payment being made.

#### **ARTICLE 12 - RIGHT TO REVIEW AND OBSERVE; ACCESS TO RECORDS**

The DEPARTMENT shall have the right to review and observe, at any time, completed work or work in progress related to the contract. The CONTRACTOR shall permit the DEPARTMENT or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the CONTRACTOR relating to orders, invoices, or payments or any other documentation or materials pertaining to this contract. Upon the request of the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT or its agents said documentation or materials.

#### **ARTICLE 13 - PUBLIC RECORDS; RECORDS RETENTION**

All records created pursuant to this contract shall be public records and subject to Iowa Code chapter 22, the Iowa Open Records Law. All records created pursuant to this contract shall be submitted to the DEPARTMENT within 5 business days of its request. All records created pursuant to this contract shall be retained in accordance with the relevant state of Iowa records retention schedule.

#### **ARTICLE 14 - SURVIVAL OF AGREEMENT**

If any portion of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

#### **ARTICLE 15 - GOVERNING LAW**

This contract shall be interpreted in accordance with the law of the State of Iowa, and any action relating to the contract shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

#### **ARTICLE 16 - COMPLIANCE WITH LAWS**

The CONTRACTOR agrees that, during the duration of and as a condition of the DEPARTMENT'S duty to perform under the terms of this contract, it shall be in compliance with all applicable laws and regulations of the state and federal

government, including but not limited to Equal Employment Opportunity provisions, Occupational Health and Safety Act, minimum wage requirements, records retention, audit requirements, and allowable costs.

#### **ARTICLE 17 - ASSIGNMENT AND DELEGATION**

The CONTRACTOR may not assign, transfer or convey in whole or in part this contract without the prior written consent of the DEPARTMENT. For the purpose of construing this clause, a transfer of a controlling interest in the Grantee shall be considered an assignment. The CONTRACTOR may not delegate any of its obligations or duties under this contract without the prior written consent of the DEPARTMENT.

#### **ARTICLE 18 - WRITING REQUIRED**

No change, modification, or termination of any of the terms, provisions or conditions of this contract shall be effective unless made in writing and signed by the parties.

#### **ARTICLE 19 - IMMUNITY FROM LIABILITY**

Every person who is a party to the contract is hereby notified and agrees that the State, the DEPARTMENT, and all of their employees, agents, successors, and assigns are immune from liability and suit for the CONTRACTOR's and its subcontractors' activities involving third parties arising from the contract.

#### **ARTICLE 20 - CERTIFICATION REGARDING SALES AND USE TAX**

By executing this contract, the CONTRACTOR certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code sections 423.1(42) and (43). The CONTRACTOR also acknowledges that the DEPARTMENT may declare the contract void if the above certification is false. The CONTRACTOR also understands that fraudulent certification may result in the DEPARTMENT filing action for damages for breach of contract.

Upon execution of this contract, an Iowa Construction Sales Tax Exemption Certificate will be available upon request.

#### **ARTICLE 21 - INDEPENDENT CONTRACTOR**

The status of the CONTRACTOR shall be that of an independent contractor. The CONTRACTOR, and its employees and agents performing under this contract are not employees or agents of the State or any agency, division or department of the State. Neither the CONTRACTOR nor its employees shall be considered employees of the DEPARTMENT or the State for Federal or State tax purposes. The DEPARTMENT will not withhold taxes on behalf of the CONTRACTOR. The CONTRACTOR shall be responsible for payment of all taxes in connection with any income earned from performing this contract.

#### **ARTICLE 22 - USE OF THIRD PARTIES AND SUBCONTRACTORS**

- A) The CONTRACTOR may contract with third parties for the performance of any of Contractor's obligations under this Contract. All subcontractors shall be subject to prior approval by the DEPARTMENT. The DEPARTMENT's consent shall not be deemed in any way to provide for the incurrence of any obligation of the DEPARTMENT in addition to the remuneration agreed upon in this contract;
- B) If the CONTRACTOR utilizes a subcontractor or subcontractors, then the following conditions shall apply: Prior to a subcontractor working on site, the subcontractor(s) name and their Iowa Contractor Registration Number(s) must be provided to the DEPARTMENT;
- C) The CONTRACTOR may enter into subcontracts to complete the work required by this contract provided that the CONTRACTOR remains responsible for all services performed under this contract. Each subcontract shall contain provisions for the DEPARTMENT's access to the subcontractor's books, documents, and records and for inspections of work, as required of CONTRACTOR herein. No subcontract or delegation of work shall relieve or discharge the CONTRACTOR from any obligation, provision, or liability under this CONTRACT. The CONTRACTOR shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor;
- D) All applicable restrictions, obligations and responsibilities of the CONTRACTOR under this Contract also shall apply to the subcontractors;
- E) The DEPARTMENT shall have the right to request the removal of a subcontractor from the contract for good cause.

The CONTRACTOR shall indemnify, defend and hold harmless the DEPARTMENT and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of CONTRACTOR's breach of any subcontract in which it enters, including the CONTRACTOR's failure to pay any and all amounts due by CONTRACTOR to any subcontractor;

- F) Any action of a subcontractor, which, if done by CONTRACTOR, would constitute a breach of this contract, shall be deemed a breach by the CONTRACTOR and have the same legal effect; and
- G) If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence was reasonably foreseeable, then the CONTRACTOR shall be in default and Article 23, "Delay or Impossibility of Performance," shall not be applicable.

#### **ARTICLE 23 - DELAY OR IMPOSSIBILITY OF PERFORMANCE**

The CONTRACTOR shall not be in default under this contract if performance is delayed or if CONTRACTOR may not reasonably perform the contract due to an act of God. In each such case, the delay or impracticability must be beyond the reasonable control and anticipation of the CONTRACTOR, and without the fault or negligence of the CONTRACTOR. If delay results from a subcontractor's conduct, from the CONTRACTOR's negligence or fault, or from circumstances which by the exercise of reasonable diligence the CONTRACTOR should have been able to anticipate or prevent, then the CONTRACTOR shall be in default and this paragraph shall not be applicable. It shall be the responsibility of the CONTRACTOR to prove that performance was delayed or impracticable within the meaning of this paragraph.

*This contract is an EXAMPLE of the instrument the successful bidder must sign in order to perform the work under this project.*

IN WITNESS WHEREOF, the parties hereto have executed this contract, as of the effective date as specified by the Department below.

FOR THE DEPARTMENT:

FOR THE CONTRACTOR:

\_\_\_\_\_  
Department Signatory, Title

\_\_\_\_\_  
Legal Name of Company

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Seal, if by a corporation

Iowa Contractor Registration No. \_\_\_\_\_

**ATTACHMENT A  
PROPOSAL**

PROJECT: Wetland Restoration CONTRACT NO.: 25-02-95-01  
LOCATION: Hogsback WMA

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE*		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
1	Mobilization	1 LS				
2	Class 10 Excavation, On-site borrow	1,150 CY				
3	Tile Investigation	1,500 FT				
4	Class 10 Excavation, Shallow water & Principle Spillway	3,300 CY				
5	Tile Breaks	5 EA				
6	10" CMP, 14 guage (with 10" Rodent Guard)	10 FT				
7	8" Non Perf dual wall tile and couplers (connect to exsiting tile intake in road ditch)	1,940 FT				
8	9" Straw Wattles	100 FT				
9	1" Clean Stone	25 TN				

\*Unit Prices Prevail

Proposed Bid Total: \$ \_\_\_\_\_

By virtue of statutory authority, preference will be given to products grown and coal produced within the State of Iowa.

Signature	Date	Legal Name of Company
Printed Name		Street Address
Title		City, State, Zip Code
Iowa Contractor Registration Number		Phone No. Fax No.
		Email Address

Bidder Acknowledges Receipt of Any Issued Addenda (Number and Date): \_\_\_\_\_

**Subcontract Information**

Name	Iowa Contractor Registration Number	Email Address

This proposal will be void if not accepted by the owner within 45 days of the deadline for submission of proposals described in the General Information and Instructions to Bidders for this project.



United State Environmental Protection Agency  
Washington, DC 20460

**Certification Regarding  
Debarment, Suspension, and Other Responsibility Matters**  
**EPA Form 5700-49 (11-83)**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agencies.
- b. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine up to \$10,000 or imprisonment for up to 5 years, or both.

---

Type Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

☐ I am unable to certify to the above statements. My explanation is attached.

**Instructions**

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, of a sub agreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or sub agreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the attached regulation.

**Where to Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification of explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

**How to Obtain Forms:**

EPA includes the certification form, instructions, and a copy of its implementing regulation (40) CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractors, who, in turn may reproduce and provide them to prospective subcontractors.

**Additional copies/assistance may be requested from:**

Compliance Branch  
Grants Administration Division (PM-216F)  
US Environmental Protection Agency  
401 M St SW  
Washington DC 20460  
(Telephone: 202-475-8025)

## **EPA Region VII Procedures for Implementation of 40 CFR Part 33.240 (Minority Business Enterprise/Women's Business Enterprise)**

The following information must be contained in solicitation documents for construction contracts and engineering agreements pursuant to 40 CFR Part 33.240)

Each bidder/offeror must fully comply with the requirements, terms, and conditions of EPA's policy to award a fair share of sub agreements to minority and women's businesses. The bidder/offeror commits itself to taking affirmative steps contained herein. Bidders/offerors will take affirmative steps prior to submission of bid/proposal.

### Affirmative Steps

- A. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
- B. Assuring that MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
  1. Sending letters or making other personal contacts with MBEs and WBEs, (e. g. those whose name appear on lists prepared by EPA or the grantee and other MBE/WBEs known to the bidder/offeror.) MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time (fifteen days) prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - a. Specific description of the work to be subcontracted;
    - b. How and where to obtain a copy of the drawings and specifications or other detailed information needed to prepare a detailed price quotation;
    - c. Date the quotation is due to the bidder/offeror;
    - d. Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  2. Sending letters or making other personal contacts with local, state, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE and WBE firms.
- C. Where feasible, establishing delivery schedules which will encourage participation by MBE and WBEs.

### Determination of Compliance

It is to be noted that bidders/offerors must demonstrate compliance with MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance shall include, but is not limited to, the following information:

1. Names, addresses and phone numbers of MBE/WBEs expected to perform the work;
2. Work to be performed by MBEs and WBEs;
3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately;
4. Description of contacts to MBE and WBE organizations, agencies and associations which serve MBE/WBEs, including names of organizations, agencies and associations and dates of contacts;
5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i. e. equipment or material supplier, excavator, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.

All bidders/offerors should complete the Minority and Women's Business Enterprise Utilization Worksheet and submit to the grantee prior to contract award.

(Grantee may establish alternative methods of compliance equivalent to or more stringent than the above.)

## MINORITY, WOMEN'S AND SMALL RURAL BUSINESS ENTERPRISE WORKSHEET

Grant Applicant: \_\_\_\_\_ Project No.: \_\_\_\_\_

Contractor/Engineer: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Contract: \_\_\_\_\_ MBE Percentage: \_\_\_\_\_ WBE Percentage: \_\_\_\_\_

1. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Amount of Subcontract: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Amount of Subcontract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. MBE Subcontractor: \_\_\_\_\_ WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
Amount of Subcontract: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Prepared By

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Date

# GUIDANCE FOR MINORITY BUSINESS ENTERPRISE AND WOMEN'S BUSINESS ENTERPRISE REQUIREMENT OF 40 CFR 31.36(e)

## I. PURPOSE

This guidance is to assist States, EPA assistance recipients, prime contractors, consultants, minority business owners and women's business owners in complying with EPA's Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) requirements in the Agency's procurement regulations, 40 CFR Part 31. This guidance provides suggestions for carrying out the affirmative steps included in EPA procurement regulations. Also included is a description of activities to be undertaken by EPA or delegated States, as well as suggestions for MBE/WBEs to take in pursuing opportunities for work in EPA-funded projects.

## II. DEFINITIONS

- A. Minority Business Enterprise (MBE): A minority business enterprise is a business which is
1. certified as socially and economically disadvantaged by the Small Business Administration;
  2. certified as a minority business enterprise by a State or Federal agency; or
  3. an independent business concern which is at least 51 percent owned and controlled (as defined below) by minority group member(s). A minority group member is an individual who is a citizen of the United States and one of the following:
    - a. Black American
    - b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)
    - c. Native American (American Indian, Eskimo, Aleut, native Hawaiian)
    - d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the US Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian Subcontinent)
- B. Women's Business Enterprise (WBE): A women's business enterprise is a business which is certified as such by a State or Federal agency, or which meets the following definition:

A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or women shall be made without regard to community property laws. For example, an otherwise qualified WBE which is 51 percent owned by a married woman in a community state will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business that is 51 percent owned by a married man and 49 percent owned by an unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business.

- C. Ownership and Control:
1. The minority or women's ownership's interest in the firm must be real, substantial and continuing. Such interest may include:
    - a. risk of loss/share of profit commensurate with the proportional ownership; and
    - b. receipt of the customary incidents of ownership, such as salary and/or intangible benefits.
  2. A minority or woman owner must have and exercise the authority to independently control the business. The minority or woman owner need not be continually present to be deemed in control. Characteristics of control may include:
    - a. authority to sign contracts;
    - b. making decisions in price negotiations;
    - c. incurring liabilities for the firm;
    - d. making final staffing decisions;
    - e. policy-making; and
    - f. making general company management decisions.
  3. Only those firms performing a useful business function according to custom and practice in the industry are qualified as MBEs or WBEs. Acting merely as a passive conduit of funds to some other, non-minority firm where such activity is unnecessary to accomplish the project the project does not constitute a "useful business function according to custom and practice in the industry."

- D. Recipient: A party receiving federal financial assistance under an EPA program pursuant to a grant or cooperative agreement.
- E. Project: The scope of work from which a cooperative agreement, grant or grant amendment is awarded.
- F. Bidder: A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.
- G. Offeror: A party seeking to obtain a contract with a recipient through a negotiated procurement process.

### III. RESPONSIBILITIES

- A. Headquarters.
  - 1. The office in charge of the assistance program (program office) has primary responsibility for implementation of the MBE/WBE program, in cooperation with the Office of Small and Disadvantaged Business Utilization (OSDBU).
  - 2. OSDBU is responsible for serving as the Agency focal point for inquiries on the MBE/WBE program, providing explanation of the program and guidance to MBEs and WBEs interested in working on EPA funded projects.
- B. Regional Responsibilities.
  - 1. Provide guidance and advice to recipients as requested.
  - 2. Maintain lists of those MBE and WBE firms which have participated in EPA funded projects. The Region may also add MBEs and WBEs requesting to be included on source lists. Such lists are for information purposes only, and shall carry a clear and prominent statement that the firms listed are neither endorsed nor guaranteed by EPA as bona fide MBE/WBEs. It is not necessary to be on any list in order to qualify as a bona fide MBE/WBE.
  - 3. Monitor recipients for compliance with MBE/WBE requirements and for determining levels of MBE/WBE participation.

### IV. RECIPIENT RESPONSIBILITIES

- A. The recipient shall take affirmative steps to contract with MBEs and WBEs and ensure that its contractors and consultants take affirmative steps to contract with MBEs and WBEs during all phases of work funded or to be funded under an EPA assistance agreement. The recipient's affirmative steps as defined in EPA procurement regulations are the following:
  - 1. When feasible, dividing the total work to be contracted into smaller tasks in the solicitation documents to permit maximum MBE/WBE participation.
  - 2. Placing qualified MBEs and WBEs on solicitation lists of EPA Regional Offices and appropriate minority/women's business associations and agencies.
  - 3. Assuring that MBEs and WBEs are solicited whenever they are potential sources of service and supplies, for example, by:
    - a. Holding pre-bid conferences, with interested MBEs and WBEs in attendance when possible, to highlight the requirements of this program to prospective bidders;
    - b. Including this MBE/WBE interim guidance in requests for proposals (RFP) and invitations for bid (IFB);
    - c. Publishing announcements of MBE/WBE opportunities for work on EPA funded projects;
    - d. Developing a source list of MBE/WBEs and providing its list to prospective bidders/offerors;
  - 4. The recipient may wish to engage a MBE/WBE liaison to compile the list.
  - 5. The recipient may wish to use available lists such as those of the EPA Regional Office, adjacent municipalities, appropriate minority/women associations. Names of these agencies with address and phone number should also be included on the recipient's source list.
    - a. Providing necessary and appropriate liaison services between MBE/ WBEs and prospective bidders/offerors. (Liaison service should not be delegated to consultants where a potential for conflict of interest exists.)
  - 6. When project requirements permit, establishing delivery schedules which encourage participation of MBE/WBEs.
  - 7. Using the services and assistance of the Small Business Administration (SBA), the Minority Business Development Agency (MBDA), and other federal, State and local agencies when appropriate.
- B. Unless otherwise provided in the specifications, compliance with the MBE/WBE requirement in the regulations is a matter of bidder/offeror responsibility.

- C. The recipient is responsible for monitoring work in progress to ensure that MBE and WBE subcontractors and joint venturers are actually participating in the performance of the subcontract or joint venture contract and to insure that the consultant/contractor is fulfilling its obligations with respect to MBE/WBE requirements under the contract.
- D. As part of the documentation required under 40 CFR 31.36(b)(9), the recipient shall maintain and update records of MBE/WBE participation and supply data to the delegated State when requested. Such records may include:
  - 1. Name of MBE/WBEs being utilized;
  - 2. Work designated to be performed by MBE/WBE;
  - 3. Dollar value of that work;
  - 4. Portion of project being performed by MBEs and WBEs.

## **V. BIDDER AND OFFEROR RESPONSIBILITIES**

- A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerors shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing date for receipt of initial offers, to encourage participation in projects by MBEs and WBEs. Such efforts include:
  - 1. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation.
  - 2. Assuring the MBEs and WBEs are solicited whenever they are potential sources of goods or services. This step may include:
    - a. Sending letters or making other personal contacts with MBEs and WBEs, (e.g. those whose names appear on lists prepared by EPA or the recipient and other MBE/WBEs known to the bidder/offeror). MBEs and WBEs should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
      - 1) Specific description of the work to be subcontracted;
      - 2) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
      - 3) Date the quotation is due the bidder/offeror;
      - 4) Name, address, and phone number of the person in the bidder/offeror's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
    - b. Sending letters or making other personal contacts with local, State, federal and private agencies and MBE/WBE associations relevant to the project. Such contacts should provide the same information provided in the direct contacts to MBE/WBE firms.
  - 3. Where feasible, establishing delivery schedules which will encourage participation by MBEs and WBEs.
- B. Bidders/offerors must demonstrate compliance with the MBE/WBE requirements in order to be deemed responsible. Demonstration of compliance may include the following information, however the recipient may specify other methods of demonstrating compliance:
  - 1. Names, addresses and phone numbers of MBE/WBEs expected to perform work.
  - 2. Work to be performed by the MBEs and WBEs.
  - 3. Aggregate dollar amount of work to be performed by MBEs and WBEs, showing aggregate to MBEs and aggregate to WBEs separately.
  - 4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBEs/WBEs, including names of organizations, agencies and associations and dates of contact.
  - 5. Description of contacts to MBEs and WBEs, including number of contacts, fields, (i.e. equipment or material supplier, excavators, transport serviced, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerors should take reasonable affirmative steps to subcontract with MBEs and WBEs whenever additional subcontracting opportunities arise during the performance of the contract.

## **VI. MBE AND WBE RESPONSIBILITIES**

MBEs and WBEs are responsible for promoting themselves and taking the initiative to obtain contracts and subcontracts, and for encouraging joint venture arrangements. MBEs/WBEs interested in working on EPA funded projects are strongly encouraged to take the following steps:

- A. Submit information to the recipients to identify status as a MBE/WBE.

- B. Become certified as MBE/WBE under available State or federal agency procedures.
- C. Contact federal, State, and local MBE/WBE liaison offices to obtain information on potential jobs.
- D. Provide capability statements to State agencies, recipients, consulting engineers, and contractors, stating type(s) of work performed by the firm, size of job that the firm can handle, bonding information, and any special skills.
- E. Make every effort to establish contacts and relationships with contractors for potential future business, including attending pre-bid conferences and subscribing to industry and trade journals.
- F. Contact EPA Regional offices or appropriate State offices to obtain information on planned EPA funded projects.
- G. Respond promptly to solicitation requests.

#### **VII. REMEDIES FOR NONCOMPLIANCE**

- A. Protests. A bidder/offeror for EPA funded work or MBE/WBE with an adversely affected direct financial interest may file a bid protest with the recipient pursuant to EPA procurement regulations 40 CFR 31.36(b)(12). These procedures are available to protest alleged violation of federal MBE/WBE requirements and may not be used to enforce local or State MBE/WBE requirements.
- B. Upon a finding by EPA that a recipient, bidder/offeror, consultant, contractor or subcontractor has not complied with the MBE/WBE requirements of EPA regulations, EPA may invoke any and all sanctions and remedies specified in EPA regulations.

#### **VIII. STATE OR LOCAL LAW**

Nothing in this program prevents a State or recipient from applying more stringent MBE/WBE requirements or procurement obligations which pertain to bid responsiveness or percentage of MBE and WBE participation.

**US ENVIRONMENTAL PROTECTION AGENCY**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to contracts, subcontracts, and agreements with the applicants who are themselves performing Federally assisted construction contracts, exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certification of Non-segregated Facilities, as required by the May 9, 1967 order (33 F.R. 7808, May 28, 1968) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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Signature

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Date

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Name and Title of Signer (Please Type)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001

EPA-7 5720-4.2 (6/2/77)

**Recipient Certification - Anti-Lobbying Act of 1990**  
**US Department of the Interior**  
**Certification Regarding Lobbying**

This certification is required by Section 1352, title 31, US Code, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions."

*(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)*

Certification for Contracts, Grants, Loans, and Agreements

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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 person for influencing or attempting to influence an officer or employee of any agency, a Member Congress, and officer or employee of Congress, or an employee of a Member of Congress in 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 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 of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this 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, US 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.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## Instructions for Certification

1. This certification and a disclosure form should be filed by each person as required, with each submission that initiates agency consideration of such person for: (1) award of a Federal contract, grant, or cooperative agreement exceeding \$100,000 or (2) an award of a Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$ 150,000.
2. This certification and a disclosure form should be filed by each person as required, upon receipt by such person of (1) a Federal contract, grant, or cooperative agreement exceeding \$100,000; or (2) a loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000, unless such person previously filed a certification, and a disclosure form, if required, at the time agency consideration was initiated.
3. Any person who requests or receives from a person referred to in paragraphs (1) and (2) above: (1) a subcontract exceeding \$100,000 at any tier under a Federal contract; (2) a subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant (3) a contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or, (4) a contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement, shall file a certification, and a disclosure form, as required, to the next tier above.
4. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (1) or (2) above. That Person shall forward all disclosure forms to the appropriate Bureau/Office within the Department of the Interior.
5. Any certification or disclosure form filed under paragraph (4) above shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by Section 1352, title 31. US Code.

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include congressional district, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee (e.g., the first subawardee of the prime is the first tier). Subawards include, but are not limited to, subcontracts, subgrants and contract awards under grants.
5. If the organization filling the report in Item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime federal recipient. Include congressional district, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes (e.g., "RFP-DE-90-001").
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10.
  - a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
  - b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter last name, first name and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify name.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is/are attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection at of intermission is estimated to average 30 minutes per response. Including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project, (0348-0045), Washington DC 20503

(See reverse for public burden disclosure)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. Bid/Offer/Application <input type="checkbox"/> b. Initial Award <input type="checkbox"/> c. Post-award		<b>3. Report Type:</b> <input type="checkbox"/> a. Initial/Filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known  Congressional District, if known			<b>5. If Reporting Entity in No. 4 is Subawardee, enter name and Address of Prime:</b>  Congressional District, if known		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Entity:</b> (if individual, last name, first name, MI)  (Attach Continuation Sheet(s) SF-LLL-A if Necessary)			<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</b>		
<b>11. Amount of Payment (check all that apply):</b> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned			<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>13. Type of Payment (check all that apply):</b>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: _____					
<b>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contracted, for Payment indicated in item 11:</b>  (Attach Continuation Sheet(s) SF-LLL-A if Necessary)					
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No					

**16:** The information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of facts upon which evidence was placed by the above when this transaction was made or started into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semi-annually and will be available for public inspection. Any person which fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**For Federal Use Only:**

**Authorized for local reproduction  
Standard Form-LLL**

**Telephone No.:** \_\_\_\_\_ **Date:** \_\_\_\_\_

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

Approved By OMB  
0348-0046

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

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Standard Form LLL-A

## **NONDISCRIMINATION IN EMPLOYMENT**

(Instructions for Bidders)

By the submission of its bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$ 10,000). The bidder understands and agrees that "affirmative action" as used herein Shall constitute a good faith effort to achieve and maintain that amount of minority employment in the on-site workforce used on the project which corresponds, for each trade used, to the minority population in the serving labor market area from which workers are reasonably available for hire for the project.