

Attachment K

Required Contract Provisions Related to Certain Telecommunication and Video Surveillance Services and Equipment for Equivalency Projects

A provision substantially like the below will be included in each procurement contract when such contract involves the use of direct Federal funds (identified as Equivalency). The SRF Applicant shall remain responsible for compliance with applicable condition. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable condition and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the _____ (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Authority.