



FRONT-END DOCUMENT CERTIFICATION (FEDC)

I _____ of _____ certify
(Engineer's Name) (Engineering Firm)
that the bidding documents for the _____ project(s) for the
(Project Name)
_____ comply with all the _____
(SRF Applicant) (Equivalency OR Non-Equivalency)

bidding requirements of the State Revolving Fund (SRF) Loan Programs, the Indiana Finance Authority (IFA) and the State of Indiana (State) which include, among others, the following (with references to attached documents):

1. **Nondiscrimination** All bidding documents and contracts for work must include the contract provisions provided in Attachment A.
2. **Davis-Bacon Act** and related laws and regulations.
 - a) A copy of the applicable Davis-Bacon wage determination will be included in all contracts and subcontracts for work.
 - b) A copy of the wage determination and the Davis-Bacon poster (WH-1321) will be posted by the contractor and subcontractors at the project site in a prominent and accessible place where it can be easily seen by workers.
 - c) All contracts and subcontracts for work will include the provision provided in Attachment B.
3. **Suspension and Debarment** All contracts for work will include terms and conditions similar to those provided in Attachment C.
4. **Green Project Reserve (GPR) Incentive Program** If GPR approved components are included in this project, solicitations or requests for bids shall include instructions similar to those provided in Attachment D. Bidders shall provide the bid amount allocated to each GPR component with their bid using the GPR Bid Breakdown in Attachment E. Engineer shall provide the GPR Final Summary (Attachment F) to SRF with the post-bid documentation submittal.
5. **American Iron and Steel (AIS) Clause**
 - a) All procurement contracts must include AIS language as set forth in Attachment G. Bid documents must inform the bidders of this requirement.
 - b) Prior to entering into a procurement contract, all successful bidders will certify in the form as set forth in Attachment H to such matters. (Bid documents must inform the bidders of such matters).
 - c) Section 608 of the Clean Water Act and Section 1452(a)(4)(A) of the Safe Drinking Water Act require that none of the appropriated funds may be used for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States unless a waiver is provided to the recipient by US EPA (EPA Waiver).
6. **Useful Life Certification** (Attachment I)

If the financing will include direct federal funds from the SRF Loan program, known as **Equivalency**, the following will also be required:

1. **Disadvantaged Business Enterprise (DBE) Efforts** All efforts to provide opportunities for DBEs shall be documented and submitted following the instructions and form in Attachment J.
2. **Contract Provisions Related to Certain Telecommunication and Video Surveillance Services and Equipment for Equivalency Projects**
 - a) All procurement contracts must include Telecommunication language as set forth in Attachment K. Bid documents must inform the bidders of this requirement.
3. **Build America, Buy America (BABA) Clause (replaces AIS when applicable)**
 - a) All procurement contracts for Equivalency loans must include BABA language as set forth in Attachment L. Bid documents must inform the bidders of this requirement.
 - b) Prior to entering into a procurement contract on Equivalency Loans, all successful bidders will certify in the form as set forth in Attachment M to such matters. (Bid documents must inform the bidders of such matters).

Bids are expected to be open on (date): _____

Please check one of the following regarding how long bids will be held after opening:

- ☐ 60 days
☐ 90 days
☐ Other: _____

Please check one of the following regarding permanent land acquisition:

- ☐ I certify that no land/easement acquisition was required for this project.
☐ Land/easement acquisition is not yet complete, so we are requesting a mutually agreed upon date of _____ to have all acquisition finalized.
☐ All land acquisition is complete and a letter from the SRF applicant and their attorney is attached certifying compliance with 49 CFR Part 24.

Please list conditions incorporated into the bidding documents pursuant to the SRF Preliminary Decision of Categorical Exclusion/Finding of No Significant Impact (e.g., tree clearing restriction, trenchless pipe installation requirements, etc.):

Please complete the following table regarding permits (no need to identify local/county permits):

Permit	Permit required? Please circle one.	If required, date submitted? (If not required, leave blank)	If required, date approved or expected date of approval? (If not required, leave blank)
IDEM Construction	Y / N		
IDEM Wetlands/Stream	Y / N		
Army Corps of Engineers	Y / N		
NOI – IDEM Stormwater	Y / N		
NOI – Watermain Extension	Y / N		
DNR Floodway/Floodplain	Y / N		
Other: _____	Y / N		

(Engineer Signature)

(Date)

By signing below, SRF Applicant authorizes the Engineer to act on SRF Applicant's behalf in complying with all applicable federal, state and local laws including, but not limited to, those identified in this certification. By signing below, SRF Applicant further agrees to the oversight and enforcement of all applicable federal, state and local laws including, but not limited to, the completion and submission of the Davis-Bacon Compliance weekly transmittals and all accompanying actions and documentation. SRF Applicant understands and acknowledges that this authorization does not alter or relieve any of its responsibilities under this certification or the Financial Assistance Agreement. SRF Applicant further understands and acknowledges that this certification is offered as guidance to assist SRF Applicant with its obligation to comply with all applicable laws and requirements.

(SRF Applicant Representative Signature)

(Date)



FRONT-END DOCUMENT CERTIFICATION (FEDC) ATTACHMENTS

Attachment A: Required Contract Provisions Related to Nondiscrimination

Attachment B: Required Contract Provisions Related to Davis-Bacon Act and Related Acts

Attachment C: Required Contract Provisions Related to Suspension and Debarment

Attachment D: Required Bid Instruction Related to GPR Components

Attachment E: GPR Bid Breakdown

Attachment F: GPR Final Summary

Attachment G: Required Contract Provisions Related to American Iron and Steel

Attachment H: Required Certification from Contract Related to American Iron and Steel

Attachment I: Useful Life Certification

If the financing will include direct federal funds from the SRF Loan program, known as **Equivalency**, the following will also be required:

Attachment J: Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts

Attachment K: Telecommunications Provisions

Attachment L: BABA Contract Provisions

Attachment M: BABA Certification from Contractor

Required Contract Provisions Related to Nondiscrimination

Below are required contract conditions that apply to all Clean Water and Drinking Water State Revolving Fund projects and contains forms that must be used in the procurement process. This must be physically included in all bidding and contract documents.

This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply with these regulations, laws and rules.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Rehabilitation Act of 1973 (29 U.S.C. 794), the Age Discrimination Act of 1975 (42 U.S.C.6102), Section 504 of the Rehabilitation Act of 1973, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, EPA Civil Rights regulations (40 CFR Part 7), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age, or handicap.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.

2. The contractor shall comply with Section 306 of the Clean Air Act and Section 508 of the Clean Water Act.
3. 2 CFR 180 prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) at www.sam.gov and must require contractors to check the status of subcontractors for contracts expected to equal or exceed \$35,000 (FAR 9.409)
4. All federally funded contracts will comply with the terms of 49 CFR 24, the Uniform Relocation and Real Property Acquisition Policies Act
5. Indiana Code 36-1-12-12, Requires the board to withhold final payment to a contractor until the contractor has paid the subcontractors, material suppliers, laborers, or those furnishing services
6. Indiana Code 36-1-12-13.1, requires performance and payments bonds equal to 100% of the contract price if the cost of the public work is estimated to be more than \$200,000.

Attachment B

Required Contract Provision Related to Davis-Bacon Act and Related Acts (DBRA)

The following provision shall be included in each procurement contract. The SRF Applicant shall remain responsible for compliance with DBRA. 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 provision does not relieve the SRF Applicant from its obligation to comply with DBRA and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority. The State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana shall not be responsible for or limited by any SRF Applicant's use of the following provision.

By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#).

Required Contract Provisions Related to Suspension and Debarment

A provision substantially like the below shall be included in each procurement contract related to the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including Suspension, Debarment, and Other Responsibility Matters). 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 law (including Suspension, Debarment, and Other Responsibility Matters) 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.

Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at www.sam.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility matters."

Required Bid Instruction Related to GPR Components

A provision substantially like the following shall be included with the instructions to Bidders if U.S. EPA Green Project Reserve (GPR) components are included in this Project. The SRF Applicant shall remain responsible for compliance with applicable law. 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 law and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Program, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

U.S. EPA Green Project Reserve Program

Certain portions or components of this Project, which are described in the GPR Bid Breakdown form furnished with the Bid Documents, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program. Bidder shall complete the GPR Bid Breakdown form and submit the completed form with its Bid. This information is required by the Indiana SRF Program and **Bidder's failure to fully and accurately complete the GPR Bid Breakdown form and submit it with its Bid may result in the Bid being rejected as non-responsive.**

Attachment E

GPR BID BREAKDOWN
(To be completed by Consulting Engineer and Bidder)

Specific components of this project, identified below, qualify for the Green Project Reserve (GPR) Incentive Program offered by the Indiana State Revolving Fund (SRF) Loan Program.

Bidder: _____

Community: _____

Project Title: _____

Consulting Engineer shall provide a list of GPR approved project components in the table below.

Bidder shall provide the dollar amount associated with each component, including labor, materials, and equipment.

GPR Component Description (To be completed by Consulting Engineer)	GPR Component Price (To be completed by Bidder)

TOTAL CONSTRUCTION GPR COST: \$ _____

Attachment F

GPR FINAL SUMMARY
(To be completed by Consulting Engineer)

Specific components of this project, identified below, qualify for the Green Project Reserve (GPR) Incentive Program offered by the Indiana State Revolving Fund (SRF) Loan Program.

Engineering Firm: _____

Community: _____

Project Title: _____

Section I Instructions:

Consulting Engineer shall provide a list of GPR approved project components and provide the dollar amount the successful bidder included in its bid for each GPR component. This section should be consistent with the information provided in the GPR Bid Breakdown (Attachment E).

Section II Instructions:

Consulting Engineer shall provide the engineering-related (i.e. planning, design) costs associated with the GPR approved project components.

Section III Instructions:

Consulting engineer shall total both Section I and Section II costs to provide a total project GPR amount.

Section I – Construction GPR

GPR Component Description	GPR Component Price

TOTAL CONSTRUCTION GPR COST: \$ _____

Section II – Engineering GPR

GPR Planning Cost	GPR Design Cost	Total

TOTAL ENGINEERING GPR COST: \$ _____

Section III – Total Project GPR

TOTAL PROJECT GPR COST \$ _____
(CONSTRUCTION GPR + ENGINEERING GPR)

Attachment G

Required Contract Provisions Related to American Iron and Steel

A provision substantially like the below will be included in each procurement contract when such contract involves the procurement of iron and steel to be used in the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). 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 law (including American Iron and Steel) 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 the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as “American Iron and Steel” (and as such is supplemented from time to time by federal rules and guidance) that requires all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project as provided by the Contractor under this Agreement will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the Contractor will provide any further certification or assurance of compliance with this paragraph as may be requested by the Owner or the Authority. 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.

Attachment H

Required Certification from Contractor Related to American Iron and Steel

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves the procurement of iron and steel products to be used in the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). 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 law (including American Iron and Steel) 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 certification.

CERTIFICATION

I _____, of _____
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the _____ related to its _____

(SRF Applicant)

(Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of Section 608 of the Clean Water Act and Section 1452(a)(4)(A) of the Safe Drinking Water Act, commonly known as "American Iron and Steel" provisions as contained therein requiring that all of the iron and steel products used in the Project be produced in the United States ("American Iron and Steel Requirements"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the Project as provided by the Successful Bidder under its agreement related to the Project will be produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the procurement contract will include a provision substantially like Attachment I.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

(Signature)

(Date)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this ____ day of _____, 2025.

My commission expires:

_____, Notary Public
(Printed)

County of Residence:

Attachment I
Certificate of Engineer
Estimated Useful Life of Project
Indiana Clean Water State Revolving Fund Loan Program

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant: _____
 Project: _____
 Design Engineer: _____
 Design Engineer Signature: _____ Date: _____

Category 1 - Treatment			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves & Gates</i>			\$ -
			\$ -
Category 2 - Collection			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Rehab/CIPP</i>			\$ -
<i>Manholes/Structures</i>			\$ -
<i>STEP Tanks</i>			\$ -
			\$ -
Category 3 - Conveyance			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Interceptor Line</i>			\$ -
<i>Force Main</i>			\$ -
<i>Valves</i>			\$ -
			\$ -
Category 4 - Pumps			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Pump Station</i>			\$ -
<i>Grinder Pumps</i>			\$ -
			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Buildings</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Vehicles</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>I&C/SCADA/Electrical</i>			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

Italicized items listed above are suggestions and not meant to be all inclusive.

Microsoft Excel spreadsheet available on SRF website

Revised 4/2025

Attachment I
Certificate of Engineer
Estimated Useful Life of Project
Indiana Drinking Water State Revolving Fund Loan Program

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant:

Project:

Design Engineer:

Design Engineer Signature:

Date:

Category 1 - Source (intake or wells)			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Groundwater/ surface water</i>			\$ -
<i>Purchased water</i>			\$ -
			\$ -
			\$ -
Category 2 - Treatment			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves/Gates</i>			\$ -
			\$ -
Category 3 - Storage			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Storage Facilities</i>			\$ -
			\$ -
			\$ -
Category 4 - Distribution/Transmission			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Pumping</i>			\$ -
<i>Hydrants and Valves</i>			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>Electrical/I&C/SCADA</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Buildings</i>			\$ -
<i>Vehicles</i>			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

Italicized items listed above are suggestions and not meant to be all inclusive.

Microsoft Excel spreadsheet available on SRF website

Revised 4/2025

Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts
For Equivalency Recipients

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the loan recipient for all projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
2. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts when soliciting a replacement subcontractor.
4. The prime contractor must employ the six good faith efforts even if the prime

Attachment J

contractor has achieved its fair share objectives.

5. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.”

Attachment J



**DISADVANTAGED BUSINESS ENTERPRISE (DBE)
GOOD FAITH EFFORTS**

Bidder:	
Community:	
Project Title:	

List the DBEs contacted and complete the following information for each. Copies of all communications to and from each vendor should be attached to this and submitted to SRF for review with the post-bid documentation.

Company Name	Work Specialty	Type of Contact (ad, email, etc.)	Response Received?	Price/Quote

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.

Attachment L

Required Contract Provisions Related to the Build America, Buy America Act (BABA)

A provision substantially like the below will be included in each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). 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 law (including BABA) 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 the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as “Build America, Buy America” that requires all of the iron and steel products, manufactured products, and construction materials, permanently incorporated in the project be produced in the United States (“Build America, Buy America Requirements”) including iron and steel products, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials permanently incorporated in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Authority. 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.

Attachment M

Required Certification from Contractor Related to the Build America Buy America Act (BABA)

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). 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 law (including BABA) 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 certification.

CERTIFICATION

I _____, of _____
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the

_____ related to its _____
(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of 2 CFR 184, commonly known as the "Build American, Buy America Act" requiring that all iron and steel products, manufactured products, and construction materials permanently incorporated in the Project be produced in the United States ("Build America, Buy America"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel products, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the procurement contract will include a provision substantially like Attachment L.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

(Signature)

(Date)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this ____ day of _____.

My commission expires:

_____, Notary Public
(Printed)

County of Residence:
