General Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) Contract Requirements

The following contract requirements and forms are to be included in the construction contract documents. Completed copies of the forms are to be submitted to Ohio EPA – DEFA within one week after bids are received, or sooner dependent on your individual project schedule.

Equal Employment Opportunity (EEO) Requirements

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

Debarment

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

Disadvantaged Business Enterprises (DBE) Utilization

The DBE Specification language and instructions to the bidders and EPA Form 6100-2, EPA Form 6100-3, and EPA Form 6100-4 must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid.

NOTE: If the loan applicant has its own DBE requirements or if other funding programs with potentially competing DBE requirements are participating in the project funding, please contact Ohio EPA – DEFA for specific instructions regarding the DBE requirements.

The following contract requirements are to be included in the construction contract documents, but are not required to be submitted to Ohio EPA – DEFA for Contract Endorsement.

Violating Facilities Clause

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

Small Businesses in Rural Areas (SBRA)

Language encouraging the participation of small businesses in rural areas should be included in the contract documents.

Insurance Provisions

Section 3.5 of the WPCLF Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

Materials Testing

In addition to the details included with specific equipment testing in the specifications, there should be an overall statement regarding testing for the project. Adjust the language as needed to meet the specifics of the construction project.

WPCLF/WSRLA Change Order Form

All change orders for the construction project must be executed on the WPCLF/WSRLA change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. This example language is intended for construction work occurring at an existing WWTP, and must be adjusted to meet the specifics of the construction project.

The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF loan agreement.

Bid Guarantee

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54.

Payment and Performance Bonds

The requirements for a Payment and Performance Bond are covered in ORC 153.54 and Section 3.4 of the WPCLF Loan Agreement.

Payment Retention

The requirement for payment retainage is provided in ORC153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF Loan Agreement, and need to coincide with the specified contract time.

The following are contract provisions to consider, but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling

disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

Basis and Method for Award

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

Payment Methods

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

American Recovery and Reinvestment Act (ARRA) Funding Requirements

The following contract requirements are to be included in the construction contract documents if ARRA funds are used as part or all of the project funding.

Buy American requirements

In accordance with Section 1605 of ARRA, recipients of ARRA financial assistance are required to complete the project facilities using only iron, steel, and manufactured goods produced in the United States unless a waiver is provided to the Borrower by the EPA. EPA's guidance provides instructions for implementing this requirement and requesting a waiver from EPA from the requirements, as well as sample Buy American contract language.

Davis-Bacon wage rate requirements

ARRA Section 1606 applies the provisions of the Davis-Bacon Act to all assistance agreements made in whole or in part with funds appropriated under the ARRA. The contract documents must include language that requires (among other things) contractors and subcontractors to pay wages at rates not less than those prevailing on similar projects within the area as determined by the US Secretary of Labor.

OhioMeansJobs.com job posting requirement

All jobs created with ARRA funds must be posted on the www.ohiomeansjobs.com website and at the closest Ohio Department of Job and Family Services One-Stop location. The contract must include provisions requiring that contractors comply with this requirement. Instructions for the contractors are provided here for reference.

ARRA reporting requirements

Recipients of ARRA financial assistance are required to periodically report on project progress as well as jobs created and/or retained as a result of the ARRA investment. The required information should be reported to the Ohio EPA to both simplify the process and assure that the information which Ohio EPA will in turn report to the USEPA is consistent and complete. While the requirement to report falls to the funding recipient, much of the data to be included in these reports may best be provided by the contractors. Each recipient should develop appropriate

contract language to assist them in collecting and reporting the required information in a timely manner.

ARRA project signage requirements

The ARRA Logo must be displayed on the job site in a manner that informs the public that the project is receiving funding under the American Recovery and Reinvestment Act of 2009. The logo can be combined with other signage provided at the job site. An electronic version of the logo can be found at www.epa.state.oh.us/defa/ARRA_Logo061009.JPG.

Contract Documents Review

Whenever possible, all of the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal council to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A Contract Documents Review checklist is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals

Certain documents must be submitted to Ohio EPA – DEFA within one week after bids are received, or sooner dependent on your individual project schedule. Please look here for a complete list of the required submittals..

NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.

2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state the all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract of with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.

7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vender. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

_____

(Signature) (Date)

_____

(Name and Title of Signer, Please type)

_____

(Firm Name)

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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 agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for 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 of State antitrust statues or commission if 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 (b) of this certification;

(d) Have not within a three period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

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 of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Type Name & Title of Authorized Representative

_____

Signature of Authorized Representative

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

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
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 or a subagreement thereunder for $25,000 or more.

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

Go to www.epls.gov to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where To Submit

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

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

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

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
www.epa.state.oh.us/defa/

DISADVANTAGED BUSINESS ENTERPRISES (DBE) UTILIZATION

USEPA recently adopted a revised program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises. The primary revisions incorporated into the new DBE program include new requirements for DBE certification and maintenance of a DBE bidders list and changes to the reporting procedure.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. The current negotiated goals for construction related activities are 3.0% of all contracts to MBE's and 3.7% of all contracts to WBE's.

DBE Certification

Under the new DBE program, qualified DBE's are those that have been certified as such. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at www.ohioucp.org as well as the ODOT website www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/DBE.aspx. Applications for certification by EPA can be found on EPA's Small Business Programs website at www.epa.gov/osbp/ under DBE Program. Any questions regarding EPA's certification process should be directed to Kimberly Patrick of EPA at 202-566-2605.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African-American, Native American, Hispanic, or Oriental ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian-Pacific or Asian Subcontinent ethnicity.

Program Requirements

To comply with DBE program requirements the Borrower must do the following:

1. Create and maintain a bidder's list
2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects
3. Follow, document, and maintain documentation of good faith efforts to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts
2. Complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid proposal package to the Borrower
3. Provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors
4. Have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 DBE Program Subcontractor Performance Form.

<u>Bidders List</u>

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1 Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Bidders List exemptions are recognized for loan amounts of $250,000 or less in any one fiscal year.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

<u>Required Contract Conditions</u>

The DBE Specification language and instructions to the bidders and EPA Form 6100-2, EPA Form 6100-3, and EPA Form 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA 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 owner.

2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts if soliciting a replacement contractor.
4. The prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

   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.

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged 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 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 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.

DBE Forms

1. The prime contractor must provide EPA Form 6100-2 DBE Program Subcontractor Participation Form to all of its Disadvantaged Business Enterprise subcontractors.

This form gives the DBE subcontractor the opportunity to describe the work the DBE received from the Prime Contractor, how much the DBE was paid and any other concerns the DBE might have. Disadvantaged Business Enterprise subcontractors may send completed Form 6100-2 directly to the Region 5 DBE Coordinator listed below.

Adrianne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

2. The prime contractor must have its Disadvantaged Business Enterprise subcontractors complete EPA Form 6100-3 DBE Program Subcontractor Performance Form. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract it and should be forwarded to the Prime Contractor along with the DBE's quote. The prime contractor must include all completed forms as part of the prime contractor's bid or proposal package to the Borrower.

3. The prime contractor must complete and submit EPA 6100-4 DBE Program Subcontractor Utilization Form as part of the prime contractor's bid proposal package to the Borrower. This form indentifies the Prime Contractor's intended use of an identified DBE and the estimated dollar amount of the subcontract. The Prime Contractor must provide this form to the Borrower. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**CONTRACT NO.**
TELEPHONE NO.	EMAIL ADDRESS
PRIME CONTRACTOR NAME	

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

_____
_____
_____
_____
_____

CONTRACT ITEM NO.	ITEM OF WORK OR DESCRIPTION OF SERVICES RECEIVED FROM THE PRIME CONTRACTOR	AMOUNT SUBCONTRACTOR WAS PAID BY PRIME CONTRACTOR

_____ _____
Subcontractor Signature Title/Date

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No Signature of Prime Contractor Date Print Name Title _____
_____ Signature of Subcontractor Date
_____ _____ Print Name Title

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

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Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

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Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors[1] will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor _____ Date _____

Print Name _____ Title _____

[1]Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

VIOLATING FACILITIES

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

SAMPLE

REQUIREMENT FOR UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS (SBRA)

The following policy should be added to the “Instructions to Bidders” section:

> This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

Also, reference the location of the SBRA policy in the Table of Contents.

If possible, also add the following language to the “Advertisement for Bids”:

> This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRAs).

INSURANCE PROVISIONS

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 7 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Contractor shall not commence Work nor shall he permit any of his Sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.

Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts.

The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract or obtain new policies in accordance with the requirements in this section.

1. *Builders Risk*: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a builders' risk policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.

2. *Workers Compensation*: The Contractor shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

   The Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.
3. *Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance*: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the

SAMPLE

performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:

a. Bodily Injury Liability: $500,000 for each person; limit of $1,000,000 for each occurrence.
b. Property Damage Liability: $500,000 for each occurrence.

4. *Contractor's Public Liability and Property Damage Liability Insurance*: Contractor's Public Liability Insurance providing a limit of not less than $500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of $1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit on not less than $500,000 for all damages to or destruction of property.

   Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.

   Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

5. *Contractor's Protective Public Liability and Property Damage Liability Insurance*: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.

6. *Owner's Protective Public Liability and Property Damage Liability Insurance*: Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.

   This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

7. *Railroad Protective Liability Insurance*: In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and in behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than $2,000,000 for bodily injury, death and/or property damage, subject to an aggregate limit of $6,000,000 per annum. The policy shall name each railroad company as the insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

SAMPLE

TESTING SERVICES

1. Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
2. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer.
3. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Architect/Engineer or the Owner.
4. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
5. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

a. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.

b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

6. Testing does not relieve Contractor to perform Work to contract requirements.
7. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

SAMPLE

State of Ohio

WATER POLLUTION CONTROL LOAN FUND/WATER SUPPLY REVOLVING LOAN ACCOUNT

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

WPCLF LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT NBR DATE

Description of Change:

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

_____
(Company)

Original Contract Amt _____ Previous Changes (+ / -) _____ This Change (+ / -) _____ Adjusted Contract Amt _____	OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract covered by OWDA Project Number _____ Chief Engineer
OHIO EPA ACCEPTANCE Ohio EPA ACCEPTANCE _____ DATE _____	Date Executive Director Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order is to be submitted to Ohio EPA – DEFA for review and confirmation of the acceptability of the change. "Prior to execution" means before the change order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change orders not requiring prior approval as described above must be submitted to the Ohio EPA – DEFA within one (1) month of the time at which they are approved by the Owner.

Change Order Approval Process

After the change order is executed, a minimum of three copies are to be sent to Ohio EPA - DEFA for final review. All three copies must have original signatures. Only one copy of the supporting documentation for the change is to be submitted.

After the Change Order is accepted and WPCLF eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. Ohio EPA - DEFA will retain one copy of the Change Order plus the supporting documentation and send the remaining two copies to the Ohio Water Development Authority (OWDA) for processing.

OWDA will retain one copy of the Change Order and send the remaining copies, signed by both Ohio EPA - DEFA and OWDA, back to the Owner.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the change orders until such time as the Ohio EPA – DEFA's approval of the change orders has been obtained.

All Change Orders, including Prior Approval requests, should be sent to:

Ohio EPA - Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2828
www.epa.state.oh.us/defa/

CONTINUOUS TREATMENT PROVISIONS

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete his Contract.

SAMPLE

LOCAL PROTEST PROCEDURE

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery with in the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

SAMPLE

BASIS AND METHOD FOR AWARD

1. Owner reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

2. In evaluating Bids, Owners shall consider the qualifications of the Bidder, whether or not the Bids comply with the prescribed requirements and alternates and unit prices if requested in the Bid forms. The Owner intends to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.

3. Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principle items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

4. Owner may conduct investigations he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

5. Owner reserves the right to reject the Bid of any Bidder who does not pass investigation of evaluation to Owner's satisfaction. Owner may reject any Proposal where the unit price or individual lump sum prices are unbalanced and/or unfavorable to the Owner's interest.

6. Owner will not make any award or permit any award at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Each Contractor and supplier (over $25,000) shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

7. If Contract is awarded, it will be awarded to the lowest responsive responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the Project.

8. If the contract is awarded, Owner will give the Successful Bidder a Notice of Award within the time stated in the Advertisement after the day of the Bid opening.

9. When owner gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and three copies of all other Contract Documents. Within ten days thereafter, Contractor shall sign and deliver at least three counterparts of the Agreement to Owner with three copies of all other Contract Documents attached. Within fifteen days thereafter, Owner will deliver one copy of all fully signed counterparts to Contractor.

SAMPLE

PAYMENT METHODS

1. At least ten (10) days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Engineer a partial payment estimated filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitable stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the Owner as will establish the Owner's title to the material and equipment and protect his interest therein, including applicable insurance. The Engineer will, with ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the Owner, or return the partial payment estimate to the Contractor indicating in writing his reason for refusing to approve payment.

   In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Owner will, within 30 days of presentation to him of an approved partial payment estimate, pay Contractor for labor performed and material incorporated in the Work, at the rate of 92 percent of the amount of the estimate as approved by the Engineer until 50 percent of the Work is completed. All labor performed and material incorporated in the Work after the job is 50 percent of completed shall be paid for at the rate of 100 percent of the amount of additional labor and material furnished and approved and the amount labor and material furnished and approved the amount previously retained shall be deposited in an escrow account. The funds in the escrow account with accumulated interest are to be paid the Contractor at the same time and in the same manner as specified for payment of the of the retained amount in Section 5.

   Payment for material and equipment delivered and not incorporated shall be based on the scheduled of quantities and cost submitted. Any money due from Owner shall, on the day that it is due, be paid to Contractor, or deposited in an escrow account, whichever is applicable, with one or mare banks or building and loan associations in the state selected by mutual agreement between the Contractor and the Owner. The agreement shall contain the following provisions:

   A. The money shall be deposited in a savings account or the escrow agent shall property invest the entire escrow principal in obligations selected by the escrow agent, as stipulated in the agreement.

   B. The escrow agent shall hold the escrow principal and income until receipt of notice from the Owner and the Contractor, of until receipt of an arbitration order specifying the amount of escrow principal to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall properly pay such amount of principal and the portion of amount of the escrow income to the person indicated.

SAMPLE

C. The escrow agent shall be compensated for its services as agreed to by the Owner and the Contractor from the income from the escrow account.

2. The request for payment may also include an allowance for the cost of such major material and equipment which are suitably stored either at the site or the near the site.

SAMPLE

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

ARRA 09-1

04/28/2009

MEMORANDUM

SUBJECT: Implementation of Buy American provisions of P.L. 111-5, the "American Recovery and Reinvestment Act of 2009"

FROM: James A. Hanlon, Director
Office of Wastewater Management (4201M)

Cynthia C. Dougherty, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 111-5, the "American Recovery and Reinvestment Act of 2009" (ARRA), provides significant levels of funding for States to finance high priority infrastructure projects needed to ensure clean water and safe drinking water. The Act also includes "Buy American" provisions in section 1605 that require Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients of these ARRA funds to use domestic iron, steel and manufactured goods that are produced in the United States.

EPA's foremost expectation is that assistance recipients will use American iron, steel and manufactured goods throughout their ARRA-funded projects. Section 1605 also, however, sets forth certain circumstances under which a federal agency may determine to waive Buy American requirements. In addition, Section 1605 requires the Buy American requirements to be applied consistent with U.S. obligations under international agreements. That means that where a procurement is covered by an international agreement, the Buy American requirement would not be applied to the countries that are subject to the relevant agreement(s). The approach described below explains how EPA will implement these provisions.

The legislative history and Congressional intent expressed in the record for the ARRA make clear that the priority of Congress is to provide capital funding to projects as quickly as possible to create jobs and stimulate both local and national economies. In addition, the ARRA also includes other specific requirements like the Buy American

provision of section 1605 and the requirement that all water infrastructure projects be under contract or under construction by February 17, 2010. EPA's intention in developing the approach described here is to effectively and efficiently implement this full range of ARRA requirements.

Implementation

A waiver may be provided if EPA determines that (1) applying these requirements would be inconsistent with the public interest; (2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent. This requirement has been included as a grant condition in all EPA capitalization grants, and will be a condition in all loan and grant agreements provided by States to local recipients.

On April 23, 2009, the Office of Management and Budget (OMB) issued Interim Final Guidance for several aspects of ARRA, including the Buy American Requirement under Section 1605. The full text of this Guidance is at http://edocket.access.gpo.gov/2009/pdf/E9-9073.pdf. Definitions herein have incorporated the relevant text from the OMB Guidance, and the term and condition specified in the OMB Guidance at 176.140 (page 18454) will be incorporated as an award term of ARRA grants from EPA.

In order to implement the Buy American provisions of the ARRA, EPA has developed an approach to allow for effective and efficient implementation to allow projects to proceed in a timely manner. The framework described below will allow assistance recipients to apply for waivers directly to EPA. Pursuant to the ARRA, EPA has the responsibility to make findings and determinations as to the issuance of waivers to the Buy American provisions.

With regard to the requirement to adhere to U.S. obligations under international agreements, based on discussions with OMB officials and OMB's "Updated Implementation Guidance," this provision only applies to direct procurement by the entities listed in the appendix of OMB's Interim Final Guidance or the Federal government, and does not apply to procurement initiated by local entities (SRF assistance recipients), unless they are listed in the appendix.

Definitions

The following terms are critical to the interpretation and implementation of the Buy American provisions of the ARRA and apply to the process described in this memorandum:

Steel: An alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Production in the United States of the iron or steel used

in the project requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. These requirements do not apply to iron or steel used as components or subcomponents of manufactured goods used in the project. (This and the following definition was drawn from the OMB Guidance of April 3, 2009, at 176.70(a)(2)(ii) and 176.140(a).)

Manufactured Good: "Manufactured good" means a good brought to the construction site for incorporation into the building or work that has been--

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

There is no requirement with regard to the origin of components or subcomponents in manufactured goods, as long as the manufacture of the goods occurs in the United States.

Reasonably Available Quantity: The quantity of iron, steel, or the relevant manufactured good is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron, steel, or the relevant manufactured good as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives ARRA water infrastructure financial assistance is required by section 1605 of the ARRA to use American made iron, steel, and manufactured goods in the construction of its project. However, if it is one of the entities listed in the appendix to Appendix 9 of the OMB Updated Implementing Guidance, it must allow for the use of iron, steel, or manufactured goods from a country covered by a relevant international agreement. If that is not possible, or if the recipient falls under one of the categories below, the recipient may request a waiver. Until a waiver is granted by EPA, the Buy American requirements stand, except as noted above with respect to countries covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the requirements of the ARRA, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron, steel, and manufactured goods. It is essential that the assistance recipient include the ARRA's Buy American terms in any request for proposals or solicitations for bids, and in

all contracts (see Appendix 3 for sample contract language). The assistance recipient may seek a waiver at any point before, during, or after the bid process if one or a combination of three conditions is met:

1. Iron, steel, and manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. Inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or

3. Applying the Buy American requirements of ARRA would be inconsistent with the public interest.

EPA believes that most waivers will likely come forward at two points in a project: first, based on the design where the assistance recipient identifies key materials (iron and steel) or equipment (manufactured goods) that are not produced in sufficient quantities domestically, or, second, after evaluation by prospective bidders and their consultation with suppliers determines that iron, steel, or manufactured goods as required by the design are not produced in sufficient quantities domestically. An assistance recipient could potentially request waivers at either or both points in the project. It is also possible to request a waiver after bids are opened or after construction has initiated. EPA strongly recommends, if a waiver is necessary, initiating the request before construction has initiated.

Consistent with the direction of the OMB Guidance at §176.120, EPA will expect that requests submitted after the signing of the construction contract will include an explanation of why the request was submitted at that late date. Late submissions that are based on the grounds of lack of reasonably foreseeable circumstances that led to the request, where sufficiently documented, will be considered as if timely submitted.

Late requests that are based on grounds that the assistance recipient would be reasonably expected to foresee will, before consideration of the underlying waiver request, be subject to a balancing. This balancing will consider whether the public interest in expeditious construction under ARRA does or does not outweigh the need for full, timely, and good faith compliance with the Buy American provision according to the grounds set forth in ARRA and in applicable federal guidance and information.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron, steel, and manufactured goods needed to complete the project as described in the plans and specifications that may not be available from domestic sources and the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the Regional waiver email address listed in the chart below. Please include all of the information as shown in the checklist in Appendix 1. The Regional office will send a copy to the State contact.

Chart 1

If the assistance recipient is located in…	**Send the waiver request to…**
Region 1: ME, NH, VT, MA, RI, CT	region1waiver@epa.gov
Region 2: NY, NJ, PR, VI	region2waiver@epa.gov
Region 3: PA, MD, DE, VA, WV, DC	region3waiver@epa.gov
Region 4: NC, SC, KY, TN, AL, MS, GA, FL	region4waiver@epa.gov
Region 5: OH, IN, MI, MN, WI, IL	region5waiver@epa.gov
Region 6: TX, OK, AR, LA, NM	region6waiver@epa.gov
Region 7: IA, KS, NE, MO	region7waiver@epa.gov
Region 8: CO, WY, UT, SD, ND, MT	region8waiver@epa.gov
Region 9: CA, NV, AZ, HI, GU, AS, NMT	region9waiver@epa.gov
Region 10: WA, OR, ID, AK	region10waiver@epa.gov

Participation by State Program

Section 1605 does not authorize a formal role for the States in the waiver process. However, any State may at its discretion undertake functions that can make important contributions to advance the speed, efficiency, and effectiveness of the waiver process.

One such potential contribution State SRF programs may offer is an initial screening of waiver requests, to assess the sufficiency of the information provided by the assistance recipient in order to advance or facilitate review by the EPA Region. To assist the State in this assessment, EPA has provided a checklist (Appendix 1) that provides a framework for examining the documentation presented in support of the waiver request.

A key consideration for States in their decision as to how to participate in the waiver process is that EPA envisions a short time frame for this process – no more than 3 business days may elapse from filing of the waiver application to correspondence from the State to the Region. States wishing to participate actively in the assessment of waiver requests should consult closely with the Regional office to ensure this participation is managed within the overall time frame for the process.

Evaluation by EPA Regional Offices

After receiving an application for waiver of the Buy American provisions, the Regional office must use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver. The checklist provides information to Regions with

regard to a waiver on the basis of unavailability of a product or material, or of substantial cost increases.

In the event that the Regional office in consultation with the Office of Regional Counsel (ORC) finds that adequate documentation and justification has been submitted, the Regional Administrator may grant a waiver to the assistance recipient. In any event, the Region should notify the assistance recipient that a waiver request has been approved or denied no later than 2 weeks from the date of receipt of a complete waiver request. Granting such a waiver is a 5-step process:

1. Evaluation – After receiving an application for waiver of the Buy American provisions, the Regional office must use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

2. Coordination – No later than 3 days prior to the submission of a notification of a proposed waiver approval to the Assistant Administrator for the Office of Administration and Resources Management (OARM) for concurrence, the Region must notify the Cross-Agency Coordination Working Group described below that a waiver review is complete, along with a copy of the proposed notification.

3. Concurrence – Prior to approving a project waiver, the Regional Administrator must obtain the concurrence of the Assistant Administrator for OARM, as required by the Administrator's March 31, 2009 delegation of approval authority for exceptions (waivers) to the requirements of ARRA section 1605(a). Please send waivers for concurrence to oarmwaivers@epa.gov.

4. Signature of waiver approval by the Regional Administrator – As soon as the waiver is signed and dated, the Region must notify the State and assistance recipient. This should take place no later than 2 weeks after the receipt of a complete waiver request from an assistance recipient.

5. Publication by Regional office of notification of issuance of waiver in the Federal Register (Appendix 4 contains a draft Federal Register notice).

When notification of the issuance of a waiver is published in the Federal Register, the Regional office should send appropriate information to Headquarters for a link to the Federal Register notice to be posted on EPA's Recovery.gov website.

Cross-Agency Coordination Working Group

EPA will establish a national coordination working group composed of representatives from our Offices in the two SRF programs, and from the Regions. This group will have two principal functions:

1. To provide oversight of the national waiver process through consultation, quality control, and direction as necessary to clarify and resolve policy issues raised on waiver requests.

2. To identify the potential for appropriate national or (U.S. geographical) regional, categorical waivers to be issued based on similar circumstances identified in the detailed justifications for a waiver or waivers. Such categorical waivers may be based on one or a combination of the grounds for a waiver specified in ARRA section 1605(b), as may be appropriate to the detailed justifications available or developed.

Special Circumstances

Under certain special circumstances, EPA may grant a waiver of the Buy American provisions under the authority to waive such provisions if application of such provisions would be inconsistent with the public interest. A determination to grant a waiver of the Buy American provisions based solely on inconsistency with the public interest (as authorized under ARRA section 1605(b)(1)) must be made with EPA Office of Water consultation due to the possible national implications of such a waiver, except in any particular categories of "public interest" cases for which EPA has defined in national information, policy, or guidance the applicable conditions and the specific elements of the individual justification that must be provided. For the Regional office to consider these types of waiver requests, it must find that the conditions defined in the national information, policy, or guidance, and that the elements, in scope and detail, of the information provided to justify the request, are both present as required. If these are both present, the Regional office can then determine whether the justification offered is sufficient, within the terms set forth in the applicable information, policy, or guidance, to grant the waiver. This application will be sent to the same email address as mentioned above in Chart 1, however the requester should indicate in the subject line that the request is for a public interest waiver.

EPA has issued a national "public interest" waiver, signed by Acting Assistant Administrator Michael Shapiro on April 1, 2009, for eligible projects for which a Clean or Drinking Water State Revolving Fund (SRF) has concluded or will conclude an assistance agreement using ARRA funds to refinance a debt incurred on or after October 1, 2008, and before February 17, 2009. The waiver was based on the SRF appropriations provision in ARRA Title VII authorizing refinancing of such debts: "The imposition of ARRA's Buy American requirements on [such] projects .... would in all cases entail time-consuming delay and thus displace the "shovel ready" status of these projects[, and] would frustrate Congress' specific and explicit intent to allow for the use of ARRA funds to refinance those projects through the SRFs, as well as for expeditious construction generally."

National Waivers

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron, steel, or manufactured goods. As stated in the discussion of the "Cross-Agency Coordination Working Group," above, EPA may develop national or (U.S. geographic) regional categorical waivers through the identification by that Working Group of similar circumstances in the detailed justifications presented to one or more Regions in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver. All national waivers will be issued by EPA Headquarters.

Split Funding

Based on their intended use plans many States intend to fund projects with "split" funding, from ARRA and the base SRF program. Based on the ARRA language in section 1605, which requires that American iron, steel, and manufactured goods be used in any project receiving ARRA funding, EPA has concluded that any project that is funded in whole or in part with ARRA funds, must comply with the Buy American provisions. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of ARRA projects into separate and smaller contracts or assistance agreements to avoid Buy American coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in segregable phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for ARRA and base funding would carry separate requirements.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact George Ames, Chief, State Revolving Fund Branch, Municipal Support Division, at (202) 564-0661, or Charles Job, Chief, Infrastructure Branch, Drinking Water Protection Division, at (202) 564-3941.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to ensure that all appropriate and necessary information is submitted to EPA. Please review this checklist carefully and provide all required information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic construction materials/manufactured goods, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost • Waiver request includes the following information: — Price Comparison Worksheet shown in Table 1 — Relevant excerpts from the bid documents used by the contractors to complete the Price Comparison Worksheet — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Table 1: Foreign and Domestic Construction Materials Price Comparison Worksheet

Instructions: To be completed by the prime contractor. In column a), enter all iron, steel, and manufactured goods required to build the project as designed. In column b) enter the cost estimate for each component as supplied by domestic sources. In column c) enter the cost estimate for each component for which waivers are requested, as supplied by foreign sources.

(a) Material	Unit of Measure	Quantity	(b) Price – Domestic Material*	(c) Price – Foreign Material*
			(d) Total Domestic Project Cost:	(e) Total Foreign Project Cost:

*Include all delivery costs to the construction site

Appendix 2: Regional Review Checklist for Waiver Request

Instructions: To be completed by the EPA Regional Office. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic construction material for which the waiver is sought:

1. The iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost • Does the waiver request include the following information? — Price Comparison Worksheet shown in Table 1				
— Relevant excerpts from the bid documents from foreign and domestic sources used to complete the Price Comparison Worksheet				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project Cost indicated in column (d) of the Price Comparison Worksheet exceed the Total Foreign Project Cost indicated in column (e) by more than 25% of the value in column (e)?				
Availability • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron, steel, and manufactured goods for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for construction materials — Project schedule — Relevant excepts from project plans, specifications, and permits indicating the required quantity and quality of construction materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is the Region aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the construction materials				
• Are the available domestic construction materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Table 1: Foreign and Domestic Construction Materials Price Comparison Worksheet

Instructions: To be completed by the prime contractor. In column a), enter all iron, steel, and manufactured goods required to build the project as designed. In column b) enter the cost estimate for each component as supplied by domestic sources. In column c) enter the cost estimate for each construction material/manufactured good for which waivers are requested, as supplied by foreign sources.

(a) Material	Unit of Measure	Quantity	(b) Price – Domestic Material*	(c) Price – Foreign Material*
			(d) Total Domestic Project Cost:	(e) Total Foreign Project Cost:

*Include all delivery costs to the construction site

Appendix 3: Sample Buy American Contract Language

THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT MAY USE ARRA FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THIS CLAUSE INTO A CONTRACT VERIFY THAT IT IS LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the federal American Recovery and Reinvestment Act of 2009 (ARRA) (or are being made available for a project being funded with monies made available by the federal ARRA) and such law contains provisions commonly known as "Buy American;" that requires all of the iron, steel, and manufactured goods used in the project be produced in the United States ("Buy American Requirements") including iron, steel, and manufactured goods provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the Buy American Requirements, (b) all of the iron, steel, and manufactured goods used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American 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 Buy American Requirements, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State 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 State.

Appendix 4: Draft Federal Register Notice

ENVIRONMENTAL PROTECTION AGENCY

Region ___

ACTION: Notice of waiver of Section 1605 (Buy America requirement) of American Recovery and Reinvestment Act of 2009 (ARRA) for _____ under the Section 1605 waiver authority based on the conclusion that [applying these requirements would be inconsistent with the public interest] [iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality] or [inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent] [pick one]

SUMMARY: The EPA is hereby granting a waiver of the Buy America requirements of ARRA Section 1605 under the authority of Section [1605(b)(1) (public interest waiver)] [1605(b)(2) (quantity and quality waiver)] [1605(b)(3) (cost waiver)] [pick one] for _____. This action permits the use of [iron, steel, or manufactured good for which the waiver is provided] in [the project].

EFFECTIVE DATE: _____.

FOR FURTHER INFORMATION CONTACT: , Office of (XXX) XXX-XXXX or , Office of (XXX) XXX-XXXX, Environmental Protection Agency, [address].

SUPPLEMENTARY INFORMATION: In accordance with ARRA Section 1605(c), the EPA hereby provides notice that it is granting a waiver of the requirements of section 1605(a) of P.L. 111-5, Buy America requirements, for [project name and description].

The basis for the nationwide waiver is: [describe the basis, analysis undertaken, and a detailed description of the findings the lead to the decision to grant a waiver]

Authority: P.L. 111-5, section 1605.

Issued on: [date]. _____, Regional Administrator, U.S. Environmental Protection Agency, Region __ [FR Doc. 09-XXXX Filed 3-2X-09] BILLING CODE XXXX-XX-X.

Appendix 5: Sample Certification

FOLLOWING IS A SAMPLE CERTIFICATION THAT AN ASSISTANCE RECIPIENT MAY REQUIRE FROM A CONTRACTOR OR BIDDER. THIS IS ONLY A SAMPLE AND MAY BE USED AT THE DISCRETION OF THE ASSISTANCE RECIPIENT TO ENSURE COMPLIANCE WITH SECTION 1605 OF THE ARRA:

1. Identification of American-made Iron, Steel, and Manufactured Goods: Consistent with the terms of the Purchaser's bid solicitation and the provisions of ARRA Section 1605, the Bidder certifies that this bid reflects the Bidder's best, good faith effort to identify domestic sources of iron, steel, and manufactured goods for every component contained in the bid solicitation where such American-made components are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all components contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Purchaser of the U.S. production of each component so identified.

3. Documentation Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any component or components that are not American-made and are so identified in this bid, the Bidder has included in or attached to this bid one or both of the following, as applicable:

    a. Identification of and citation to a categorical waiver published by the U.S. Environmental Protection Agency in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components;

    b. Verifiable documentation sufficient to the Purchaser, as required in the bid solicitation or otherwise, that the Bidder has sought to secure American-made components but has determined that such components are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the Bidder under the applicable conditions stated in the bid solicitation or otherwise.

4. Information and Detailed Justification Regarding Non- American-made Iron, Steel, or Manufactured Goods: The Bidder certifies that for any such component or components that are not so available, the Bidder has also provided in or attached to this bid information, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-made component or components, that the Bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under section 1605 with respect to such component or components. The Bidder further agrees that, if this bid is accepted, it will assist the Purchaser in amending, supplementing, or further supporting such information as required by the Purchaser to

request and, as applicable, implement the terms of a waiver with respect to any such component or components.

DAVIS-BACON ACT REQUIREMENTS

The successful bidder will be required to conform to all provisions of the federal Davis-Bacon and Related Acts (The Act) which requires that all laborers and mechanics employed by contractors and subcontractors performing on federal contracts (and contractors and subcontractors performing on federally assisted contracts under the related ACTS) in excess of $2,000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area.

SAMPLE

OHIOMEANSJOBS.COM JOB POSTING INSTRUCTIONS

Governor Ted Strickland has required that all jobs created with American Recovery and Reinvestment Act dollars be posted on **OhioMeansJobs.com** and with the closest county department of job and family services One-Stop center.

Employers are responsible for reporting and posting every job created and for reporting positions retained. The U.S. Office of Management and Budget defines jobs or positions created as "those new positions created and filled, or previously existing unfilled positions that are retained as a result of Recovery Act funding." Positions retained are defined as "those previously existing filled positions that are retained as a result of Recovery Act funding." A job cannot be reported as both created and retained. It is not necessary to post an unfilled position if a laid-off worker is being recalled to re-fill that position.

Here are some basic instructions for posting ARRA-funded jobs.

How to Post Job Opportunities on OhioMeansJobs.com

Step 1: Go to www.OhioMeansJobs.com.

Step 2: From the home page, on the left-hand side under "Employers," select the third option, labeled "Quick Job Post."

Step 3: On the "Quick Job Post" screen, fill out the fields under "General Information" and "Contact Information."

Helpful Hints:

- Be sure to read the "Quick Post Terms and Conditions" by clicking on the underlined terms and conditions line in the top blue box.
- Fields denoted in RED are mandatory.
- You must enter start and end dates for how long you would like the position to be posted. The system defaults to a 30-day posting. However, you may post positions for as little as 1 or as long as 90 days.
- In the "Desired Skills/Duties" field, you may cut and paste from other documents.
- To post multiple job openings for the same job description, we suggest that you state the number of openings in the "Job Title" or "Desired Skills/Duties" fields.
- Once you post a job, it is not possible for you to edit it. If you need assistance with a job opportunity after you have posted it, you may contact us at the following e-mail address and phone number:
    - E-mail: omj-help-desk@jfs.ohio.gov
    - Phone: 1-888-296-7541. After calling and selecting your desired language, select Option #2, then Option #1, and finally Option #3 to speak with a customer service representative.

Step 4: Once you have completed entering the required information, scroll to the bottom of the page and click on "Save."

Step 5: On the "Job Post Complete" page, you will receive a job post number and will be given the opportunity to print the page or the job posting. Please record the job post number for later reporting.

Helpful Hints:

- Select the "Print this Page" option. This will enable you to keep track of both your posting and your job post number. You will need this number if you ever need to contact us and for later reporting.
- If you do need to contact us, you may do so at the following e-mail address and phone number:
  - E-mail: omj-help-desk@jfs.ohio.gov
  - Phone: 1-888-296-7541. After calling and selecting your desired language, select Option #2, then Option #1, and finally Option #3 to speak with a customer service representative.
- Your job posting will take a few hours to appear on OhioMeansJobs.com.
- No matter what method you selected under the "Contact Information" section, you can register on OhioMeansJobs.com at any time and use Monster.com tools to search more than 4.5 million resumes, free of charge.

Step 6: From the "Job Post Complete" page, click on the nearest One-Stop location.

Step 7: On the map of Ohio, select the county in which the job opportunity has been posted. You will be given a name and number for the One-Stop Center serving that county. Please call to see whether they have additional posting requirements or if they rely solely on the **OhioMeansJobs.gov** system.

You have now successfully posted your job on OhioMeansJobs.com. Thank you for your cooperation and for your participation in Ohio's recovery.

- - -

In addition to posting jobs on OhioMeansJobs.com and the nearest One Stop, Governor Strickland is encouraging all employers to take advantage of the Work Opportunity Tax Credit (WOTC) as well as to reach out to low-income populations regarding new job opportunities. For those employers interested in either the WOTC and/or establishing a plan to target low-income populations, please find additional information below.

The Work Opportunity Tax Credit (WOTC)

The Work Opportunity Tax Credit Program (http://jfs.ohio.gov/wotc/) is a federal program that provides Ohio employers with a tax credit against their federal tax liability for hiring individuals from 11 target groups of disadvantaged job seekers.

Tax credits range from $1,200 to $2,400 for all WOTC target groups. Employers may receive a maximum credit of up to $9,000 per eligible employee for the Long Term IV-A target group.

Target Groups

1) A member of a family that is receiving or recently received Temporary Assistance to Needy Families (TANF)
2) Veteran
3) Formerly Incarcerated
4) A resident of one of the federally designated Empowerment Zone (EZ), Enterprise Communities (EC) or Renewal Communities (RC), or a Rural Renewal County (RRC) (Crawford, Monroe, Paulding, Seneca and VanWert Counties)
5) Vocational Rehabilitation Referral -An applicant who has a physical or mental disability that results in a substantial handicap to employment
6) Food Stamp Recipient
7) Supplemental Security Income (SSI) Recipient
8) Long Term TANF Recipient
9) Summer Youth -Age 16 but not yet 18 years old on hire date

Two New Target Groups Added Under ARRA:

10) Disconnected Youth - ages 16 to 24, not regularly attending school, not regularly employed and lacking sufficient skills to be employable
11) Unemployed Veteran - received unemployment insurance for not less than 4 weeks during the previous year ending on the hire date.

We advise employers to include the two WOTC Forms (8850 & 9061) in their hiring packets (application papers). Both of which can be downloaded at the following site:

http://jfs.ohio.gov/wotclindex.stm

Reaching out to Low-Income Ohioans

Firms are encouraged to reach out to the county Job and Family Services in their community, as well as their local One Stop, to connect new jobs with low-income Ohioans. Below you will find links to each of the county Job and Families Services as well as Ohio's One Stops.

County Job and Family Services

http://www.jfs.ohio.gov/County/cntydir.stm

Ohio's One Stops

http://jfs.ohio.gov/workforce/jobseekers/onestopmap.stm

ARRA REPORTING

ARRA reports that Borrowers must submit to the Ohio EPA quarterly include:

1. Percent Completion

   This is the percent of the scope of the infrastructure investment that was completed during the calendar quarter for the entire project regardless the amount of ARRA assistance the project received.

2. Jobs Created or Retained

   This is the number of jobs, expressed as full-time equivalents (FTEs), which were created or retained in the United States, the District of Columbia, Commonwealths, Territories and outlying islands per **calendar quarter** for the entire project. Jobs created by the primary contractor's workforce as well as the workforces of subcontractors are to be reported.

3. Employment Impact of Jobs Created or Retained

   Provide a narrative description of the employment impact of work done by created/retained jobs. This narrative is to be cumulative per quarter and must be updated for each calendar quarter and at a minimum, address the impact on both the primary contractor's workforce and the impact on the workforces of subcontractors. At a minimum, the description must include:

   (1) A brief description of the types of jobs created/retained in the United States, the District of Columbia, Commonwealths, Territories and outlying islands. This can be reported in terms of broad labor categories, such as "Wastewater Utility Construction."

   (2) A brief description of the types of jobs created and retained in the United States the United States, the District of Columbia, Commonwealths, Territories and outlying islands. (Ex: Full-time construction positions)

ARRA LOGO

WPCLF/WSRLA CONTRACT DOCUMENTS REVIEW

Funding Applicant:	
Project Name:	**Project Number:**
Date Bid Advertisement will start:	**Date Bids will be opened:**
Engineer's estimate of construction cost:	

Please provide the Section/Page number from the contract documents that corresponds with each item below. Any item checked as "No" must be explained on a separate sheet.

Ohio Revised Code Requirements - The following may be superseded by local charter requirements

☐ Yes ☐ No Bid Guarantee in the form required by ORC 153.54 *Section/Page #*_____
☐ Yes ☐ No Payment and Performance Bonds in the form required by ORC 153.54 *Section/Page #*_____
☐ Yes ☐ No Provisions for payment retention in conformance with ORC 153.12 *Section/Page #*_____
☐ Yes ☐ No A specific time for completion of the work *Section/Page #*_____

American Recovery and Reinvestment Act (ARRA) Funding Requirements – Include the following if ARRA funds are used as part or all of the project funding.

☐ Yes ☐ No Buy American requirements *Section/Page #*_____
☐ Yes ☐ No Davis-Bacon wage rate requirements *Section/Page #*_____
☐ Yes ☐ No OhioMeansJobs.com job posting requirement *Section/Page #*_____
☐ Yes ☐ No ARRA reporting requirements *Section/Page #*_____
☐ Yes ☐ No ARRA project signage requirements *Section/Page #*_____

Program Requirements

☐ Yes ☐ No State prevailing wage rate requirements *Section/Page #*_____
☐ Yes ☐ No EEO Certification *Section/Page #*_____
☐ Yes ☐ No Certification Regarding Debarment & Suspension *Section/Page #*_____
☐ Yes ☐ No Violating Facilities clause *Section/Page #*_____
☐ Yes ☐ No Insurance for both the contractor and all subcontractors: *Section/Page #*_____

- ☐ Yes ☐ No Workers' Compensation
- ☐ Yes ☐ No Public Liability
- ☐ Yes ☐ No Property Damage
- ☐ Yes ☐ No Vehicle Liability
- ☐ Yes ☐ No Flood (if appropriate)
- ☐ Yes ☐ No Builders Risk (can be held by owner instead)

☐ Yes ☐ No Small Business in Rural Areas instructions *Section/Page #*_____
☐ Yes ☐ No WPCLF/WSRLA Change Order form *Section/Page #*_____
☐ Yes ☐ No Instructions to for use of Change Order form *Section/Page #*_____
☐ Yes ☐ No Contract provisions describing DBE requirements *Section/Page #*_____
☐ Yes ☐ No DBE data sheets I, II and III *Section/Page #*_____
☐ Yes ☐ No Overall statement regarding Materials Testing responsibilities *Section/Page #*_____
☐ Yes ☐ No Project-specific continuous treatment provisions *Section/Page #*_____

Other Contract Requirements

☐ Yes ☐ No Text of the bid advertisement *Section/Page #*_____
☐ Yes ☐ No Engineer's estimate of cost for construction *Section/Page #*_____
☐ Yes ☐ No Bid proposal forms *Section/Page #*_____
☐ Yes ☐ No Description of how the bid price, including any alternates, is determined *Section/Page #*_____
☐ Yes ☐ No Notice to Proceed form *Section/Page #*_____

Is any material or equipment designated from a "sole source?" If yes, attach a description and justification for each item.

The following should be considered, but are not required:

☐ Yes ☐ No Local protest procedure *Section/Page #*_____
☐ Yes ☐ No Basis and Method for Award *Section/Page #*_____
☐ Yes ☐ No Payment Methods *Section/Page #*_____

Checklist Prepared by: _____ Phone or E-mail _____

revised June 16, 2009

BID PACKAGE SUBMITTALS

The following documents must be submitted to Ohio EPA – DEFA within one week after bids are received, or sooner dependent on your individual project schedule.

1. One copy of all addenda when they are issued.

2. A complete copy of the successful bidder's proposal(s).

3. A bid tabulation (a list of all bidders and their line item amounts) in the same format as the proposal.

4. The engineer's bid evaluation and recommendation.

5. A signed copy of the Contractor's EEO Certification Form

6. A signed copy of the Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

7. Completed copies of EPA 6100-4 DBE Program Subcontractor Utilization Form that were included as part of the prime contractor's bid proposal.

8. A resolution from the loan recipient's governing body tentatively awarding the contract to the successful bidder.

If American Recovery and Reinvestment Act (ARRA) funding is included in the project, also submit the following:

9. The 9-digit Data Universal Numbering System (DUNS) number or Central Contractor Registration (CCR) plus 4 extended DUNS number for each prime contractor. If a contractor does not have a DUNS or CCR number they will need to register at the Central Contractor Registration web site (www.ccr.gov).

10. The name, mailing address, phone number, and e-mail address of the person responsible for submitting the required quarterly job creation/retention and employment impact reports to Ohio EPA.