



# **SECTION 7**

## **CONTRACT NO. “G-1”**

### **BID FORMS AND BID BONDS**

**BID FORMS INCLUDING  
SUBCONTRACTORS & MANUFACTURERS LIST**

**BID BOND WITH POWER OF ATTORNEY**

**BIDDER'S QUALIFICATIONS STATEMENT**

**RURAL DEVELOPMENT FORMS**

COMPLIANCE STATEMENT – RD 400-6  
NOTICE OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES  
CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS – 1940-Q  
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION – EEO-1  
USDA – CERTIFICATION REGARDING DEBARMENT AND SUSPENSION – AD-1048  
INSTRUCTIONS FOR CERTIFICATION  
USDA – EQUAL OPPORTUNITY AGREEMENT – RD 400-1  
CONTRACTOR'S CERTIFICATE CONCERNING LABOR STANDARDS AND PREVAILING WAGE  
REQUIREMENTS

**Forms presented in this Section 7 must be used. No Substitutes will be allowed.  
An extra set of the above forms will be furnished to each plan holder for preparation  
of bids.**

**All of the above forms must be submitted with bids on each contract.**

**BID FORM****BIG SANDY WATER DISTRICT****CONTRACT NO. "G-1" – WATER BOOSTER PUMP STATION - UPGRADES****BIDDER'S PROPOSAL**

Proposal of \_\_\_\_\_ (hereinafter called "BIDDER"), organized and existing under the laws of the State of \_\_\_\_\_, doing business as (a partnership, or a corporation, or an individual) \_\_\_\_\_, to **Big Sandy Water District** (hereinafter called "OWNER").

In compliance with the Advertisement for Bids, BIDDER hereby proposes to furnish all equipment, materials, and labor for the work required to construct the **Contract No. "G-1" – Water Booster Pump Station – Upgrades** in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

**BID SCHEDULE**

ITEM NO.	ITEM DESCRIPTION	UNIT QUANTITY		UNIT COST	TOTAL COST
1	Proposed Quarry Branch Pump Station Complete	1	EA.		
2	Proposed Fuller Ridge Pump Station Complete	1	EA.		
3	Existing "U.S. 60" Pump Station (Coalton) - Furnish & Install - V.F.D	1	EA.		
4	Existing "The Point" Pump Station - Furnish & Install - V.F.D	1	EA.		
<b>TOTAL ITEMS BID (1 - 4)</b>					

BIDDER agrees to perform all of the Work described in the Specifications and shown on the Plans for the bid price of : \_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$\_\_\_\_\_). Amount shall be shown in both words and figures. The Unit Price shall govern. The Owner will make corrections in extensions and additions to determine the Total Bid Amount for Award.

No bid will be considered unless all **Items 1 thru 4** in the Bid Schedule are priced, and only one contract will be awarded.

The quantities of each item on the bid, as finally ascertained at the close of the contract, will determine the total payments to accrue under the contract.

No bid will be considered unless all items in the Bid Schedule are priced, and only one contract will be awarded.

The bid will be awarded in the aggregate total of the Bid Schedule.

The above price shall include all labor, materials, overhead, profit, insurance, and other costs necessary to cover the finished work of the several kinds called for including incidentals not set out as specific bid items and in accordance with Basis for Payment (Section 01740 of Specifications). The price per foot for pipe installation includes all labor, materials, excavation backfill, clean-up, seeding, testing etc., for a finished product.

By submission of this Bid, the BIDDER certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid, with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 150 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$ 500.00 for each consecutive calendar day thereafter.

Accompanying this Proposal is a certified check or standard Bid Bond in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) in accordance with the Information for Bidders to the OWNER that the amount of the bid security deposited with this Bid fairly and reasonably represents the amount of damages the OWNER will suffer due to the failure of this BIDDER to fulfill his agreements as provided in this Proposal.

BIDDER acknowledges receipt of the following Addenda:

Addenda #1	Dated	Addenda #5	Dated
Addenda #2	Dated	Addenda #6	Dated
Addenda #3	Dated	Addenda #7	Dated
Addenda #4	Dated	Addenda #8	Dated

BIDDER agrees that the OWNER reserves the right to delete the whole or any part of the Project from the Contract.

BIDDER understands that the OWNER reserves the right to reject any or all Bids and to waive any informalities in the Bidding.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of 90 (ninety) calendar days after the actual date of bid opening.

Within ten (10) calendar days after receiving written notice of the acceptance of this Bid by the OWNER, the Bidder will execute and deliver to the OWNER 6 (six) copies of the Agreement and such other required Contract Documents.

BIDDER: \_\_\_\_\_

BY: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

(Seal - If bid is by a corporation)

ADDRESS: \_\_\_\_\_

DATE SIGNED: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

### BRANCH OF WORK

NAME AND ADDRESS OF SUBCONTRACTOR

[illegible]

NAME OF MANUFACTURER

[illegible][illegible]

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**TO CONTRACTORS: THIS FORM MUST BE USED****BID BOND**

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

**BIDDER (Name and Address):**

**SURETY (Name and Address of Principal Place of Business):**

**OWNER (Name and Address):**

**BIG SANDY WATER DISTRICT  
18200 State Route 3  
Catlettsburg, KY 41129**

**BID**

**Bid Due Date:**

**Project (Brief Description Including Location):**

**CONTRACT "G-1" – WATER BOOSTER PUMP STATION - UPGRADES**

**BOND**

**Bond Number:**

**Date (Not later than Bid due date):**

**Penal sum**

\_\_\_\_\_ (Words)

\_\_\_\_\_ (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

**BIDDER****SURETY**

\_\_\_\_\_  
Bidder's Name and Corporate Seal (Seal)

\_\_\_\_\_  
Surety's Name and Corporate Seal (Seal)

By: \_\_\_\_\_  
Signature and Title

By: \_\_\_\_\_  
Signature and Title  
(Attach Power of Attorney)

Attest: \_\_\_\_\_  
Signature and Title

Attest: \_\_\_\_\_  
Signature and Title

**Note: Above addresses are to be used for giving required notice.**

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



### BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the Owner to be submitted as set forth herewith:

1. Name of Firm : \_\_\_\_\_
2. This Firm is Corporation or \_\_\_\_\_ Partnership or \_\_\_\_\_ Proprietorship.
3. A permanent place of business is maintained at:

Street	City	State	Zip Code
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4. The following construction plant and equipment will be made available for use on this contract:

\_\_\_\_\_

5. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

\_\_\_\_\_

6. Experience of Contractor on other similar work:

Total Contract	Client Name & Address	Phone	Reference
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Contract No. \_\_\_\_\_

Type \_\_\_\_\_ \$ \_\_\_\_\_

Contract No. \_\_\_\_\_

Type \_\_\_\_\_ \$ \_\_\_\_\_

Contract No. \_\_\_\_\_

Type \_\_\_\_\_ \$ \_\_\_\_\_

Contract No. \_\_\_\_\_

Type \_\_\_\_\_ \$ \_\_\_\_\_

7. We now have the following jobs under contract and bonded:

Total Contract	Percent Completed	Client Name & Address	Phone	Name of Reference
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Contract No. \$ \_\_\_\_\_

Location \_\_\_\_\_

Contract No. \$ \_\_\_\_\_

Location \_\_\_\_\_

Contract No. \$ \_\_\_\_\_

Location \_\_\_\_\_

Contract No. \$ \_\_\_\_\_

Location \_\_\_\_\_

8. FINANCIAL STATEMENT: SEE ATTACHED BALANCE SHEET

Statement of Assets and Liabilities as of \_\_\_\_\_, 2018.

This Statement should be prepared by applicant, his bookkeeper, or accountant.  
Audit report by CPA or licensed accountant may be required.

#### ASSETS

Cash in Bank  
Cash on Hand

#### LIABILITIES

Notes Payable  
(a) Banks  
(b) Material men  
(c) Other

Accounts Receivable (Including Retentions)

(a) Completed Contracts  
(b) Uncompleted Contracts

Accounts Payable  
Unbilled Job Costs

(a) Sub-Contractors

## (b) Material men

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Other Accounts Receivable

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Marketable Securities

---

Billings in Excess of Job Costs

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Materials in Stock Not  
Included in Items above  
(a) For Jobs underway

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Current Debt  
(Due in 1 Year)  
(a) Equipment

(b) Other

(b) Real Estate

---

Income Tax  
(a) Current

---

Automobiles

---

Sub-Total Current Assets

---

Sub-Total Current Liabilities

---

Notes Receivable

---

Equipment Debt-Over 1 year

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Cash Value Life Insurance

---

Real Estate Debt-Over 1 year

---

Equipment at Book Value

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Real Estate at Book Value

---

(a) Business

---

(b) Homestead

---

(c) Investment

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Automobiles

---

Furniture & Fixtures

---

Capital Stock  
Surplus & Undivided Profits

---

Total Assets

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Total Liabilities

TOTAL ASSETS MUST EQUAL TOTAL LIABILITIES

Respectfully Submitted: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Fax

ATTEST: \_\_\_\_\_

## COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

\_\_\_\_\_  
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. ☐ I have, ☐ have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. ☐ I have, ☐ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, ☐ I have, ☐ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

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

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According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

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

Date \_\_\_\_\_

\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

\_\_\_\_\_  
*Address (including Zip Code)*

FmHA Instruction 1940-Q  
Exhibit A-1CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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(name)

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(date)

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(title)

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(08-21-91) PN 171

**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**  
**FOR**  
**BIG SANDY WATER DISTRICT**  
**CATTLETTSBURG, KENTUCKY**  
**CONTRACT No. "G-1"**  
**WATER BOOSTER PUMP STATION - UPGRADES**  
**PROJECT NO. 15030**

I, \_\_\_\_\_, \_\_\_\_\_,  
(print name) (title)

of \_\_\_\_\_,  
(firm)

hereby certify that my firm is an equal opportunity employer and is in compliance with all applicable local, state, and federal Equal Employment Opportunity laws.

Respectfully submitted,

By: \_\_\_\_\_  
(Signature required)

\_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

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

STATE OF     ]  
                  ]     SS  
COUNTY OF ]

I, the undersigned notary public within and for the state and county aforesaid, do hereby certify that the foregoing instrument of writing was this day produced to me in said state, and county by \_\_\_\_\_, and was acknowledged and delivered by him/her to be his/her act and deed.

WITNESS by my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission expires \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public (signature)

\_\_\_\_\_  
Notary Public (Name typed or printed)



## U.S. DEPARTMENT OF AGRICULTURE

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### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

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

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Organization Name

PR/Award Number or Project Name

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Name(s) and Title(s) of Authorized Representative(s)

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Signature(s)

Date

#### **Instructions for Certification**

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**EQUAL OPPORTUNITY AGREEMENT**

This agreement, dated \_\_\_\_\_ between \_\_\_\_\_

(herein called "Recipient" whether one or more) and United States Department of Agriculture (USDA), pursuant to the rules and regulations of the Secretary of Labor (herein called the 'Secretary') issued under the authority of Executive Order 11246 as amended, witnesseth:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by the USDA to Recipient, Recipient hereby agrees, if the cash cost of construction work performed by Recipient or a construction contract financed with such financial assistance exceeds \$10,000 - unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965.

1. To incorporate or cause to be incorporated into any contract for construction work, or modification thereof, subject to the relevant rules, regulations, and orders of the Secretary or of any prior authority that remain in effect, which is paid for in whole or in part with the aid of such financial assistance, the following "Equal Opportunity Clause":

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

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the USDA setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (c) The contractor 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 by the USDA, advising the said labor union or workers' representative of the contractor's commitments under this agreement and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of all rules, regulations and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, rules, regulations, and orders, or pursuant thereto, and will permit access to his books, records, and accounts by the USDA Civil Rights Office, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or 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 rule, regulation or order of the Secretary of Labor, or as otherwise provided by Law.
- (g) The contractor will include the provisions of paragraph 1 and paragraph (a) through (g) 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 provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the USDA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the USDA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collections is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

2. To be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the organization so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
3. To notify all prospective contractors to file the required 'Compliance Statement', Form RD 400-6, with their bids.
4. Form AD-425, Instructions to Contractors, will accompany the notice of award of the contract. Bid conditions for all nonexempt federal and federally assisted construction contracts require inclusion of the appropriate "Hometown" or "Imposed" plan affirmative action and equal employment opportunity requirements. All bidders must comply with the bid conditions contained in the invitation to be considered responsible bidders and hence eligible for the award.
5. To assist and cooperate actively with USDA and the Secretary in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary, that it will furnish USDA and the Secretary such information such as, but not limited to, Form AD 560, Certification of Nonsegregated Facilities, to submit the Monthly Employment Utilization Report, Form CC-257, as they may require for the supervision of such compliance, and that it will otherwise assist USDA in the discharge of USDA's primary responsibility for securing compliance.
6. To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by USDA or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.
7. That if the recipient fails or refuses to comply with these undertakings, the USDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the organization under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such organization; and refer the case to the Department of Justice for appropriate legal proceedings.

Signed by the Recipient on the date first written above.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Recipient

(CORPORATE SEAL)

\_\_\_\_\_  
Name of Corporate Recipient

Attest:

By \_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**CONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS**

CONTRACTOR'S CERTIFICATION CONCERNING  
LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (Appropriate Recipient):	DATE
C/O	PROJECT NUMBER (if any)
	PROJECT NAME

1. The undersigned, having executed a contract with \_\_\_\_\_ for the construction of the above identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract;
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:

- (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:

- (a) The legal name and the business address of the undersigned are:

- (b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

- (c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

- (d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state)

NAME	ADDRESS	NATURE OF INTENT

- (e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date \_\_\_\_\_ (Contractor)

By: \_\_\_\_\_

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever ..... makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both