

IOWA DEPARTMENT OF NATURAL RESOURCES

CONTRACT NUMBER Contract Number

(Use the following information to create the Contract Number. If this Contract was preceded by a Request for Proposals, Informal Request for Proposals, or Request for Quotes, please use the same number previously generated for that process.)

Contract Numbers shall be generated using the following formula:	26	DIR	XB*	XXXXX	-0001
	Fiscal Year (begin date)	Division (ESD, CRD, DIR)	Bureau	1 st initial and 1 st -4 th of last name	-Contract manager's number series

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

CONTRACTOR NAME

(Include Commission approval date information only if (1) this Contract is required to be approved by a Commission because the Contract amount is over \$25,000 or (2) Commission approval is otherwise required by law.)

This Contract was approved by the Environmental Protection Commission/Natural Resource Commission on Commission Approval Date.

IN WITNESS THEREOF, the parties hereto have entered into this Contract on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Department Signatory, Title (Please consult DNR
Signature Policy.)

CONTRACTOR

By: _____ Date: _____
Contractor Signatory

DNR SERVICE CONTRACT SPECIAL CONDITIONS- FORMAL

This Contract is entered into between the Iowa Department of Natural Resources (DNR) and **Contractor Name** (Contractor). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

- 1.1. Parties.** DNR is authorized to enter into this Contract. DNR's address is: 6200 Park Avenue, Suite 200, Des Moines IA 50321.

Contractor Name, a **Contractor Legal Entity Type*** is organized and registered under the laws of the State of **State of Organization**. The Contractor's address is: **Contractor Address**.

*(*This can typically be found on the State of Organization Secretary of State website. If an entity type (i.e., domestic limited liability company, foreign incorporated company, etc.) is not found, the Contractor is most likely not organized under their state and we must enter into a contract with them as an individual/ "sole proprietor". (A "sole proprietor" is an unincorporated business owned entirely by a single person and operated in that person's personal capacity or under a "doing business as" or "dba" name.)*

In the case of an individual/sole proprietor, please use the following statement: **Contractor Name (dba XXX)**, is an individual and sole proprietor located in the State of **State of Residence**. The Contractor's address is: **Contractor's personal Address**.

- 1.2. Project Managers.** Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any Contract modifications, as follows:

DNR Project Manager: **DNR Project Manager Name, DNR Project Manager Title**
DNR Project Manager Bureau or Division
DNR Project Manager Address
City, Iowa Zip
Phone: DNR Project Manager Phone
Email: DNR Project Manager Email

Contractor Project Manager: **Contractor Project Manager Name, Contractor Project Manager Title**
Contractor Project Manager Address
City, State Zip
Remit to Address: (If different than above)
City, State, Zip
Phone: Contractor Project Manager Phone
Email: Contractor Project Manager Email

Section 2 STATEMENT OF PURPOSE

- 2.1 Purpose.** (This section should contain a brief explanation of why DNR is entering into this Contract, summarizing the Statement of Work.)
- 2.2 Background.** (This section should contain an explanation of the background of the project and how the project fits into DNR's mission. If this is a sole source contract, also state the following in this section: "Contractor was approved as a sole source provider.")
- 2.3 Inconsistencies.** In the case of any inconsistency or conflict between the Terms of this Contract and the following documents, which are all adopted by reference and incorporated herein, the inconsistency or conflict shall be resolved as follows: first, by giving preference to the provisions of this Contract; second by giving preference to Contractor's response to Request for Proposals or Request for Quotes; and third, by giving preference to the DNR's Request for Proposals or Request for Quotes.

Section 3 DURATION OF CONTRACT

- 3.1 Term of Contract.** The term of this Contract is [Contract Start Date](#), through [Contract Expiration Date](#), unless terminated earlier in accordance with the Termination section of this Contract. However, this Contract shall not begin until it has been signed by both parties.
- 3.2 Approval of Contract.** If the amount of compensation to be paid by DNR according to the Terms of this Contract is greater than \$25,000.00, or if commission approval is required by statute or rule, then performance shall not commence unless by [Contract Start Date](#) this Contract has been approved by the [Environmental Protection Commission/Natural Resource Commission](#).
- 3.3 Amendments.** This Contract may be amended only by written mutual consent of the parties. For competitively bid contracts, the DNR has the sole option to amend this Contract for subsequent periods, adding up to no more than six years total from the beginning date of the Original Contract, by executing a signed Amendment prior to the expiration of this Contract.

Section 4 DEFINITIONS

- 4.1 Definitions.** This Contract includes the following definitions:

“**Deliverables**” means all of the goods, products, services, work, work product, items, materials and property to be created, developed, produced, delivered, performed or provided by or on behalf of, or made available through, Contractor (or any agent, contractor or subcontractor of Contractor) in connection with this Contract.

“**Task Milestone Date**” means a deadline for accomplishing a Task required by this Contract.

Section 5 STATEMENT OF WORK

(Use this version when the Statement of Work consists of separate Tasks.)

- 5.1 Statement of Work.** Contractor shall perform the following Tasks by the Task Milestone Dates set out in the following table:

Deliverables	Task Milestone Date
Task 1: Task Name Description: Description	No later than Date
Task 2: Task Name Description: Description	No later than Date
Task 3: Task Name Description: Description (Add additional Tasks as needed.)	No later than Date

(Use this version for Routine Services. Routine Services are when the Statement of Work consists of one or more Tasks to be completed at regular intervals.)

- 5.1 Statement of Work.** Contractor shall perform the following Tasks by the Task Milestone Dates set out in the following table:

Deliverables	Task Milestone Date(s)
Task 1: Task Name Description: Description	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary, i.e. “cleaning office every Wednesday between hours of 5-10pm”)
Task 2: Task Name Description: Description	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary, i.e. “cleaning office every Wednesday between hours of 5-10pm”)

Task 3: Task Name Description: Description (Add additional Tasks as needed.)	This Task shall be completed on a (weekly/monthly/other interval) basis. (Include specific interval timing if necessary, i.e. "cleaning office every Wednesday between hours of 5-10pm")
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(Include this language when the DNR has Tasks to perform that are necessary, in addition to the Tasks that shall be performed by the Contractor, to accomplish the purpose of this Contract. Otherwise, delete this language and the table.)

DNR Responsibilities. The responsibilities of DNR shall be to perform the following Tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Task Name Description: Description	No later than Date
Task 2: Task Name Description: Description	No later than Date
Task 3: Task Name Description: Description (Add additional Tasks as needed.)	No later than Date

5.2 Stop Services. In addition to its other remedies described herein; DNR has the right, at any time during the Contract term, to direct the services of Contractor fully or partially suspended or stopped, if the Deliverables fail to conform to applicable specifications and requirements in this Contract. DNR shall give Contractor written notice of a stop-work directive. DNR shall provide to Contractor the reasons for the stop-work directive.

5.3 Industry Standards. Services rendered pursuant to this Contract shall be performed in a professional and workmanlike manner in accordance with the Terms of this Contract and the standards of performance considered generally acceptable in the relevant industry for similar tasks and projects. In the absence of a detailed specification for the performance of any portion of this Contract, the parties agree that the applicable specification shall be the generally accepted industry standard.

5.4 Non-Exclusive Rights. This Contract is not exclusive. DNR reserves the right to select other contractors to provide services similar or identical to the Statement of Work described in this Contract during the term of this Contract.

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. Contractor shall complete its obligations under this Contract by the Task Milestone Dates set out in Section 5.1.

Failure by Contractor to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein may constitute material breach of this Contract by Contractor and may be grounds for DNR to immediately terminate this Contract for cause.

6.2 Review Meetings. Upon project commencement, the Project Managers shall meet weekly/monthly/quarterly/another interval to discuss progress made by the Contractor during the performance of this Contract. The meetings shall occur, either in person or by telephone or video conference call, at the following times: Meeting Day (Example: every second Monday) at Meeting Time (Example: 3:00-4:00pm). Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. At least one week prior to each scheduled review meeting, the Contractor's Project Manager shall provide the DNR with a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,

- Any problems or concerns encountered since the last meeting, and
- An explanation of any deviations from the financial and hourly expenditures contained in the Contractor's Proposal, if applicable.

At the next scheduled meeting after which any party has identified a problem in writing, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem(s), together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution.

6.4 DNR right to review and observe. DNR has the right to review and observe, at any time, completed work or work in progress. Contractor shall allow the State of Iowa or DNR, without cost, to inspect its facilities, books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Contract.

Section 7 COMPENSATION

7.1 Source of Funding. The authority to enter into this Contract is [Statutory Authority \(where is the authority to spend the money coming from?\)](#). The source of funding for this Contract is [\(where is the money to spend coming from? Federal Grant, General Fund, REAP, etc.\)](#).

7.2 Not-to-exceed total amount of Contract. Payment for the work performed by Contractor according to the terms of this Contract shall not exceed \$[Contract Amount](#). Payment shall be for satisfactory completion of the Statement of Work contained in Section 5, including all applicable Attachments, provided that Contractor has complied with the terms of this Contract.

7.3 Budget.

Task	Amount of compensation allotted to Task	Invoice Due No Later Than
Task 1: Task Name	Not to exceed \$ Amount	Date due* Invoice shall be submitted within 30 days of Task Completion/Milestone Date.
Task 2: Task Name	Not to exceed \$ Amount	Date due* Invoice shall be submitted within 30 days of Task Completion/Milestone Date.
Task 3: Task Name (Add rows for additional Tasks as needed)	Not to exceed \$ Amount	Date due* Invoice shall be submitted within 30 days of Task Completion/Milestone Date.
Total	Not to exceed \$ Total Contract Amount	

*For Routine Services Contracts, use this language in the column entitled "Invoice Due No Later Than": "Contractor shall invoice DNR on a weekly/monthly/other interval basis." (i.e., "Contractor shall invoice DNR on a monthly basis.")

(Include this language when the DNR has Tasks to perform that are necessary, in addition to the Tasks that shall be performed by the Contractor, to accomplish the purpose of this Contract. Otherwise, delete this language and the table.)

The responsibilities of DNR shall be to perform the following Tasks by the Task Milestone Dates set out in the following table:

Obligation	Amount of Monetary or In-kind compensation allotted to Task (specify Monetary or In-kind and amount of each)
Task 1: Task Name	Not to exceed \$ Amount
Task 2: Task Name	Not to exceed \$ Amount
Task 3: Task Name (Add rows for additional Tasks as needed.)	Not to exceed \$ Amount

Obligation	Amount of Monetary or In-kind compensation allotted to Task (specify Monetary or In-kind and amount of each)
Total	Not to exceed \$ Total Contract Amount

- 7.4 Submission of Invoices.** Invoices shall be emailed to DNR according to the due dates established in Section 7.3. Invoices shall contain the following DNR Contract Number: (insert the DNR Contract Number found on the first page of this DNR Service Contract). Each invoice shall itemize the work performed by Task(s) completed and completion date, and/or service period covered pursuant to the Contract. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. Invoices for work performed/tasks completed shall be separated by state fiscal year. No invoice shall request payment for work occurring in more than one state fiscal year. DNR has the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if DNR believes the invoice is inaccurate or incorrect in any way. Original invoices shall be emailed to:

DNR Project Manager Name:

DNR Project Manager Email:

- 7.5 Payment of Invoices.** DNR will pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any services provided by or on behalf of the Contractor under this Contract. Payment will be issued to:

Contractor Name:

Attention: Contractor Project Manager Name

Contractor Address: (make sure this address is the “remit to” address stated in Section 1.2 above)

City, State, Zip:

- 7.6 No advance payment.** No advance payments will be made for any Deliverables provided by Contractor pursuant to this Contract.
- 7.7 Delay of Payment Due to Contractor’s Failure.** If DNR determines that the Contractor has failed to perform or deliver any Deliverable required by this Contract, then the Contractor shall not be entitled to any compensation or any further compensation, if compensation has already occurred, under this Contract until such Deliverable is performed or delivered. DNR shall withhold that portion of the invoice amount which represents payment for the Deliverable that was not completed, delivered and successfully deployed.
- 7.8 Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, DNR may withhold compensation or payments to Contractor, in whole or in part, without penalty to DNR or work stoppage by Contractor, in the event DNR determines that (1) Contractor has failed to perform any of its duties or obligations as set forth in this Contract; or (2) any Deliverable has failed to meet or conform to any applicable contract specification.
- No interest shall accrue or be paid to Contractor on any compensation or other amounts withheld or retained by the DNR under this Contract.
- 7.9 Erroneous Payments and Credits.** Contractor shall promptly re-pay or refund to DNR the full amount of any overpayment or erroneous payment within ten business days after either discovery by Contractor or notification by DNR of the overpayment or erroneous payment.
- 7.10 Set-off Against Sums Owed by Contractor.** In the event that Contractor owes DNR or the State any sum (including any State taxes in arrears) under the terms of this Contract, any other contract, pursuant to a judgment, or

pursuant to any law, DNR may set off such sum against any sum invoiced to DNR by Contractor. This may be done in DNR's sole discretion unless otherwise required by law.

7.11 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Contract separate from the compensation referred to in this section, unless agreed to by both parties in an Amendment to this Contract executed by both parties. Unless otherwise specifically provided for in this Contract, Contractor shall be solely responsible for all of its costs and expenses, including travel, mileage, meals, lodging, equipment, supplies, personnel, training, salaries, benefits, insurance, conferences, long distance telephone, and all other costs and expenses of the Contractor.

7.12 Stop Services. In addition to its other remedies described herein, DNR shall have the right at any time during the Contract term to direct the services of the Contractor fully or partially suspended or stopped, if the Deliverables or services fail to conform to applicable specifications and requirements under this Contract. DNR shall give Contractor the reasons for the stop work directive.

7.13 Final Payment. By accepting final payment or a termination settlement under this Contract, the Contractor releases all claims against DNR arising under, or by virtue of, this Contract, except claims which are specifically exempted by the Contractor. Unless otherwise provided in this Contract, by State law or otherwise expressly agreed to by the parties to the Contract, final payment under a settlement upon termination of this Contract shall not constitute a waiver of DNR's claims against the Contractor, or the Contractor's sureties under this Contract or applicable performance and payment bonds.

Section 8 INSURANCE

8.1. Insurance. (If insurance amounts will be changed or reduced, work with DNR Procurement staff to determine appropriate changes.) Contractor shall obtain insurance as follows:

Type of Insurance	Amount
General Liability Insurance (including contractual liability) written on an occurrence basis	Aggregate \$2,000,000
	Personal Injury \$1,000,000
	Each Occurrence \$1,000,000
Product Liability	Each Occurrence \$1,000,000
Personal Injury	Each Occurrence \$1,000,000
Property Damage Insurance	Each Occurrence \$1,000,000
Professional Liability*	Each Occurrence \$Amount
Workers Compensation and Employer Liability Insurance	As required by Iowa law

*Unless otherwise stated in these DNR Service Contract Special Conditions, the Contractor shall procure and maintain a professional liability insurance policy that is specific to the project that is the subject of this Contract. The insurance shall provide \$Contract Amount in coverage and a three-year extended discovery period following completion of the term of this Contract.

The Contractor shall submit a Certificate of Insurance, which indicates coverage and notice provisions as required by this Contract, to the DNR. The certificates shall be subject to approval by the DNR. The insurer must state in the certificate that no cancellation of the insurance may be made without at least thirty (30) days written notice to the DNR. Approval of the insurance certificates by the DNR shall not relieve the Contractor of any obligation under this Contract.

Section 9 USE OF THIRD PARTIES AND SUBCONTRACTORS

9.1 (Selection either Option 1 or Option 2)

Option 1: The Contractor shall not contract with third parties for the performance of any of the Contractor's obligations under this Contract.

Option 2: The Contractor may contract with third parties for the performance of the Contractor's obligations under this Contract only to the extent specified below:

(Specify subcontracting allowance and requirements as applicable).

(Goes with Option 2) The following Conditions shall apply when contracting with third parties for the performance of any obligations under this Contract:

- 9.1.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the Terms and Conditions of this Contract.
- 9.1.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.
- 9.1.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.
- 9.1.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.
- 9.1.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.
- 9.1.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.
- 9.1.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances, which by the exercise of reasonable diligence, the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.
- 9.1.8 If the contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract the Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 10 DNR SERVICE CONTRACT GENERAL CONDITIONS

- 10.1 The DNR Service Contract General Conditions for this Contract may be found on the DNR website at the following location: <https://www.iowadnr.gov/about/solicitations-construction-bid-lettings>. If there is a conflict between the DNR Service Contract Special Conditions - Formal and the DNR Service Contract General Conditions, the DNR Service Contract Special Conditions - Formal shall prevail.

Section 11 FEDERAL FUNDING CONDITIONS

- 11.1 (Remove this section and mark as reserved if no federal funds will be used to pay for this Contract.) As federal funding is being used for this Contract, the Contractor shall comply with all applicable federal requirements, including but not limited to 2 CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule). See Appendix A, below.

Section 12 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW

- 12.1 **Termination Due to Lack of Funds or Change in Law.** Notwithstanding anything in this Contract to the contrary, DNR shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:
 - 12.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a

federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided,

- 12.1.2** If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or
- 12.1.3** If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
- 12.1.4** If DNR's duties, programs or responsibilities are modified or materially altered; or
- 12.1.5** If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

For DNR use only:

- 1. Retain a copy of the executed Contract, final, signed CRF and final, signed PCQ in the project file.
- 2. Email a copy of the executed Contract to jenny.miller@dnr.iowa.gov (please note the contract # in the subject line).
- 3. For a Capital funded contracts (any cost centers NOT in the 8000 series), please email the executed Contract and final PCQ to kara.bryant@dnr.iowa.gov (please note the contract # in the subject line).
- 4. Email first invoice for payment with final, signed PCQ and executed Contract to budgetandfinance@dnr.iowa.gov.

Appendix A

(Remove if no Federal Funds will be used in this contract.)

(aka Appendix II to 2 CFR Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold (equal to or greater than \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- (D) Reserved.
- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and DNR as the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” DNR as the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) 2 CFR § 200.323 Procurement of recovered materials

- (a) A recipient or subrecipient that is a State agency or agency of a political subdivision of a State and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- (b) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are bio-based, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

(K) 2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.

- (a) DNR as the Recipient or Subrecipient, and Contractors and Subrecipients entering into Contracts or Subrecipient Agreements with DNR, are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the

certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#).

(L) 2 CFR § 200.322 Domestic preferences for procurements

(a) DNR as the recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (3) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).