

BUY AMERICAN CONTRACTOR CERTIFICATION

LOUISIANA DEPARTMENT OF HEALTH AND HOSPITALS • OFFICE OF PUBLIC HEALTH

The Contractor acknowledges to and for the benefit of the (Water System Name) (“Applicant”) and the Louisiana Department of Health and Hospitals’ Drinking Water Revolving Loan Fund (“DWRLF”) that it understands the goods and services under the Executed Contract (“Agreement”) for this project are being funded with monies made available by the DWRLF and are subject to Title IV, Division G of the Consolidated Appropriations Act, 2014, which contains provisions, commonly known as "Buy American Requirements", that mandate all of the iron and steel products used in this project be produced in the United States, including iron and steel products provided by the Contractor pursuant to this project’s Agreement. The Contractor hereby represents and warrants to and for the benefit of the Applicant and the DWRLF that (a) the Contractor has reviewed and understands the Buy American Requirements applicable to this project, (b) all of the iron and steel products to be purchased will be procured according to the Buy American Requirements of the Consolidated Appropriations Act, 2014, and will be produced in the United States in a manner that complies with these Buy American Requirements, unless and where a waiver of those requirements is applicable, approved, and documented, (c) the Contractor is required to submit with every invoice a list of the iron and steel products included in that invoice and supporting documentation that clearly identifies that either these goods were produced in the United States or a waiver applies, and (d) the Contractor will provide any further verified information, certification or assurance of compliance with this certification, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Applicant or the DWRLF. Notwithstanding any other provision of this project’s Agreement, any failure to comply with this certification by the Contractor shall permit the Applicant or DWRLF to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Applicant or the DWRLF resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the DWRLF or any damages owed to the DWRLF by the Applicant). While the Contractor has no direct contractual privity with the DWRLF, which is a lender to the Applicant for the funding of its project, the Applicant and the Contractor agree that the DWRLF is a third-party beneficiary and neither this certification (nor any other provision of this project’s Agreement necessary to give this certification force or effect) shall be amended or waived without the prior written consent of the DWRLF.

BY: _____

DATE: _____

PRINT: _____

TITLE: _____