

**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION**

APPLICATION FOR LOAN GUARANTEE

PART A – Guarantee Request:

Loan Amount \$ _____ Percent of Guarantee Requested _____% Repayment Term _____Yrs.
Proposed Interest Rate (Fixed) _____ %

PART B – Lender Information:

Name: _____ Tax ID Number: _____
Address: _____ Date organized: _____
_____ Zip _____ Phone: _____
Contact Person: _____ Contact's Extension: _____
Fax: _____

PART C – Borrower Information:

Name: _____ Tax ID Number: _____
Address: _____ Date organized: _____
_____ Zip _____ Phone: _____
Contact Person: _____ Contact's Extension: _____
Fax: _____

PART D – Facility Information:

Name: _____ County: _____
Address: _____ Date Established: _____
_____ Zip _____ Phone: _____
Contact Person: _____ Contact's Extension: _____
Fax: _____

PART E – Project Purpose & Funding

	Project Budget	Guaranteed Loan	Owner Funds	Other Funding
(a) Rural Water Supply Project				
(b) Extraordinary Maintenance or Rehabilitation of a Reclamation Project				
(c) Improvements to Associated Infrastructure (specify relationship to Reclamation Project in documentation provided to meet requirement in F.5 below)				

Paperwork Reduction Act: This information is needed by Reclamation to evaluate the creditworthiness of the applicant for a loan guarantee and the extent to which the project proposed for financing meets criteria established in 43 CFR 403. Response to this request is voluntary; however, without this information Reclamation may not accept your application. In accordance with the Act, the reporting burden to the public for this form is estimated to average 5 hours 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. It is estimated that an additional 24 hours will be required on average to gather, complete, and review the attachments required in Part F of this form. In accordance with the Act, Reclamation may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid Office of Management and Budget control number. Direct comments regarding the burden estimate or any other aspect of this form to the Bureau of Reclamation, Policy and Program Services, P.O. Box 25007, Denver, CO 80225, or call 303-445-2780.

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PART F – Attachments

The Lender must attach the following supporting documentation, obtained from the borrower:

1. Current and previous 2 years financial and income statements.
2. Operating budget for current operating cycle.
3. Narrative statement describing borrower's services, scope of operation, and geographical area served, including any proposed management agreements or leases.
4. Financial feasibility analysis and projected budgets, including schedule of all current installment debt.
5. Preliminary project plans and cost estimates, addressing how the project meets criteria in 43 CFR 403
6. Intergovernmental review and State clearinghouse comments or recommendations (when available).
7. Borrower's proposed environmental compliance actions.
8. Record of any pending litigations or regulatory action.
9. Description of all outstanding debts and other financial obligations.
10. Lender's credit evaluation.
11. Proposed loan agreement.
12. Description of security available for the loan.
13. Copies of borrower's documents.
14. Any authorizing resolutions or certificates as required by the borrower's organizing documents.
15. Other documents and information relied upon by the Lender in evaluating the Borrower's initial loan request.

PART G – Signature

LENDER'S CERTIFICATION

Lender hereby certifies that it has reviewed the Lender Certification contained in this application. Lender further certifies that it has completed a comprehensive analysis of the proposal and has determined its loan applicant is eligible, the loan is for authorized purposes, and there is reasonable assurance of repayment based on the loan applicant's history, projections, and demand for the services of the facility. Lender also certifies that it has no undisclosed conflicts of interest.

The signature of lender's representative is the lending institution's agreement to comply with the terms, agreements, and limitations outlined in the Lender Certification and the applicable regulations.

(Date)

Name: _____
By: _____
Title: _____

BORROWER'S CERTIFICATION

The borrower, as a potential recipient of Federal assistance, certifies that its representative has read the General Recipient Certifications contained in this application. The borrower, by its representative's signature, agrees to comply with conditions and requirements for Recipients outlined in the General Recipient Certifications and applicable regulations.

I certify as the borrower's representative that the borrower applying for this loan and its members, or those controlling or controlled by the borrower applying for the loan, do not have any judgments against them by the United States and are not presently delinquent on any non-tax Federal debt. I further certify that information entered in or attached to this application is correct or is a true copy of original documents contained in the borrower's records.

(Date)

Name: _____
By: _____
Title: _____

GENERAL RECIPIENT CERTIFICATIONS

(1) ASSURANCE AGREEMENT (TITLE VI, CIVIL RIGHTS ACT OF 1964)

"Recipient" herein hereby assures Reclamation that Recipient is in compliance with and will continue to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et. seq.). In accordance with that Act and the regulations referred to above, Recipient agrees that in connection with any program or activity for which Recipient receives Federal financial assistance no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination.

- (A) Recipient agrees that any transfer of any aided facility, other than personal property, by sale, lease or other conveyance of contract, shall be, and shall be made expressly, subject to the obligations of this agreement and transferee's assumption thereof.
- (B) Recipient shall:
 - (1) Keep such records and submit to the Government such timely, complete, and accurate information as the Government may determine to be necessary to ascertain compliance with this agreement and the regulations.
 - (2) Permit access by authorized employees of Reclamation during normal business hours to such books, records, accounts and other sources of information and its facilities as may be pertinent to ascertaining such compliance.
 - (3) Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner, as Reclamation finds necessary to inform such persons of the protection assured them against discrimination.
- (C) The obligations of this agreement shall continue:
 - (1) As to any real property, including any structure, acquired or improved with the aid of the Federal financial assistance, so long as such real property is used for the purpose for which the Federal financial assistance is made or for another purpose which affords similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer.
 - (2) As to any personal property acquired or improved with the aid of the Federal financial assistance, so long as Recipient retains ownership or possession of the property.
 - (3) As to any other aided facility or activity, until the last advance of funds under the loan or grant has been made.
- (D) Upon any breach or violation of this agreement the Government may, at its option:
 - (1) Terminate or refuse to render or continue financial assistance for the aid of the property, facility, project, service or activity.
 - (2) Enforce this agreement by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the breach or violation occurs.

Rights and remedies provided for under this agreement shall be cumulative.

(2) EQUAL OPPORTUNITY AGREEMENT (EXECUTIVE ORDER 11246, AS AMENDED)

"Recipient" (whether one or more) and Reclamation, pursuant to the rules and regulations of the Secretary of Labor ("Secretary") issued under the authority of Executive Order 11246, as amended, agree:

In consideration of financial assistance (whether by a loan, grant, loan guaranty, or other form of financial assistance) made or to be made by Reclamation 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 issued pursuant to section 204 of Executive Order 11246 of September 4, 1965.

- (A) 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:

- (1) 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 equally 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 Reclamation setting forth the provisions of this nondiscrimination clause.
- (2) 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.
- (3) 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 Reclamation, advising the said labor union or workers' representative of the contractor's commitments under this agreement as required pursuant to section 202(3) of Executive Order 11246, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

GENERAL RECIPIENT CERTIFICATIONS

- (4) The contractor will comply with all provisions of Executive Order 11246, and of all rules, regulations and relevant orders of the Secretary of Labor and of any prior authority which remain in effect.
 - (5) The contractor shall furnish all information and reports required by Executive Order 11246, rules, regulations, and orders, and will permit access to its books, records, and accounts by Reclamation and the Secretary for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation or order of the Secretary, or as provided by law.
 - (7) The contractor will include the provisions of this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 204 of Executive Order 11246, so that such provisions will be binding upon each such subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order Reclamation may direct as a means of enforcing such provisions, including sanctions for non-compliance: 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 Reclamation, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
- (B) To be bound by the provisions of the Equal Opportunity Clause in construction work performed by Recipient and paid for in whole or in part with the aid of such financial assistance.
 - (C) To assist and cooperate actively with the Contracting Officer and the Secretary in obtaining the compliance of contractors and subcontractors with the Equal Employment Opportunity (Federally Assisted Construction) clause and the rules, regulations, and relevant orders of the Secretary; that it will furnish the Contracting Officer and the Secretary such information as they may require for the supervision of such compliance; and that it will otherwise assist the Contracting Officer in the discharge of his primary responsibility for securing compliance.
 - (D) To refrain from entering into any contract, or extension or other modification of a contract, subject to such Executive Order with a contractor debarred from Government contracts or Federally assisted construction contracts pursuant to part II, subpart D, of such Executive Order or to prior authority; and to carry out such sanctions and penalties for violation of the provisions of the Equal Opportunity Clause as may be imposed upon contractors and subcontractors by Reclamation or the Secretary pursuant to such subpart D.
 - (E) That if Recipient fails or refuses to comply with these undertakings, Reclamation may take any or all of the following actions: cancel, terminate, or suspend said financial assistance in whole or in part; (b) refrain from extending any further assistance under the program involved until satisfactory assurance of future compliance has been received from Recipient; and (c) refer the case to the Department of Justice for appropriate legal proceedings.
- (3) FEDERAL COLLECTION POLICIES FOR CONSUMER OR COMMERCIAL DEBTS
- (A) The Recipient certifies, acknowledges and agrees that any loss claim(s) paid by the Government to the Lender on account of any guarantee made pursuant to this application will be a Federal debt owed to the Government by the Recipient. In such a case, the Government may use all legal collection remedies, including those under the Debt Collection Improvement Act. The Government's right to collect this Federal debt will not be affected by any release provided to the Recipient by the Lender. Lender agrees that any collection by the Government of this Federal debt will not be shared with the Lender.
 - (B) The Federal Government is authorized by law to take any and all actions in the event your loan payments become delinquent or you default on your loan:
 - Report your name and account information to a credit reporting agency.
 - Assess interest and penalty charges for the period of time that payment is not made.
 - Assess charges to cover additional administrative costs incurred by the Government to service your account.
 - Offset amounts to be paid to you under other Federal programs.
 - Refer your account to a private collection agency to collect the amount due.
 - Foreclosure on any security you have given for the loan.
 - Pursue legal action to collect through the courts.
 - Report any written off debt to the Internal Revenue Service as taxable income.
 - Debar or suspend you from doing business with the Federal Government either as a participant or principal throughout the Executive Branch of the Federal Government for a period of debarment or suspension.

GENERAL RECIPIENT CERTIFICATIONS

WARNING

Under the Freedom of Information Act, much of the information you submit may be released if a request is received for it. We must release the information unless you can demonstrate to our satisfaction that release of the information would be likely to produce substantial competitive harm to your business or would constitute a clearly unwarranted invasion of personal privacy.

FEDERAL EQUAL CREDIT OPPORTUNITY ACT STATEMENT

Federal law does not allow discrimination of any kind. You cannot be denied a loan because of your race, color, religion, national origin, sex, sexual orientation, marital status, handicap, or age (if you can legally sign a contract). You cannot be denied a loan because all or part of your income is from a public assistance program. If you believe that you have been discriminated against for any of these reasons, you can write the Bureau of Reclamation, Washington, D.C. 20250. You cannot be denied a loan because you exercised your rights under the Consumer Credit Protection Act. You must have exercised these rights in good faith. The Federal Agency responsible for seeing this law is obeyed is the Federal Trade Commission, Washington, D.C. 20580.

GENERAL LENDER CERTIFICATIONS

LENDER _____

(1) RESTRICTIONS AND DISCLOSURE OF LOBBYING ACTIVITIES

If any funds have been 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 commitment providing for the United States to guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by 43 CFR part 403. Copies of the regulations may be obtained by contacting Reclamation.

(2) CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 43 CFR part 403. Copies of the regulations may be obtained by contacting Reclamation.

The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out on this form. The certification or explanation will be considered in connection with Reclamation's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance is placed when and if Reclamation determines to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause.

The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," and "voluntarily excluded," as used in this clause, have the meanings set out in 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.

The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into a lower tier covered transaction with a person who is debarred, suspended, proposed for debarment, ineligible, or excluded from participation in this covered transaction, unless authorized by Reclamation in writing prior to entering into this transaction.

The prospective primary participant further agrees by submitting this form that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tiered Transactions, provided Reclamation, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 Non-procurement List.

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.

Except for transactions authorized under paragraph 5 of this section, 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, Reclamation may terminate this transaction for cause or default.

(A) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of a 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, or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (3) 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 A.2. of this certification; and
- (4) have not within a three-year period preceding this application or proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(B) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.