

GUIDANCE FOR PROFESSIONAL SERVICES

Florida Department of Environmental Protection
State Revolving Fund Program
Guidance
for

Formally Advertised
Professional Services

Issued October 2026

**Table of Contents for the
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
GUIDANCE FOR PROFESSIONAL SERVICES**

ARTICLE 1 - DEFINITIONS	3
ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT	4
ARTICLE 3 - PROCUREMENT REQUIREMENTS	4
ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES	4
ARTICLE 5 - PROFESSIONAL SERVICES CONTRACT DOCUMENTS AND DETERMINATION OF SRF ELIGIBILITY	5
ARTICLE 6 - INSURANCE.....	5
ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT.....	5
ARTICLE 8 – PROFESSIONAL SERVICES COST BREAKDOWNPROGRESSAND SCHEDULES FOR PAYMENT APPLICATIONS	5
ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE	6
ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES.....	6
ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549).....	6
ARTICLE 12 – EMPLOYEE ELIGIBILITY	7
ARTICLE 13 – ENVIRONMENTAL COMPLIANCE.....	7
ARTICLE 14 – CIVIL RIGHTS LAWS	7
ARTICLE 15 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.....	8
ARTICLE 16 – UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT	8
ARTICLE 17 – SIGNAGE	8
APPENDIX A – CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDANCE FOR PROFESSIONAL SERVICES	9
APPENDIX B – PROJECT SPONSOR’S PROFESSIONAL SERVICES PROCUREMENT CERTIFICATION	10
APPENDIX C – MINORITY AND WOMEN’S BUSINESS ENTERPRISE PARTICIPATION.....	11

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION GUIDANCE FOR PROFESSIONAL SERVICES

The intent of the Florida Department of Environmental Protection (FDEP) Guidance for Professional Services is to outline the requirements of the State Revolving Fund (SRF) for the procurement, eligibility, and payment of professional services to be financed through the program.

ARTICLE 1 - DEFINITIONS

Wherever used in these Supplementary Conditions (except in the appendices to these Supplementary Conditions), the following terms have the meanings indicated, which are applicable to both the singular and plural thereof.

- 1.1 Addendum - A written or graphic instrument that is issued prior to the opening of bids and that clarifies, corrects, or changes the Bidding Documents.
- 1.2 Agreement or Contract - The written agreement between the Owner and the Contractor covering the Work to be performed and furnished; and other Contract Documents are attached to the Agreement/Contract and made a part thereof as provided therein.
- 1.3 Bid - The offer or proposal of a bidder submitted on the prescribed form and setting forth the price(s) for the Work to be performed and furnished.
- 1.4 Bidder - Any person, firm, or corporation that submits a bid directly to the Owner.
- 1.5 Bidding Documents - The Advertisement for Bids or the Invitation to Bid, the Instructions to Bidders or the Information for Bidders, the Bid Form, the proposed Contract Documents, and all addenda.
- 1.6 Change Order - A document that is recommended by the Engineer and signed by the Contractor and the Owner; that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time; and that is issued on or after the Effective Date of the Agreement/Contract.
- 1.7 Contract Documents - The Agreement/Contract; the Contractor's Bid when attached as an exhibit to the Agreement/Contract; the Proof of Insurance, Liability Clauses, and Indemnification; Scope of Work to be performed and furnished; all addenda that pertain to the Contract Documents; and all change orders.
- 1.8 Contract Time - The number of days or the date stated in the Contract Documents for completion of the Work.
- 1.9 Contractor - The person, firm, or corporation with whom or which the Owner enters into the Agreement/Contract.
- 1.10 Effective Date of the Agreement/Contract - The date indicated in the Agreement/Contract on which the Agreement/Contract becomes effective, or if no such date is indicated in the Agreement/Contract, the date on which the Agreement/Contract is signed and delivered by the last of the two parties to sign and deliver the Agreement/Contract.
- 1.11 Engineer - The person, firm, or corporation named as such in the Contract Documents.
- 1.12 Minority Business Enterprise (MBE) - A historically Black college or university or a business that is (a) certified as socially and economically disadvantaged by the Small Business Administration, (b) certified as an MBE by a state or federal agency, or (c) an independent business concern which is at least 51-percent owned and controlled by minority group members. (A minority group member is an individual who is a citizen of the United States and one of the following: [i] Black American; [ii] Hispanic American [with origins from Puerto Rico, Mexico, Cuba, or South or Central America]; [iii] Native American [American Indian, Eskimo, Aleut, or native Hawaiian]; or [iv] Asian-Pacific American with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian Subcontinent[.])
- 1.13 Notice to Proceed - The written notice given by the Owner to the Contractor fixing the date on which the Contract Time will commence to run and on which the Contractor shall start to perform its obligations under the Contract Documents.
- 1.14 Owner - The local government (municipality, county, district, or authority; or any agency thereof; or a combination of two or more of the foregoing acting jointly) with which the Florida Department of Environmental Protection (FDEP) may execute, or has executed, a State Revolving Fund loan agreement and for which the Work is to be provided.

1.15 Project - The total construction or facilities described in a State Revolving Fund loan agreement between the FDEP and the Owner, of which the Work to be provided under the Contract Documents may be the whole or a part.

1.16 Sponsor – The recipient of the State Revolving Fund loan agreement that provides funds for the project.

1.17 Subcontract - A direct contract between a subcontractor and the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.18 Subcontractor - A person, firm, or corporation having a direct contract with the Contractor, or any other subcontractor at any tier, for the furnishing of goods (material and equipment) or the performance of services (including construction) necessary to complete the Work.

1.19 Successful Bidder - The responsive, responsible bidder to whom or which the Owner intends to award the Agreement/Contract.

1.20 Women's Business Enterprise (WBE) - A business that is (a) certified as a WBE by a state or federal agency or (b) an independent business concern which is at least 51-percent owned and controlled/operated by women. (Determination of whether a business is at least 51-percent owned by women shall be made without regard to community property laws [e.g., an otherwise qualified WBE that is 51-percent owned by a married woman in a community property state will not be disqualified because the married woman's husband has a 50-percent interest in the married woman's share of the business; similarly, a business that is 51-percent owned by a married man and 49-percent owned by women will not become a qualified WBE by virtue of the married man's wife having a 50-percent interest in the married man's share of the business].)

1.21 Work - The entire completed professional services or the various separately identifiable parts thereof required to be performed and furnished under the Contract Documents; Work is the result of performing services, furnishing labor, furnishing material and equipment, and incorporating material and equipment into the construction as required by the Contract Documents.

ARTICLE 2 - PRIVACY OF AGREEMENT/CONTRACT

2.1. The Owner expects to finance this Agreement/Contract with assistance from the FDEP, which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency (USEPA). Neither the State of Florida nor the United States (nor any of their departments, agencies, or employees) will be a party to this Agreement/Contract or any lower-tier subcontract.

ARTICLE 3 - PROCUREMENT REQUIREMENTS

3.1. This Agreement/Contract and the Owner's solicitation and award of this Agreement/Contract are subject to requirements contained in Chapter 62-503 (Revolving Loan Program), and/or Chapter 62-552, Florida Administrative Code, as applicable, and the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055.

ARTICLE 4 - RESOLUTION OF PROTESTS AND CLAIMS/DISPUTES

Resolution of Protests Concerning the Owner's Solicitation and/or Award of this Agreement/Contract:

4.1. Protests concerning the Owner's solicitation and/or award of this Agreement/Contract must be filed in writing with the Owner to be considered.

4.2. All timely written protests concerning the Owner's solicitation and/or award of this Agreement/Contract are to be resolved in accordance with the Owner's dispute resolution process. A copy of the ordinance(s), resolution(s), or written policy (policies) that set forth the Owner's dispute resolution process is included elsewhere in the Bidding Documents or is to be made available by the Owner upon request.

4.3. Neither the (FDEP) nor the USEPA will become a party to, or have any role in resolving, protests concerning the Owner's solicitation and/or award of this Agreement/Contract. Protest decisions made by the Owner cannot be appealed to the FDEP or the USEPA.

Resolution of Claims and Disputes Between the Owner and the Contractor:

4.4. Unless otherwise provided in the Contract Documents, all claims and disputes between the Owner and the Contractor arising out of, or relating to, the Contract Documents or the breach thereof are to be decided by arbitration (if the Owner and the Contractor mutually agree) or in a court of competent jurisdiction within the State of Florida.

4.5. Neither the FDEP nor the USEPA will become a party to, or have any role in resolving, claims and disputes between the Owner and the Contractor.

ARTICLE 5 - PROFESSIONAL SERVICES CONTRACT DOCUMENTS AND DETERMINATION OF SRF ELIGIBILITY

5.1. The executed Professional Services Contract, the Professional Services Procurement Certification given in Appendix B, and if a federal cap grant project the Minority and Women's Business Enterprise Participation given in Appendix C must be provided prior to SRF monies being provided for the professional work. Modifications to the Scope of Work to the Professional Services Contract must be done via an executed change order, and this change order must be submitted and provided prior to SRF monies being applied towards the modified Scope of Work

ARTICLE 6 - INSURANCE

6.1. The Owner and/or the Contractor (as required elsewhere in the Contract Documents) shall purchase and maintain, during the period of construction, such liability insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims that may arise out of, or result from, the Contractor's performance and furnishing of the Work (whether the Work is to be performed or furnished by the Contractor or any subcontractor) and the Contractor's other obligations under the Contract Documents. This insurance is to include workers' compensation insurance, comprehensive general liability insurance, comprehensive automobile liability insurance, and contractual liability insurance applicable to the Contractor's indemnification obligations and is to be written for not less than the limits of liability and coverages determined by the Owner or required by law, whichever is greater.

6.2. Before any Work is started, the Contractor shall deliver to the Owner certificates of insurance that the Contractor is required to purchase and maintain in accordance with Paragraphs 6.1 of this Article and other provisions of the Contract Documents, and the Owner shall deliver to the Contractor certificates of insurance that the Owner is required to purchase and maintain in accordance with Paragraphs 6.1 of this Article and other provisions of the Contract Documents.

ARTICLE 7 - AWARD OF AGREEMENT/CONTRACT

7.1. If this Agreement/Contract is awarded, it is to be awarded in accordance to the requirements set forth in the Request for Qualifications associated with the Work. A fixed price (lump sum or unit price or both) agreement/contract is to be used. All bids may be rejected when in the best interest of the Owner. After the contract has been awarded, the Owner shall give the Contractor a notice to proceed fixing the date on which the Contract Time will commence to run.

ARTICLE 8 – PROFESSIONAL SERVICES COST BREAKDOWN PROGRESS AND SCHEDULES FOR PAYMENT APPLICATIONS

8.1. Payments applications that are submitted by the Contractor to the Owner shall include an itemized professional services cost breakdown, progress, and the schedule used for each payment applications

8.1.1. The itemized professional services cost breakdown is to include quantities and prices of items aggregating the Contract Price and is to subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during the Work. Such prices are to include an appropriate amount of overhead and profit applicable to each item of Work.

8.1.2. The progress, is to indicate the Contractor's estimated starting and completion dates for the various stages of the Work and is to show both the projected cost of Work completed and the projected percentage of Work completed versus

Contract Time.

8.1.3. The payment schedule is to show the Contractor's projected payments cumulatively by month.

ARTICLE 9 – FDEP/USEPA ACCESS TO RECORDS AND PROJECT SITE

9.1. Authorized representatives of the Owner, the FDEP, and the USEPA shall have access to, for the purpose of inspection, the Work site(s), any books, documents, papers, and records of the Contractor that are pertinent to this Agreement/Contract at any reasonable time. The Contractor shall retain all books, documents, papers, and records pertinent to this Agreement/Contract for a period of five years after receiving and accepting final payment under this Agreement/Contract.

NOTE: ARTICLE 10 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 10 - DISADVANTAGED BUSINESS ENTERPRISES

If bidders or prospective contractors (including the Contractor) intend to let any lower-tier goods or services (including construction) subcontracts for any portion of the Work, they shall take good faith efforts to assure that MBEs and WBEs are utilized, when possible, as sources of goods and services.

Good faith efforts are to include the following:

10.1.1. Require Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

10.1.2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

10.1.3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

10.1.4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

10.1.5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

10.1.6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs 10.1.1 through 10.1.5 of this section.

10.2. Within ten calendar days after being notified of being the apparent Successful Bidder, the apparent Successful Bidder shall submit to the Owner documentation of the affirmative steps it has taken to utilize Minority and Women's Business Enterprises (MBEs and WBEs) in the Work and documentation of its intended use of MBEs and WBEs in the Work. The Owner shall keep this documentation on file and shall report the progress of the MBEs and/or WBEs via the Contractor's Report of Disadvantaged Business Enterprise Participation given in page 4 of 4 of the State Revolving Fund Disbursement Request Package.

ARTICLE 11 - DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)

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

11.1. The bidder certifies, by submission of this proposal, that neither the bidder nor its principals, nor the bidder's subcontractors nor their principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

11.2. Where the bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

11.3. The bidder also certifies that it and its principals and the bidder's subcontractors and their principals:

11.3.1. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 11.3.1 of this certification; and

11.3.3. Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default. Where the bidder is unable to certify to any of the above, such owner shall attach an explanation to this proposal.

11.3.4. 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.

11.3.5. The bidder shall incorporate the foregoing requirements 11.1 through 11.3 in all subcontracts.

ARTICLE 12 – EMPLOYEE ELIGIBILITY

The Contractor is required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees used by the Contractor under this Contract, pursuant to Section 448.095, F.S. Also, the Contractor shall include in related subcontracts, if authorized under this Contract, a requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify employment eligibility of all employees used by the subcontractor for the performance of the Work. The subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for a period of five years from the SRF execution date of the Final Amendment, and shall allow the Owner; the Department, or its designee; the Chief Financial Officer; or the Auditor General, access to such records upon request. If the Owner or the Department has a good faith belief that a subcontractor knowingly violated §448.095(1), F.S., and notifies the Contractor of such, but the Contractor otherwise complied with this statute, the Contractor shall immediately terminate the contract with the subcontractor.

ARTICLE 13 – ENVIRONMENTAL COMPLIANCE

The Contractor, and all subcontractors at any tier, shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 (Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans).

ARTICLE 14 – CIVIL RIGHTS LAWS

The Contractor, and all subcontractors at any tier, shall comply with the Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Control Act Amendments of 1972 [CWSRF only], Section 504 of the Rehabilitation Act of 1973, and Title VI of the Civil Rights Act of 1964. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, handicap or age.

ARTICLE 15 – PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

The Contractor, and all subcontractors at any tier, shall comply with the Prohibition on Certain Telecom and Video Surveillance Services or Equipment as specified by Section 889 of Public Law 115-232 (National Defense Authorization Act 2019), 2 CFR 200.216, and 2 CFR 200.471. This law and regulations prohibit the expending of funds to procure or obtain; extending or renewing a contract to procure or obtain; or entering into a contract (or extending or renewing a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

ARTICLE 16 – UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT

The Contractor, and all subcontractors at any tier, shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act. This Act establishes a uniform policy for fair and equitable treatment of persons who are displaced from their homes, farms, or businesses to make way for federal or federally assisted projects. It provides basic guidelines for negotiating the acquisition of real property by the federal government. The Act also requires agencies to reimburse individuals for actual and reasonable expenses incident to relocation, such as moving costs, direct loss of tangible personal property associated with moving or discontinuing a business, and expenses involved in searching for a replacement home or business site. Pursuant to the Safe Drinking Water Act Section 1452(a)(2), any land acquired through DWSRF program must be from a willing seller.

NOTE: ARTICLE 17 ONLY APPLIES TO FEDERAL CAP GRANT PROJECTS

ARTICLE 17 – SIGNAGE

The Contractor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at <https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents> as "Guidance for Meeting EPA's Signage Requirements."

**APPENDIX A TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
GUIDANCE FOR PROFESSIONAL SERVICES**

**CERTIFICATION OF COMPLIANCE WITH THE FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION GUIDANCE FOR PROFESSIONAL
SERVICES**

This certification relates to a professional services contract proposed by _____,
(insert the name of the Owner)

which expects to finance the proposed professional services contract with assistance from the Florida Department of Environmental Protection (which administers a State Revolving Fund loan program supported in part with funds directly made available by grants from the United States Environmental Protection Agency). I am the undersigned prospective professional services contractor or subcontractor.

I certify that I have read the Florida Department of Environmental Protection's Guidance for Professional Services and certify compliance with the following articles:

ARTICLE 3 PROCUREMENT REQUIREMENTS
ARTICLE 10 DISADVANTAGED BUSINESS ENTERPRISES – IF A FEDERAL CAP GRANT PROJECT
ARTICLE 11 DEBARMENT AND SUSPENSION (EXECUTIVE ORDER 12549)
ARTICLE 12 EMPLOYEE ELIGIBILITY
ARTICLE 13 ENVIRONMENTAL COMPLIANCE
ARTICLE 14 CIVIL RIGHTS LAWS
ARTICLE 15 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE
SERVICES OR EQUIPMENT

I agree that I will obtain identical certifications from prospective lower-tier professional services subcontractors prior to the award of any lower-tier professional services subcontracts with a price exceeding \$2,000. I also agree that I will retain such certifications in my files.

(Signature of Authorized Official)

(Date)

(Name and Title of Authorized Official [Print or Type])

(Name of Prospective Professional Services Contractor or Subcontractor [Print or Type])

(Address and Telephone Number of Prospective Professional Services Contractor or Subcontractor [Print or Type])

(Employer Identification Number of Prospective Professional Services Contractor or Subcontractor)

**APPENDIX B TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
GUIDANCE FOR PROFESSIONAL SERVICES**

**PROJECT SPONSOR'S PROFESSIONAL SERVICES PROCUREMENT
CERTIFICATION**

The purpose of this procurement certification form is to confirm that the professional services procured by the project sponsor comply with the Consultants' Competitive Negotiation Act (CCNA), Florida Statute 287.055. This form must be submitted prior to placement of the sponsor's project on SRF's Priority List for funding.

Project Sponsor's Name: _____

SRF Project Name: _____

SRF Project Number: _____

Type of Professional Services (select all that apply):

Planning ☐	Design ☐	Services During Construction ☐
Not Procured ☐	Design-Build ☐	Construction Manager at Risk ☐

Name of organization to deliver professional services, if procured.

Description of work to be performed.

Date Procurement Solicited:	Date Service Contract Executed:
Minority Business Enterprise (MBE): ☐	Woman Business Enterprise (WBE): ☐

Based upon information and belief, I hereby certify that the professional services to be delivered and performed, as described above, have been procured or will be procured in compliance with CCNA requirements. For federally funded projects, if applicable, based upon information and belief, affirmative steps have been or will be taken to encourage Minority Business Enterprise/Woman Business Enterprise participation.

Signature of Authorized Representative or Sponsor's Legal Counsel

Typed Name and Title of Authorized Representative or Sponsor's Legal Counsel

Date of Signature

☐ Check box if additional information is attached.

**APPENDIX C TO THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
GUIDANCE FOR PROFESSIONAL SERVICES**

MINORITY AND WOMEN'S BUSINESS ENTERPRISE PARTICIPATION

Project Sponsor: _____

Project Number: _____

Contract Description: _____

Documentation of affirmative steps for Minority and Women's Business Enterprise participation in this contract has been obtained from the procurement selection of

(Firm's Name)

and it has been reviewed to ensure that the bidder has satisfactorily carried out the following affirmative steps:

- 1) Ensure MBEs/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing MBEs/WBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to MBEs/WBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by MBEs/WBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBEs/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by MBEs/WBEs in the competitive process.
- 4) Encourage contracting with a consortium of MBEs/WBEs when a contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance of the Small Business Association and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

(Note: The loan applicant/recipient shall maintain the documentation in the project file and make it available upon request.)

The loan applicant/recipient has made a good faith effort to facilitate Minority and Women's Business Enterprise participation in this contract.

I, the undersigned representative of the loan applicant/recipient, hereby certify that all information provided herein is correct to the best of my knowledge and belief.

(Signature)

(Date)

Typed Name and Title of Authorized Representative (Mayor, City Manager, Commissioner, President, owner, etc.)