



## ENERGY REBOUND PROGRAM APPLICATION

Please enter the following information, save this form as a PDF and email to [wbc.erp@wyo.gov](mailto:wbc.erp@wyo.gov) between 10:00 AM MST on Wednesday, November 18 and 10:00 AM on Monday, November 23. Applications submitted outside those times will not be accepted.

Completing an application does not guarantee funds from the Energy Rebound Program. Applicants receiving an award will be notified by a separate communication.

For more information about the program and FAQ, please visit [wyomingbusiness.org/ERP](http://wyomingbusiness.org/ERP).

### BUSINESS AND CONTACT INFORMATION

1. Business Legal Name
2. EIN Number
3. DBA or Trade Name (if applicable)
4. Was the business established before March 13, 2020?  

Yes	No
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5. How many full time (>30 hours/week) employees, not counting contractors, did the business employ on 3/13/2020?
6. Business Contact Name
7. Business Contact Title



8. Business Contact Email Address

9. Business Contact Phone

10. Business Contact Cell Phone

11. Preparer Name

12. Preparer Title

13. Preparer Email Address

14. Preparer Phone

15. Preparer Cell Phone

16. Business Mailing Address

17. Does the business own and/or operate a producing or idle oil or natural gas well within the state of Wyoming?

Yes

No

18. Does the business have a legal obligation to plug and reclaim an idle or abandoned well?

Yes

No

**WYOMING PROJECTS**

Please fill out the following fields for each project for which funding is requested under the Energy Rebound Program. You may also submit this information in a .xls or .xlsx format. If you choose to do so, please attach the additional document along with this application to your email submission. Please ensure that all fields listed in the table below are included in the attachment. Incomplete or missing information may result in delay in processing and/or lower prioritization of your request. Please note that all certifications, terms and conditions to which you agree by signing this application also apply to any supporting materials submitted, including project data spreadsheets.

API Number	Operator	Current Well Status	Project Type (Completion, Recompletion/Workover OR P&A)	Was the project planned as of March 13, 2020? (Y/N)	In the absence of COVID and health order related economic conditions, could the project have been completed before the date of application? (Y/N)	Estimated date of project start with an Energy Rebound Program conditional stipend	Estimated date of project completion with an Energy Rebound Program conditional stipend	Total estimated cost of project	Estimated amount to be expended on project as of December 30, 2020	Estimated number of Wyoming workers (contract or employee) who will be employed to perform the project	Estimated number of total workers (contract or employee) who will be employed to perform the project	Estimated additional production of oil (bbl) expected to result from project over first 365 days after completion of the project	Estimated additional production of gas (MMCF) expected to result from project over first 365 days after completion of the project



## FEDERAL REPORTING QUESTIONS

This section is for reporting purposes only and will NOT be used in determining priority, eligibility, or grant amounts.

19. How has COVID-19 impacted your business?
  
20. What is the amount of COVID-19 related federal funds that you have applied for as of the date of application? Please include funds you have received including any funds applying for via the Energy Rebound Program.
  
21. What is the amount of COVID-19 related federal funds you have received as of the date of application?
  
22. Do you currently believe you are eligible for any other COVID-19 related federal funds not included in the totals above? If so, how much? (If you don't know the answer to this question; you may also select 'I don't know'.

I don't know.

## CERTIFICATIONS

23. On behalf of the company/business and all owners, I hereby certify the following:
  - a. I have read the statements included in this form;
  - b. I have authority and have been authorized to act on behalf of the Applicant (s);
  - c. All information provided in this application, supporting documents and forms is true and accurate;
  - d. I am only seeking amounts allowed by the Energy Rebound Program;
  - e. I understand that all information submitted under the Energy Rebound Program is subject to Wyoming Public Records Act and may be disclosed;
  - f. I understand that any amounts I receive under the Energy Rebound Program will be available to the public on the Wyoming Auditor's website.
  - g. Applicant is not engaged in any activity that illegal under federal, state, or local law;
  - h. Applicant has fully complied with all applicable State and local public health orders since March 13, 2020;



- i. The funds will only used for the allowed purposes under the Energy Rebound Program, and any use of funds for unauthorized purposes may require a total or partial prepayment of the grant funds;
- j. Funds received under the Energy Rebound Program must be claimed on my next Federal Income Tax filing;
- k. I understand that knowingly making a false statement may result in the Wyoming Business Council requiring total or partial repayment of the grant funds, and may result in other penalties and fines;
- l. I further certify that the information provided in this application and the information provided in all supporting documents and forms is true and accurate in all material respects. I understand that knowingly making a false statement to obtain a grant is punishable under the law, including under 18 USC 1343 by imprisonment of not more than thirty years and/or a fine of up to \$1,000,000 and Wyo. Stat. Ann. 6-3-402 by imprisonment for not more than ten years and/or a fine up to \$10,000.

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**Applicant Signature** Please use "Sign Document" tool on toolbar at top of form.

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Date

#### AWARD TERMS AND CONDITIONS

APPLICANTS MUST COMPLETE AND AGREE TO THIS SECTION TO RECEIVE AN AWARD UNDER THIS PROGRAM

Applicant agrees that any award under Program is subject to the following terms and conditions:

**Payment** - Payment shall be made upon the submission of invoices for eligible expenses. Eligible expenses are those incurred for the payment of goods and/or services for the project incurred or received on or before December 30, 2020. Invoices for eligible expenses must be submitted no later than January 30, 2021. The Council shall make payments on all invoices containing eligible expenses within forty-five (45) days after submission of invoice pursuant to Wyo. Stat. § 16-6-602. Invoices shall provide sufficient detail to ensure that payments may be made in conformance with the Program award.



**Environmental Policy Acts.** Applicant agrees all activities performed with any Program award will comply with the Clean Air Act, the Clean Water Act, the National Environmental Policy Act, and other related provisions of federal environmental protection laws, rules or regulations.

**Human Trafficking.** As required by 22 U.S.C. § 7104(g) and 2 CFR Part 175, this Program Funds may be terminated without penalty if Applicant:

- (i) Engages in severe forms of trafficking in persons during the period of time that the award is in effect
- (ii) Procures a commercial sex act during the period of time that the award is in effect; or
- (iii) Uses forced labor in the performance of the award or subawards under the award.

**Kickbacks.** Applicant certifies and warrants that no gratuities, kickbacks, or contingency fees were paid in connection with any Program Award, nor were any fees, commissions, gifts, or other considerations made contingent upon any Program Award. If Applicant breaches or violates this warranty, Council may, at its discretion, refuse to pay an amount of Program Award without liability to Council, or deduct from Program Award, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874) as supplemented in the Department of Labor Regulations (29 CFR, Part 3). This Act provides that the Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works to give up any part of the compensation to which he or she is otherwise entitled.

**Limitations on Lobbying Activities.** Applicant certifies and agrees that, in accordance with P.L. 101-121, payments made from a federal grant shall not be utilized by Contractor or its subcontractors in connection with lobbying member(s) of Congress, or any federal agency in connection with the award of a federal grant, contract, cooperative agreement, or loan.

**Monitoring Activities.** Council or other contractor or agency as designated by the Governor shall have the right to monitor all activities related to the Program Award that are performed by Applicant or its subcontractors. This shall include, but not be limited to, the right to make site inspections at any time and with reasonable notice; to bring experts and consultants on site to examine or evaluate completed work or work in progress; to examine the books, ledgers, documents, papers, and records pertinent to this Program Award.

**Nondiscrimination.** The Applicant shall comply with the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. § 27-9-105, *et seq.*), the Americans with Disabilities Act (ADA), 42 U.S.C. § 12101, *et seq.*, and the Age Discrimination Act of 1975 and any properly promulgated rules and regulations thereto and shall not discriminate against any individual on the grounds of age, sex, color, race, religion, national origin, or disability in connection with the performance under this Program Award. Federal law requires the Contractor to include all relevant special provisions of this Contract in every subcontract awarded over ten thousand dollars (\$10,000.00) so that such provisions are binding on each subcontractor.

**Suspension and Debarment.** By signing this Applicant and accepting any Program Award, Applicant certifies that neither it nor its principals/agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Program Award suspended, debarred, or voluntarily excluded by any federal department



or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 CFR Part 17, or 2 CFR Part 180, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government. Further, Applicant agrees to notify Council by certified mail should it or any of its principals/agents become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds prior to final payment of any Program Awards.

**Administration of Federal Funds.** Applicant agrees its use of the funds awarded herein is subject to the Uniform Administrative Requirements of 2 C.F.R. Part 200, *et seq.*; the federal CARES Act; any additional requirements set forth by the federal funding agency; all applicable regulations published in the Code of Federal Regulations; and other program guidance as provided to it by Council.

**Copyright License and Patent Rights.** Applicant acknowledges that federal grantor, the State of Wyoming, and Council reserve a royalty-free, nonexclusive, unlimited, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal and state government purposes: (1) the copyright in any work developed under this Program Award and (2) any rights of copyright to which Applicant purchases ownership using funds awarded under this Program Award. Applicant must consult with Council regarding any patent rights that arise from, or are purchased with, funds awarded under this Contract.

**Federal Audit Requirements.** Applicant agrees that if it expends an aggregate amount of seven hundred fifty thousand dollars (\$750,000.00) or more in federal funds during its fiscal year, it must undergo an organization-wide financial and compliance single audit. Applicant agrees to comply with the audit requirements of the U.S. General Accounting Office Government Auditing Standards and Audit Requirements of 2 C.F.R. Part 200, Subpart F. If findings are made which cover any part of this Contract, Applicant shall provide one (1) copy of the audit report to Council and require the release of the audit report by its auditor be held until adjusting entries are disclosed and made to Council's records. [A2]

**Non-Supplanting Certification.** Applicant affirms that federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose. Applicant should be able to document that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds under this Contract.

**Applicable Law, Rules of Construction, and Venue.** The construction, interpretation, and enforcement of this Application and Program Award shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms "hereof," "hereunder," "herein," and words of similar import, are intended to refer to this Application as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this any dispute from the Application or Program award between and the parties. The venue shall be the First Judicial District, Laramie County, Wyoming.

**Assignment Prohibited and Program Award Shall Not be Used as Collateral.** Applicant shall not assign or otherwise transfer any of the rights or delegate any of the duties set out in this Contract without the prior written consent of the Council. The Applicant shall not use the Program Award, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Council.

**Audit and Access to Records.** The Council and its representatives shall have access to any books, documents, papers, electronic data, and records of the Applicant which are pertinent to this Program Award. The Applicant shall immediately, upon receiving written instruction from the Council, provide to any independent auditor or accountant all books, documents, papers, electronic data, and records of the Applicant which are pertinent to the Program Award. The Applicant shall cooperate fully with any such independent auditor or accountant during the entire course of any audit authorized by the Council.



**Compliance with Laws.** Applicant shall keep informed of and comply with all applicable federal, state, and local laws and regulations, and all federal grant requirements and executive orders related to the Program Award.

**Indemnification.** Applicant shall release, indemnify, and hold harmless the State, the Council, and their officers, agents, and employees from any and all claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Applicant's failure to perform any of its duties and obligations hereunder or in connection with the negligent performance of its duties or obligations, including, but not limited to, any claims, suits, liabilities, court awards, damages, costs, attorneys' fees, and expenses arising out of Applicant's negligence or other tortious conduct.

**Notice of Sale or Transfer.** The Applicant shall provide the Council with notice of any sale, transfer, merger, or consolidation of the assets of the Applicant. Such notice shall be provided to the Council, when possible and lawful, in advance of the transaction. If the Council determines that the sale, transfer, merger, or consolidation is not consistent with the continued satisfactory performance of the Applicant's obligations under this Contract, then the Council may, at its discretion, terminate or renegotiate the Contract.

**Insurance Requirements.**

- (i) During the term of this Program Award, Applicant shall obtain and maintain, and ensure that each subcontractor obtains and maintains, each type of insurance coverage specified in Insurance Coverage, below.
- (ii) All policies shall be primary over any insurance or self-insurance program carried by the Applicant or the State of Wyoming. All policies shall include clauses stating that each insurance carrier shall waive all rights of recovery under subrogation or otherwise against Applicant or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.
- (iii) In case of a breach of any provision relating to Insurance Requirements or Insurance Coverage, the Council may, at the Council's option, obtain and maintain, at the expense of the Applicant, such insurance in the name of the Applicant, or subcontractor, as the Council may deem proper and may deduct the cost of obtaining and maintaining such insurance from any sums which may be due or become due to the Applicant under this Contract.
- (iv) All policies required by this Contract shall be issued by an insurance company with an A.M. Best rating of A- VIII or better.
- (v) The Council reserves the right to reject any policy issued by an insurance company that does not meet these requirements.

**Insurance Coverage.** The Applicant shall obtain and maintain the following insurance in accordance with the Insurance Requirements set forth above:

- (i) Commercial General Liability Insurance. Commercial general liability insurance (CGL) coverage, occurrence form, covering liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations, and personal and advertising injury, with minimum limits as follows:
  - (a) \$1,000,000.00 each occurrence;
  - (b) \$1,000,000.00 personal injury and advertising injury;
  - (c) \$2,000,000.00 general aggregate; and
  - (d) \$2,000,000.00 products and completed operations.





The CGL policy shall include coverage for Explosion, Collapse and Underground property damage. This coverage may not be excluded by endorsement.

(ii) Automobile Liability Insurance. Automobile liability insurance covering any auto (including owned, hired, and non-owned) with minimum limits of \$1,000,000.00 each accident combined single limit.

**Sovereign Immunity and Limitations.** Pursuant to Wyo. Stat. § 1-39-104(a), the State of Wyoming and Council expressly reserve sovereign immunity and specifically retain all immunities and defenses available to them as sovereigns. Applicant acknowledge that the State of Wyoming has sovereign immunity and only the Wyoming Legislature has the power to waive sovereign immunity. Nothing in this Application shall be construed as a waiver of sovereign immunity.

**Taxes.** Applicant shall pay all taxes and other such amounts required by federal, state, and local law, including, but not limited to, federal and social security taxes, workers' compensation, unemployment insurance, and sales taxes.

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**Applicant Signature** Please use "Sign Document" tool on toolbar at top of form.

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Date