



October 9, 2024

## REQUEST FOR QUALIFICATIONS

### PREQUALIFICATION OF BIDDERS FOR CITY OF WEST COLUMBIA SCIIP/ASIP PROJECT Mill Village Infrastructure Improvements

*SCIIP Grant #A-23-C205 / ASIP Grant #AP-22-3215-01*

<b>Due Date:</b>	<b>November 12, 2024 by 5pm EST</b>
Deliver /Mail Qualifications To:	City of West Columbia 200 12 <sup>th</sup> Street West Columbia, SC 29169
Contact Information:	Andy Zaengle, PE Director of Engineering & Water Plants 843.791.1880 ext 625 azaengle@westcolumbiasc.gov
Owner:	City of West Columbia 200 12 <sup>th</sup> Street West Columbia, SC 29169

The City of West Columbia (City) reserves the right to reject any and all submissions or any parts thereof and to waive any irregularities or minor informalities in any submission or in the procurement process and to make a contract award in the best interest of the City. The City will not be liable in any way for any costs incurred by any Respondent the preparation of its Pre-Qualification Application nor participation in any discussions.

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program

(SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and the American Rescue Plan Act -Stormwater Improvements Program (ASIP), which is administered by the South Carolina Office of Resilience (SCOR). Both programs are funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF, SCIIP and ASIP requirements will apply to the contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. Respondents on this work will be required to comply with all applicable state and federal regulations.

## 1. INTRODUCTION

The City is issuing this Request for Qualifications (RFQ) to prequalify General Contractors to provide a full range of construction services to support the implementation of the **Mill Village Infrastructure Improvements**. These services will be provided under contract with the City, with SCIIP funding provided by RIA under SCIIP Grant #A-23-C205 for the water line improvements and ASIP funding provided by SCOR under ASIP Grant #AP-22-3215-01 for the stormwater improvements. General Contractors (also referred to as Respondent herein) are invited to submit Qualifications which must address each division of work:

- Division 1 – Roadway Improvements
- Division 2 – Water Line Improvements
- Division 3 – Stormwater Improvements

If a General Contractor intends to utilize a subcontractor to perform any of the divisions of work, the qualifications of that subcontractor must be submitted.

### 1.1. Method of Procurement

Selection of General Contractor(s) for the Project funded by SCIIP Grant #A-23-C205 and SCOR Grant #AP-22-3215-01 will be a two-step process (RFQ followed by Invitation for Bids using the Competitive Sealed Bidding Method). General Contractors will be first be prequalified for the divisions of work described in this section based on the factors outlined in Section 5, SELECTION CRITERIA. Only pre-qualified General Contractors submitting qualifications for each division of work will then be invited to submit a sealed Bid. General Contractors must submit qualifications for all divisions of work described herein. If a subcontractor will be utilized for any division, the General Contractor must provide their qualifications. General Contractors who are not selected under this prequalification will not be invited to submit a Bid. Cost is NOT a factor in the ranking of firms for prequalification.

### 1.2. Project Description

The City is requesting full construction services from Respondents that have experience with successfully implementing complex projects. Such projects should involve improvements associated with multiple infrastructure systems that require effective management of multiple crews/subcontractors working in congested areas and include specific order of construction operations to ensure expedited schedule compliance. Specifically, an expedited schedule requiring the work associated with the project to be completed within a period of 15 months will be required, with Division 2 & 3 being completed first. The following scopes of work for each division of this project are provided below:

**Division 1 – Roadway Improvements:**

The Mill Village Infrastructure Improvements Project includes approximately two miles of streetscaping activities such as the milling and overlaying of existing pavement, full-depth patching of existing pavement, full-depth pavement widening, replacement or addition of sidewalk, removal and replacement of curb and gutter, pouring of concrete driveways, striping and adding on-street parking and the construction of raised concrete speed tables.

**Division 2 – Water Line Improvements:**

The Mill Village Infrastructure Improvements Project includes the construction of approximately 5,800 linear feet of 12-inch water mains, 4,200 linear feet of 6-inch water mains, and 2,600-linear feet of 2-inch water mains. These will be comprised of both PVC and DIP mains. Additionally, this project includes the replacement of approximately 145 water services and the addition of 20 fire hydrant assemblies.

**Division 3 - Stormwater Improvements:**

The Mill Village Infrastructure Improvements Project includes the demolition and removal of existing stormwater infrastructure in the Mill Village neighborhood. Work includes construction of approximately 3,600 linear feet of storm drainage pipe, and 50 storm drainage structures throughout the neighborhood. Stormwater scope also includes pervious sidewalks and subdrainage, and a bioretention area within the public right of way.

**1.3. Project Schedule**

The estimated project schedule is as follows:

Invitation to Bid	December 13, 2024
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Notice of Award	January 24, 2025
Construction Notice to Proceed	February 14, 2025
Completion of Construction	February 27, 2026

## 2. REQUEST FOR QUALIFICATIONS (RFQ) PROCESS AND POLICIES

### 2.1. Submittal of Statements of Qualifications

The City is hereby issuing this Request for Qualifications (RFQ) to South Carolina licensed General Contractors that have the capability and interest in undertaking and performing the scope of work described in this RFQ. The RFQ will be publicly advertised in the South Carolina Business Opportunities (SCBO) and in accordance with the SCIIP/SCOR procurement guidelines.

The OFFICIAL CONTACT for this solicitation on behalf of the City is:

**Andy Zaengle, PE**  
**Director of Engineering & Water Plants**  
**200 12th Street**  
**West Columbia, SC 29169**

Each General Contractor responding to this solicitation is officially a RESPONDENT. Each respondent must submit its statement of qualifications in a sealed package no later than 5:00 PM EST on November 12, 2024, to the City at the address above. Statements of qualifications may be submitted in person, by messenger, or by regular mail. All submissions will be logged in and date and time stamped. **Any qualifications package that is received after the date and time specified will be logged and date and time stamped as "late" and returned unopened to the respondent.**

### 2.2. Proposed Procurement Timeline

Release date for RFQ	October 9, 2024
Final Date to Submit Written Questions/Clarifications	November 1, 2024, 5:00pm
Final Addenda Posted	November 6, 2024, 5:00pm
RFQ Closing Date	November 12, 2024, 5:00pm

Completion of Selection Committee Review & Recommendations	November 29, 2024, estimated
Prequalified Contractors - Invitation to Bid	December 13, 2024, estimated

**2.3. Labeling of Submissions**

All submissions must be submitted in a sealed envelope or package plainly marked "City of West Columbia RFQ, SCIIP Grant #A-23-C205 / ASIP Grant #AP-22-3215-01, Mill Village Infrastructure Improvements" with the name and address of the respondent in the upper left-hand corner. No responsibility will attach to the City, its engineers, or any official or employee thereof, for the pre-opening, post opening, or failure to open a submission not properly addressed and identified.

**2.4. Proprietary/Confidential Information**

All materials and written qualifications submitted pursuant to this RFQ shall become the property of the City and will not be returned. All respondents must visibly mark as "CONFIDENTIAL" each part of their submission that they consider to contain proprietary information the release of which would constitute an unreasonable invasion of privacy. All unmarked pages will be subject to release in accordance with law. Marked pages will not be disclosed if they are deemed to meet the requirements under the South Carolina Freedom of Information Act, S.C. Code Section 30-4-10, *et seq.* Respondents should be prepared, upon request, to provide justification of why such materials should not be disclosed in accordance with the South Carolina Freedom of Information Act.

**2.5. Questions/Requests for Clarification**

All questions and/or requests for clarification regarding this RFQ should be provided in writing to [azaengle@westcolumbiasc.gov](mailto:azaengle@westcolumbiasc.gov) no later than 5:00 PM EDT on November 1, 2024, and reference **City of West Columbia RFQ, SCIIP Grant #A-23-C205 / ASIP Grant #AP-22-3215-01, Mill Village Infrastructure Improvements**. All questions submitted and their answers will be posted on the city website (<https://westcolumbiasc.gov/procurement-bid-opportunities/>) as well as South Carolina Business Opportunities as an addendum to this RFQ. No telephone inquiries will be accepted.

**2.6. Addenda**

If it becomes necessary to revise any part of this RFQ, a written addendum will be issued. All addenda issued by the City will become part of the official RFQ and will be posted on the city website (<https://westcolumbiasc.gov/procurement-bid-opportunities/>). The final addenda will be posted no later than November 6, 2024. Receipt of all addenda must be acknowledged in the response to this

RFQ.

## **2.7. Contact Policy**

No direct or indirect contact regarding this solicitation may be made with any representatives of the City other than the official contact identified in this RFQ. If such contact is made, the City reserves the right to reject a submission by that respondent. All questions and/or requests for clarification must be provided in accordance with Section 2.5 of the RFQ. This contact policy applies to site visits and requests for technical information. Any technical information needed from the City to prepare a submission should be coordinated through the Questions/Requests for Clarification process outlined in Section 2.5.

## **2.8. Acceptance and Rejection of Submissions**

Any submissions that do not conform to the essential requirements of the RFQ shall be rejected. The City reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. The City also reserves the right to accept or reject any or all submissions received in response to this RFQ. The City is not obligated to enter into any contract on the basis of any submittal in response to this RFQ. The City reserves the right to request additional information from any General Contractor submitting under this RFQ if such information is necessary to clarify the submission.

## **2.9. Cancellation/Rejection**

The City may cancel this RFQ in whole or in part at any time if it is determined to be in the best interest of the City. The City may reject any or all submissions in whole or in part if it is determined to be in the best interest of the City.

## **2.10. Conflict of Interest**

Respondents shall promptly notify the City in writing of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the respondent's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest, or circumstance, the nature of work that such a person may undertake and request an opinion of the City as to whether the association, interest, or circumstance would, in the opinion of the City, constitute a conflict of interest. By responding to this solicitation, the respondent certifies that it has no conflict of interest

with any employee, agent, elected official or officer of the City or any other conflict as may be set forth herein.

### **2.11. Collusion**

More than one submission from an individual, firm partnership, corporation, association or related parties under the same or different names will not be considered. If the City believes that collusion exists among respondents, all submissions from the suspected firms will be rejected. "Related Parties" means respondents or the principals thereof, which have a direct or indirect ownership or profit-sharing interest in another respondent.

Respondents shall comply with all local, state, and federal directives, orders, and laws applicable to this RFQ and any resulting contract.

By responding to this RFQ, respondents certify that the response is made without previous understanding, agreement, or connection with any person, firm or corporation making a submission for the same item, and they certify the knowledge that this would constitute an illegal action.

### **2.12. South Carolina Infrastructure Investment Program (SCIIP) and American Rescue Plan Act – Stormwater Improvements Program (ASIP) Requirements**

This project is being funded in whole or in part by the South Carolina Infrastructure Investment Program (SCIIP), which is administered by the South Carolina Rural Infrastructure Authority (RIA) and the American Rescue Plan Act - Stormwater Improvements Program (ASIP), which is administered by the South Carolina Office of Resilience (SCOR). Both programs are funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF, SCIIP and ASIP requirements will apply to the entirety of contract. All contractors and subcontractors are required to be registered in the federal System for Award Management (SAM) and may not be debarred from doing business with the federal government. The successful respondent will be required to comply with all applicable federal regulations, including those outlined in the SCIIP Project Management Procedures, pages 43-46 ([https://ria.sc.gov/wp-content/uploads/2024/07/SCIIP\\_PMP\\_July2024.pdf](https://ria.sc.gov/wp-content/uploads/2024/07/SCIIP_PMP_July2024.pdf)) and the ASIP Subrecipient Grant Manual, pages 47-52

[https://scor.sc.gov/sites/scor/files/Documents/Mitigation/ASIP%20Subrecipient%20P%26P%20Manual%20March\\_2024.pdf](https://scor.sc.gov/sites/scor/files/Documents/Mitigation/ASIP%20Subrecipient%20P%26P%20Manual%20March_2024.pdf)). These federal provisions are outlined in the RFQ Attachments.

## **3. STATEMENT OF QUALIFICATIONS CONTENTS**

Respondents interested in providing the services outlined in this RFQ must prepare and submit a statement of qualifications that must not be more than the equivalent of sixty (60) single sided 8 ½ by 11-inch pages in length (not counting the front and back covers, section dividers that contain no information, and any required forms). The submission must include the following, in the order listed:

### **3.1. Cover Letter**

The response should contain a cover letter signed by a person who is authorized to commit the respondent to perform the work described in this RFQ and should identify all major subcontractors (greater than 10% of the planned work). If a subcontractor will be utilized to perform a division of work in its entirety, that should be identified in the cover letter along with the name of the subcontractor. For subcontractors performing an entire division of work, the information as outlined in Sections 3.2 -3.5 should be provided in the statement of qualifications. Indicate any exceptions to the City's Procurement Code ([https://codelibrary.amlegal.com/codes/westcolumbia/latest/wcolumbia\\_sc/0-0-0-323](https://codelibrary.amlegal.com/codes/westcolumbia/latest/wcolumbia_sc/0-0-0-323)).

### **3.2. Qualifications**

Provide relevant information about the company/companies to include the following:

- Firm name, address, years in business, and Principal(s)
- Organization/company overview as it relates to the requirements of the RFQ.
- Organization/company overview of all major subcontractors as it relates to the requirements of the RFQ.
- Number of years the firm has been providing the requested services with a brief description of recently performed projects that indicate the past performance and abilities of the proposed team for all divisions of work. More detail on specific projects should be included in the Relevant Experience section. The Respondent and/or its subcontractors performing a division of work must have operated under the current corporate name for the last five (5) years.
- Documentation that the Respondent currently has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount.
- Documentation that the Respondent and/or its subcontractors have access to adequate equipment to construct the project.
- Documentation that the Respondent and/or its subcontractors have an adequate number of qualified personnel capable of executing all contract phases and divisions of work for which the Respondent and/or its subcontractors is submitting qualifications.

- Documentation that the Respondent and/or its subcontractors have not defaulted on a project or failed to complete a project within the last ten (10) years.
- Documentation that the Respondent and/or its subcontractors have not filed for bankruptcy nor been judged bankrupt at any time over the last nine (9) years.
- Documentation that the Respondent is a Licensed General Contractor in the State of South Carolina in good standing (provide copy of licenses with number for verification). For subcontractors, the Respondent must provide the appropriate South Carolina licensure information for the work they will be performing. For Division 2 – Water Line Improvements, a WL-5 License in the State of South Carolina in good standing (provide copy of licenses with number for verification) will be required.

### **3.3. Key Personnel**

Provide a proposed project management structure that identifies the project manager, site superintendent, foreman and other key personnel who will be assigned to work on this project, including a description of their abilities, qualifications (including education and licensure), and relevant project experience with similar projects. Identify the proposed project manager and site superintendent who will be the primary points of contact for the City during day-to-day operations and include their contact information. Include resumes for all key individuals (including major sub-consultants) who will be completing a portion of the scope of work. If your firm is the successful bidder, these key personnel must be actively involved in the day-to-day operations of the construction.

If the Respondent will be utilizing a subcontractor to perform any division of work, the key personnel information outlined above should be provided for that subcontractor.

### **3.4. Relevant Experience**

Provide descriptions of similar infrastructure projects that the organization and/or key personnel have completed, including tasks involved, timeframes, and outcomes. Include any relevant experience with federal requirements or grant-funded projects. Also include any relevant work performed in a nearby jurisdiction or in the City's jurisdiction. If the Respondent will be utilizing a subcontractor to perform any division of work, the relevant experience information outlined below should be provided for that subcontractor.

Provide the following for projects that have included work similar to each division of work:

#### **Division 1 – Roadway Improvements**

List and describe a minimum of five (5) previous projects of similar size and nature completed in the past ten (10) years. Three (3) of the five (5) projects must include roadway projects within state maintained roads or highways where your firm was the Prime Contractor and have a minimum construction contract amount of \$1 Million (each project). Identify key personnel (from Section 3.3) that were involved in the relevant projects listed. For each of the projects listed, list the original bid price, final construction costs, specified completion time, actual completion time, and explanations for differences in costs and times as required. List the company names, addresses and work of any portion of each project that was subcontracted for more than 10% of the bid price. List equipment owned that is available for this project, and list equipment that will be purchased, leased or rented to perform the work.

### **Division 2 – Water Line Improvements**

List and describe a minimum of five (5) previous projects of similar size and nature completed in the past ten (10) years. Three (3) of the five (5) projects must be include water line projects with a directional drill of a minimum of 400' length of a state-maintained road or highway where your firm was the Prime Contractor and have a minimum construction contract amount of \$1 Million (each project). Identify key personnel (from Section 3.3) that were involved in relevant projects listed. For each of the projects listed, list the original bid price, final construction costs, specified completion time, actual completion time, and explanations for differences in costs and times as required. List the company names, addresses and work of any portion of each project that was subcontracted more than 10% of the bid price. List equipment owned that is available for this project, and list equipment that will be purchased, leased or rented to perform the work.

### **Division 3 – Stormwater Improvements**

List and describe a minimum of five (5) previous projects of similar size and/or nature completed in the past ten (10) years. Three (3) of the five (5) projects must include storm drainage projects within a publicly maintained road or highway. Identify key personnel (from Section 3.3) that were involved in relevant projects listed. For each of the projects listed, list the original bid price, final construction costs, specified completion time, actual completion time, and explanations for differences in costs and times as required. List the company names, addresses and work of any portion of each project that was subcontracted more than 10% of the bid price. List equipment owned that is available for this project, and list equipment that will be purchased, leased or rented to perform the work.

### **3.5. References**

Provide Owner references for each of the projects referenced above for each contract and/or division of work. Include Owner contact person for each project with their current daytime phone number

and email address. List any and all projects involving litigation, arbitration and/or mediation in past five (5) years for the firm, including project name, owner name, engineer name, date, explanation and result (attached additional sheets if necessary).

If the Respondent will be utilizing a subcontractor to perform any division of work, the reference information outlined above should be provided for that subcontractor.

#### **4. EVALUATION AND AWARD PROCESS**

##### **4.1. Review Committee**

The City will conduct a review process to determine the prequalified respondents. This process will include the formation of a review committee and the appointment of other technical advisors as needed to review all of the submissions. Respondents who meet the minimum qualification requirements described herein for each contract will be invited to submit bid(s).

The City reserves the right to contact a firm to obtain written clarification of information submitted and to contact references to obtain information regarding performance, reliability, and integrity.

##### **4.2. Notice of Prequalification**

The selection committee's recommendation for prequalified General Contractors will be presented to the City for consideration. If approved, a notice of "Prequalification" will be sent to all respondents informing them of the committee's recommendation.

##### **4.3. Protested Solicitations and Awards**

Any respondent who is aggrieved in connection with the solicitation or Prequalification of General Contractors may contact the City (Section 2.1) and protest according to the procedures in the City's procurement policy. ([https://codelibrary.amlegal.com/codes/westcolumbia/latest/wcolumbia\\_sc/0-0-0-323](https://codelibrary.amlegal.com/codes/westcolumbia/latest/wcolumbia_sc/0-0-0-323)).

#### **5. PRE-QUALIFICATION DETERMINATION**

- 5.1. Respondents will be graded based on each of the criteria outlined in Section 3 using the following 100-point scale:

- **Relevant Company Experience:** **0-20 points**
  - *Includes subcontractor(s)*
  - *Scoring will be based on the number of years that the Respondent (or subcontractor) has been providing the services outlined in Section 3.4 and the number of projects that include the specific requirements for each division completed by the Respondent (or subcontractor) within the past ten (10) years. The highest point value will be given for Respondents that have the most years of completing projects with the specific requirements for each division of work.*
- **Key Personnel:**
  - *Includes subcontractor(s)*
  - *Scoring will be based on the years of experience with the specific projects for each division of work outlined in Section 3.4 for the Respondent's (or subcontractor's) key personnel. The highest point values will be given for the key personnel with the most direct experience in overseeing the completion of projects with the specific requirements for each division of work.*
    - **Project Manager:** **0-15 points**
    - **Field Superintendent:** **0-15 points**
    - **Support Staff:** **0-10 points**
- **Company History of Past Performance:** **0-20 points**
  - *Includes default history*
  - *Includes default history of subcontractor(s)*
  - *Scoring will be based on a check of references provided by the Respondent (or subcontractor) for projects with the specific requirements the work outlined in Sections 3.4 and 3.5. The highest point value will be given for Respondents that have no history of default and have positive references for the completion of projects with specific requirements for each division of work.*
- **South Carolina General Contractor License Level:** **0-20 points**
  - *Includes relevant contractor licensure of subcontractor(s)*
  - *Scoring will be based on the Respondent (or subcontractor) providing documentation of the required South Carolina contractor licensure as outlined in Section 3.2. The highest point value will be given to Respondents that provide this documentation and who licenses are in good standing with the South Carolina Department of Labor, Licensing and Regulation (SCLLR) – Contractor's Licensing Board.*

5.2 Respondents may be deemed non-responsive based on the following:

- a. The Respondent fails to submit a responsive Statement of Qualifications, including failing to provide all required documentation in Section 3 of the RFQ;

- b. The Respondent fails to provide proof as a Licensed General Contractor in the State of South Carolina;
- c. The Respondent is involved in collusion among other Respondents;
- d. The Respondent fails to fully execute and submit the Disclosure Affidavit included with the RFQ (see Attachments and Required Forms); or,
- e. The response is not received by the date and time specified in this RFQ.

5.3 Final determination of Respondent's pre-qualification status rests solely with the City.

## ATTACHMENTS AND REQUIRED FORMS

**DISCLOSURE AFFIDAVIT**

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the local public agency in verification of the recitals comprising this Statement of Qualifications for Prequalification of Bidders. By this signature the signer affirms that the information provided herein is true and correct to the best of his/her knowledge and belief.

Respondent: \_\_\_\_\_

By: \_\_\_\_\_  
*(name signed)*

\_\_\_\_\_ *(name printed or typed)*

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**REQUIRED SCIIP/SCOR FEDERAL PROVISIONS**

## 1.1 TERMINATION FOR CAUSE AND CONVENIENCE

- A. The contract may be terminated in whole or in part as follows:
1. By the OWNER, if a contractor fails to comply with the terms and conditions of the SCIIP and ASIP awards;
  2. By the OWNER, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
  3. By the OWNER with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
  4. By the OWNER upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the OWNER determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the OWNER may terminate the contract in its entirety; or
  5. By the OWNER pursuant to termination provisions included in the SCIIP and ASIP awards.

## 1.2 ADMINISTRATIVE, CONTRACTUAL, AND LEGAL REMEDIES

- A. In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, South Carolina Rural Infrastructure Authority (RIA), the South Carolina Office of Resilience (SCOR) or the OWNER may take one or more of the following actions:
1. Temporarily withhold payments pending correction of the deficiency by the contractor;
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Wholly or partly suspend or terminate this Contract; and
  4. Take other remedies that may be legally available.

The remedies identified above do not preclude the contractor from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The OWNER shall have the right to demand a refund, either in whole or part, of the funds provided to the contractor for noncompliance with the terms of this Contract.

## 1.3 EQUAL EMPLOYMENT OPPORTUNITY

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity 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 setting forth the provisions of this non-discrimination clause.

- B. 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, sexual orientation, gender identity or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. 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 advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, (E.O. 11246), and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- F. The Contractor will furnish all information and reports required by E.O. 11246, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations or orders, this Contract may be canceled, 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 E.O. 11246, and such other sanctions may be imposed and remedies invoked as provided in E.O. 11246, or by rule, regulation or order of the U.S. Secretary of Labor, or as otherwise provided by law.

- H. The Contractor will include the portion of the sentence immediately preceding Paragraph A. and the provisions of Paragraphs A. through G. in every Subcontract or Purchase Order unless exempted by rules, regulations or orders of the U.S. Secretary of Labor issued pursuant to Section 204 of E.O. 11246, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any Subcontract or Purchase Order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 1.4 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. The Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
  1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
  5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
  6. The Contractor will be required to take the affirmative steps outlined above for all subcontracts that are let in association with this project.

#### 1.5 DAVIS-BACON ACT FOR INDIVIDUAL WATER INFRASTRUCTURE PROJECTS OF \$10 MILLION DOLLARS OR MORE

- A. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144 and § 3146-3148) and the requirements of 29 C.F.R. Part 5, as

may be applicable. The Contractor shall comply with 40 U.S.C. § 3141-3144 and § 3146-3148 and the requirements of 29 C.F.R. Part 5, as applicable.

- B. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor.
- C. Contractors are required to pay wages not less than once a week.

#### 1.6 COPELAND ANTI-KICKBACK ACT

- A. Contractor: The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3, as may be applicable, which are incorporated by reference into this Contract.
- B. Subcontracts: The Contractor or Subcontractor shall insert in any subcontracts the clause above and a clause requiring the Subcontractors to include these clauses in any lower-tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower-tier Subcontractor with all of these Contract clauses.
- C. Breach: A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and Subcontractor as provided in 29 C.F.R. § 5.12.

#### 1.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute 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 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. 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.

#### 1.8 CLEAN AIR ACT

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- B. The Contractor agrees to report each violation to the Insert Owners Name and understands and agrees that the Insert Owners Name will, in turn, report each violation

as required to assure notification to the Treasury, and the appropriate Environmental Protection Agency (EPA) Regional Office.

- C. The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000.00.

#### 1.9 FEDERAL WATER POLLUTION CONTROL ACT

- A. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
- B. The Contractor agrees to report each violation to the Insert Owners Name and understands and agrees that the Insert Owners Name will, in turn, report each violation as required to assure notification to the Treasury, and the appropriate EPA Regional Office.
- C. The Contractor agrees to include these requirements in each Subcontract exceeding \$150,000.00.

#### 1.10 DEBARMENT AND SUSPENSION

- A. The Contractor certifies that it nor its affiliates are not listed on the government-wide exclusions in SAM, in accordance with OMB guidelines at 2 C.F.R. 180 and 2 C.F.R. 1200 that implement Executive Orders 12540 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension".
- B. The Contractor must comply with these requirements and must include a requirement to comply with these regulations in any lower-tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by OWNER. If it is later determined that the Contractor did not comply with these requirements, in addition to remedies available to the OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with these requirements while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or Proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

#### 1.11 BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an Award of \$100,000.00 or more shall 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 shall 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 Recipient who in turn will forward the certification(s) to the awarding agency.

#### 1.12 PROCUREMENT OF RECOVERED MATERIALS/COMPLIANCE WITH SOLID WASTE DISPOSAL ACT

- A. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the Contract performance schedule; meeting Contract performance requirements; or at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- B. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The requirements of Section 6002 include procuring only items designated in 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

#### 1.13 DOMESTIC PREFERENCE FOR PROCUREMENT

- A. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:
  - 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 mean 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.

#### 1.14 ACCESS TO RECORDS

- A. The following access to records requirements apply to this Contract:
1. The Contractor agrees to provide RIA, SCOR, the OWNER, U.S Department of the Treasury, the US Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  3. The Contractor agrees to provide the Treasury or authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

#### 1.15 COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

- A. This is an acknowledgement that the U.S. Department of the Treasury ARP SLFRF financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal laws, regulations, executive orders, and the Treasury's policies, procedures, and directives.

#### 1.16 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- A. The Contractor acknowledges that 31 U.S.C., Chapter 38, (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

#### 1.17 INCREASING SEAT BELT USE IN THE UNITED STATES

- A. Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), the OWNER encourages Contractor to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

#### 1.18 REDUCING TEXT MESSAGING WHILE DRIVING

- A. Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), the OWNER encourages Contractor to adopt and enforce policies that ban text messaging while driving.