



October 19, 2023

## REQUEST FOR QUALIFICATIONS

**PREQUALIFICATION OF BIDDERS FOR HILTON HEAD PUBLIC SERVICE DISTRICT  
Jenkins Island Reverse Osmosis Drinking Water Treatment Facility  
Expansion and Aquifer Storage & Recovery Facility Addition**

*SCIIP Grant #A-23-C095*

Due Date:	2 PM EST, December 7, 2023
Deliver /Mail Qualifications To:	W.K. Dickson & Co., Inc. 4105 Faber Place Drive, Ste. 410 North Charleston, SC 29405
Contact Information:	Nan Lee, Project Administrator 843.416.5560 nlee@wkdickson.com
Owner:	Hilton Head Public Service District 21 Oak Park Drive Hilton Head Island, SC 29926

**Hilton Head Public Service District (HHPSD)** 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 **HHPSD**. **HHPSD** will not be liable in any way for any costs incurred by any Applicant in 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 funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP 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 federal regulations.

## 1. INTRODUCTION

**HHPSD** 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 **Jenkins Island Reverse Osmosis (RO) Drinking Water Treatment Facility (WTP) Expansion and Aquifer Storage & Recovery (ASR) Facility Addition**. These services will be provided under contract with **HHPSD**, with funding provided by the South Carolina Rural Infrastructure Authority (RIA) through the South Carolina Infrastructure Investment Program (SCIIP) under SCIIP Grant #A-23-C095. General Contractors (also referred to as Applicant or Respondent herein) are invited to submit Qualifications for any of the following Contracts and Divisions of Work:

- Contract 1 – Wells and Transmission Mains
  - Division 1 – RO Well No. 4 and ASR Well No. 2
  - Division 2 – Transmission Mains
- Contract 2 – RO WTP Expansion

### 1.1. Method of Procurement

Selection of General Contractor(s) for Project(s) funded by SCIIP Grant #A-23-C095 will be a two-step process (RFQ followed by Request for Bids). General Contractors will be first be prequalified for the contract(s) and division(s) of work described in this section based on the factors outlined in Section 5, SELECTION CRITERIA. Only Pre-qualified General Contractors for each specific contract and/or division of work will then be invited to submit Bid(s). General Contractors may submit qualifications for all or any of the contracts and divisions of work described herein. General Contractors who are not selected under this Prequalification will not be invited to submit Bid(s). Cost is NOT a factor in the ranking of firms for prequalification.

### 1.2. Project Description

**HHPSD** is requesting full construction services to include the following scope of work:

#### **Contract 1 – Wells and Transmission Mains:**

**Division 1 – RO Well No. 4 and ASR Well No. 2:** Construction of a new production well to supply water to the RO WTP (RO Well No. 4), and construction of a new aquifer storage and recovery well (ASR Well No. 2). Both wells will be constructed into the 600-foot deep brackish Middle Floridian Aquifer.

**Division 2 – Transmission Mains:** Construction of approximately 2,000 linear feet (LF) of 12-inch raw water transmission main between RO Well No. 4 and the existing RO Well No. 3, including a 100 LF bore and jack of steel casing crossing under Highway 278 and approximately 800 LF of horizontal directional drill (HDD) crossing under wetlands. Construction of approximately 300 LF of 12-inch water transmission main between ASR Well No. 2 and an existing main at Highway 278, including a 150 LF bore and jack of steel casing crossing under Highway 278 and approximately 200 LF of HDD.

**Contract 2 – RO WTP Expansion:**

Construction of upgrades to expand the RO WTP from 4 million gallons per day (MGD) to 6 MGD, including the addition of two anti-scalant feed pumps, two booster pumps and membrane treatment units, sodium hypochlorite bulk storage and feed system, emergency generator and switchgear, asphalt paving, piping, valves, electrical and SCADA modifications, and appurtenances.

### 1.3. Project Schedule

The estimated project schedule is as follows:

**Contract 1 – Divisions 1 and 2**

Invitation to Bid	March 2024
Notice of Award	May 2024
Construction Notice to Proceed	June 2024
Completion of Construction	February 2026

**Contract 2**

Invitation to Bid	March 2024
Notice of Award	May 2024
Construction Notice to Proceed	June 2024
Completion of Construction	February 2026

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

### 2.1. Submittal of Statements of Qualifications

**HHPSD** 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 accordance with the SCIIP procurement guidelines.

The OFFICIAL CONTACT for this solicitation on behalf of HHPSD is:

**W.K. Dickson & Co., Inc.**  
**4105 Faber Place Drive, Ste. 410**  
**North Charleston, SC 29405**

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 2:00 PM EST on December 7, 2023 to **W.K. Dickson & Co., Inc. (WKD)** 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 19, 2023
Final Date to Submit Written Questions/Clarifications	November 28, 2023, 2 PM EST
Final Addenda Posted	December 4, 2023, 2 PM EST
RFQ Closing Date	December 7, 2023, 2 PM EST
Completion of Selection Committee Review & Recommendations	January 25, 2024, estimated
Contract 1 Division 1 - Prequalified Contractors - Invitation to Bid	March 4, 2024, estimated
Contract 1 Division 2 - Prequalified Contractors - Invitation to Bid	March 4, 2024, estimated
Contract 2 - Prequalified Contractors - Invitation to Bid	March 4, 2024, estimated

## **2.3. Labeling of Submissions**

All submissions must be submitted in a sealed envelope or package plainly marked "**HHPSD RFQ, SCIIP Grant #A-23-C095, Jenkins Island Reverse Osmosis Drinking Water Treatment Facility Expansion and Aquifer Storage & Recovery Facility Addition**" with the name and address of the respondent in the upper left-hand corner. No responsibility will attach to **HHPSD, WKD**, 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 **HHPSD** 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 [nlee@wkdickson.com](mailto:nlee@wkdickson.com) no later than 2:00 PM EST on November 28, 2023, and reference **HHPSD RFQ, SCIIP Grant #A-23-C095, Jenkins Island Reverse Osmosis Drinking Water Treatment Facility Expansion and Aquifer Storage & Recovery Facility Addition**. All questions submitted and their answers will be posted on the **WKD Plan Room** website <http://www.wkdicksonplanroom.com/> 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 **HHPSD** will become part of the official RFQ and will be posted on the **WKD Plan Room website** <http://www.wkdicksonplanroom.com/>. The final addenda will be posted no later than December 4, 2023. 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 **HHPSD** other than the official contact identified in this RFQ. If such contact is made, **HHPSD** 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 **HHPSD** 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. **HHPSD** reserves the right to waive informalities and minor irregularities in submittals and reserves the sole right to determine what constitutes informalities and minor irregularities. **HHPSD** also reserves the right to accept or reject any or all submissions received in response to this RFQ. **HHPSD** is not obligated to enter into any contract on the basis of any submittal in response to this RFQ. **HHPSD** 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**

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

## **2.10. Conflict of Interest**

Respondents shall promptly notify **HHPSD** 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 **HHPSD** as to whether the association, interest, or circumstance would, in the opinion of **HHPSD**, 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 **HHPSD** 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 **HHPSD** 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) 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 funded by federal State and Local Fiscal Recovery Funds (SLFRF) through the American Rescue Plan Act (ARPA). All federal SLFRF requirements and SCIIP 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. The successful respondent will be required to comply with all applicable federal regulations, including those outlined in the SCIIP Project Management Procedures, pages 42-45 ([SCIIP-Project-Management-Procedures-April-2023.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 thirty (30) 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).

### **3.2. Qualifications**

Provide relevant information about the firm 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 sub-contractors 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 both or either division of work. More detail on specific projects should be included in the Relevant Experience section. The Applicant has operated under the current corporate name for the last five (5) years.
- The Applicant currently has sufficient bonding capacity to provide performance and payment bonds, both in the amount of 100 percent of the contract amount.
- The Applicant has access to adequate equipment to construct the project.
- The Applicant has an adequate number of qualified personnel capable of executing all contract phases and divisions of work for which the Applicant is submitting qualifications.
- The Applicant has not defaulted on a project or failed to complete a project within the last ten (10) years.
- The Applicant has not filed for bankruptcy nor been judged bankrupt at any time over the last nine years.
- The Applicant is a Licensed Utility Contractor in the State of South Carolina (provide copy of license with number for verification).

### **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 **HHPSD** 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.

### **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 **HHPSD's** jurisdiction. Provide the following for either or both divisions of work:

#### **Contract 1, Division 1 – Wells**

List and describe a minimum of seven (7) previous projects of similar size and nature completed in the past ten (10) years. Four (4) of the seven (7) projects must be either municipal production (supply) well or ASR well projects constructed in an aquifer 500 feet or more below the ground surface with minimum well screen diameter of 8-inches, include equipping the well with pump, piping, valves and appurtenances, where your firm was the Prime Contractor, and have a minimum construction contract amount of \$300,000 (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.

#### **Contract 1, Division 2 – Transmission Mains**

List and describe a minimum of seven (7) previous projects of similar size and nature completed in the past ten (10) years. Four (4) of the seven (7) projects must be water main or wastewater force main projects where your firm was the Prime Contractor with pipeline diameters of 12-inches or larger, pipeline lengths of 2,000 LF or more, include bore and jack of steel casings with minimum diameter of 24-inches, include horizontal directional drills with pipeline diameters of 12-inches or larger and minimum length of 500 LF, and have a minimum construction contract amount of \$500,000 (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.

#### **Contract 2 – Water Treatment Plant**

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 water or wastewater treatment plant projects where your firm was the Prime Contractor with treatment plant upgrades including addition of new equipment, bulk chemical storage tank(s), chemical feed pumps, onsite permanent generator and switchgear, piping, electrical and controls, 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.

### **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).

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

### **4.1. Review Committee**

**HHPSD** 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 and/or division of work will be invited to submit bid(s).

**HHPSD** 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 for each contract and/or division of work will be presented to **HHPSD** 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 **HHPSD** (Section 2.1) and protest according to the procedures in **HHPSD's** procurement policy.

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

- 5.1. Respondents will be graded Pass/Fail for each of the criteria outlined in Section 3, and will not be deemed pre-qualified if:
- 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 Utility Contractor in the State of South Carolina;
  - c. The Respondent's proposed project manager and site superintendent do not have relevant experience with similar projects to those described in Section 3.4;
  - d. The Respondent fails to meet all the Relevant Experience Requirements with similar projects as described in Section 3.4 of the RFQ;
  - e. The Respondent is involved in collusion among other Respondents; or
  - f. The Respondent fails to fully execute and submit the Disclosure Affidavit included with the RFQ (see Attachments and Required Forms).
- 5.2. Final determination of Respondent's pre-qualification status rests solely with the **HHPSD**.

## **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 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 award;
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 award.

## 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) 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 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.

#### 1.5 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.

#### 1.6 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.

#### 1.7 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.

#### 1.8 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.

#### 1.9 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.

#### 1.10 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.

#### 1.11 PROCUREMENT OF RECOVERED MATERIALS

- 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.

## 1.12 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.

## 1.13 ACCESS TO RECORDS

- A. The following access to records requirements apply to this Contract:
  - 1. The Contractor agrees to provide RIA, the OWNER, U.S Department of the Treasury, 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.

## 1.14 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.

## 1.15 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.

## 1.16 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.

## 1.17 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.