

**ADVERTISEMENT FOR PROPOSALS
BRUNSWICK REGIONAL WATER & SEWER H2GO
RFP #S-7141-0226**

Sealed proposals addressed to Jennifer Goley, Procurement Analyst, II in the Finance Department at Brunswick Regional Water & Sewer H2GO, 1107 New Pointe Road, Ste. 22, Leland, NC 28451 and marked “RFP- ON CALL INDUSTRIAL SERVICES FOR MUNICIPAL WATER AND WASTEWATER FACILITIES” will be received until Thursday, May 7, 2026 at 3:00 p.m. at the Finance Department at Brunswick Regional Water & Sewer H2GO, 1107 New Pointe Road, Ste. 22, Leland, NC 28451 and through email to jennifer.goley@h2gonc.gov.

RFP is attached hereto.

REQUEST FOR PROPOSALS
ON-CALL INDUSTRIAL SERVICES
FOR MUNICIPAL WATER AND WASTEWATER FACILITIES
RFP #S-7131-0326



DATED: MARCH 25, 2026

REQUEST FOR PROPOSALS
RFP #S-7131-0326
On-Call Industrial Services for
Municipal Water and Wastewater Facilities

March 25, 2026

Dear Contractor:

Brunswick Regional Water and Sewer H2GO is requesting proposals from qualified Contractors interested in providing industrial services in support of its municipal water and wastewater treatment facilities, pumping stations, well sites and related infrastructure. Services will be provided on an as-needed basis including but not limited to rigging and handling, crane, welding, fabrication and equipment installation and repair services. The requirements for submitting a proposal and the required previous experience are stated in the attached Request for Proposals (the “RFP”). Please review them carefully.

Proposals are due to Jennifer Goley, Procurement Analyst, II, no later than 3:00 P.M., Thursday, May 7, 2026. If you would like to be considered for providing the required services to H2GO please submit proposal to Jennifer Goley, jennifer.goley@h2gonc.gov or hand delivered to 1107 New Pointe Blvd., Suite 22, Leland, NC 28451.

All interested vendors are welcome to attend a pre-proposal visit. Please contact Brian Griffith at telephone number (910) 232-3187 to schedule a site visit between April 7, 2026 – April 17, 2026 at 146 Gregory Road, NE, Belville, NC 28451 (weekdays only). Addenda will be issued to answer any questions posed during the pre-proposal visits.

RFP questions must be directed to Jennifer Goley at Jennifer.goley@h2gonc.gov. Answers will be posted on the H2GO current website <https://www.h2gonc.gov/228/Bids>

Please check this site regularly for any issued addenda.
Sincerely,

Jennifer Goley, CLGPO, Procurement Analyst II
Brunswick Regional Water & Sewer H2GO
Office (910) 371-9949 ext 1018
Email: Jennifer.goley@h2gonc.gov
Web: www.h2gonc.gov

1. INTRODUCTION

Brunswick Regional Water and Sewer H2GO (“H2GO”), a sanitary district organized and existing under the laws of the State of North Carolina, is seeking proposals from qualified Contractors interested in providing industrial services in support of its municipal water and wastewater treatment facilities, pumping stations, well sites and related infrastructure. Services will be provided on an as-needed basis including but not limited to rigging and handling, crane, welding, fabrication and equipment installation and repair services. The purpose of this Request for Proposals (RFP) is to obtain submissions that will enable H2GO to identify the contractor(s) best suited to meet its needs for the services and repairs described herein. Services will be performed on an as-needed basis under a term contract.

The scope of work includes, but is not limited to, emergency on-call services, annual maintenance, miscellaneous services and repairs on an as needed basis.

2. SCOPE OF SERVICES

The selected contractor(s) shall furnish all labor, supervision, equipment, tools, and materials necessary to perform services and repairs including, but not limited to:

2.1 Rigging and Equipment Handling

- Rigging, lifting, positioning, removal, and relocation of water and wastewater equipment
- Lift planning and load calculations
- Compliance with OSHA, ANSI, and Owner safety requirements

2.2 Crane Services

- Mobile crane services of varying capacities
- Certified operators, riggers, and signal persons
- Mobilization, operation, and demobilization
- Ability to operate in confined or restricted areas
- Ability to subcontract crane services if necessary

2.3 Welding Services

- Structural, mechanical, and pipe welding
- Carbon steel, stainless steel, and other applicable alloys
- Qualified welders meeting project requirements

2.4 Fabrication Services

- Shop and field fabrication of structural and mechanical components
- Fabrication suitable for corrosive and wet environments
- Interpretation of drawings, specifications, and site conditions

2.5 Equipment Setting and Installation

- Setting, leveling, alignment, anchoring, and grouting
- Installation of new, replacement, or upgraded equipment
- Coordination with Owner staff to minimize service interruptions

2.6 Equipment Repair, Rebuild, and Refurbishment

- Mechanical repair of pumps, motors, gearboxes, and related equipment
- Inspection, reassembly, and operational testing

IMPORTANT DATES

RFP Process	Date	Time
Advertise RFP	March 25, 2026	
Pre-Proposal Site Visit, H2GO’s Reverse Osmosis Plant located at 146 Gregory Road, NE, Belville, NC 28451 Contact Brian Griffith to schedule visit at (910) 232-3187	April 7, 2026 – April 17, 2026 (weekdays only)	9:00 a.m. – 3:00 p.m.
All Questions Due Email to: Jennifer.goley@h2gonc.gov	April 21, 2026	5:00 p.m.
Responses to Questions Due	April 30, 2026	5:00 p.m.
RFP Due Date	May 7, 2026	3:00 p.m.
RFP Analysis/Evaluation	May 8- 29, 2026	TBD
Award	July 1, 2026	TBD

3. SAFETY AND REGULATORY COMPLIANCE

Contractors shall comply with all applicable OSHA, EPA, state, and local regulations, and shall adhere to H2GO’s safety programs, including but not limited to confined space entry, lockout/tagout, and fall protection requirements. Each Contractor must maintain its own comprehensive safety program and ensure that all required licenses—such as a general contractor’s license—as well as all necessary certifications and training are current and sufficient to meet all federal and state regulatory obligations for every project undertaken.

4. SCHEDULING AND AVAILABILITY

- Support scheduled maintenance, project support work, and emergency response
- Availability for after-hours, weekend, and emergency work
- Ability to mobilize personnel and equipment on short notice

5. CONTRACT TERM

H2GO anticipates awarding **one** on-call master contract as the preferred outcome of this RFP. However, H2GO reserves the right to award **multiple** on-call master contracts if it is determined to be in the best interest of the District.

- Each contract will have an initial term of two (2) years, with the option for H2GO to renew for up to three (3) additional one-year terms at its sole discretion.
- Award of a contract does not guarantee any minimum amount of work or expenditure.

6. INSURANCE REQUIREMENTS

The RFP requires vendors to maintain general liability insurance, business automobile insurance, and workers' compensation insurance. Detailed specifications for each type of coverage are outlined in Paragraph 7 of the attached *Sample Master Services Contract*.

7. BOND CAPACITY

Contractors shall provide a written statement from their surety verifying current bond capacity **if bonding is required for any work performed under this contract**.

8. FEDERAL AND FEMA REQUIREMENTS

This contract may be used for work funded in whole or in part by FEMA or other federal sources. In addition to North Carolina statutes, if a state of emergency has been declared by the President of the United States, the Federal Terms and Conditions shall automatically go into effect. These Federal Terms and Conditions are outlined in Paragraph 11 of the attached proposed Master Contract.

9. ACCURACY OF RFP AND RELATED DOCUMENTS

H2GO does not guarantee the accuracy or completeness of any information in this RFP or provided during the solicitation process, and Contractors are responsible for drawing their own conclusions. H2GO is only bound by written addenda it issues, and no oral statements may be relied upon. Contractors must promptly notify H2GO in writing of any discrepancies, omissions, or ambiguities in the RFP, and all requests for interpretation must be submitted in writing to H2GO's designated representative as instructed in the RFP cover letter.

10. H2GO'S RIGHTS AND OPTIONS

H2GO reserves the right, at its sole discretion and without liability, to modify or cancel the RFP, request or require additional information, investigate any Contractor, waive proposal irregularities, reject any or all proposals, share proposals internally as needed, negotiate terms with selected Contractors, award all or part of the work to one or more Contractors, or enter into any contract it determines is in its best interest.

11. EXCEPTIONS TO THE RFP

Each Proposal is expected to comply with all terms, conditions, specifications, and requirements of this RFP, including the Sample Contract in Attachment 1, unless specific exceptions are stated. An “exception” is any term, condition, specification, or requirement— including those in the Sample Contract—that the Contractor is unwilling or unable to meet as written. All exceptions must be clearly identified and explained in writing within the Proposal, with direct reference to the applicable RFP section(s). If proposing an alternative solution, the Contractor must describe the benefits of the alternative and explain any impact it may have on the rest of the proposed solution.

12. EVALUATION AND AWARD

The Evaluation Committee may conduct discussions with any Contractor to clarify qualifications or proposal details. Proposals will be evaluated to identify the most competitive and best-value solution for H2GO. H2GO reserves the right to adjust or waive evaluation criteria as needed.

Proposals will be evaluated in accordance with **N.C.G.S. § 143-135.9** using the criteria below:

<u>Category</u>	<u>Weight %</u>
Qualifications & Experience	25%
Technical Capability & Scope Compliance	25%
Availability & Emergency Response	10%
Past Performance/ References	10%
Pricing	30%
Total	100%

The contract will be awarded to the responsive respondent(s) offering the best overall value to H2GO. Only proposals received by the stated deadline will be considered. All timely submissions will be evaluated based solely on the information provided. H2GO may hold proposals for up to ninety (90) days from the bid opening to complete evaluations and confirm bidder qualifications before making an award.

13. SUBMITTAL REQUIREMENTS

The following is a list of completed and signed information that the Contractor should include in its proposal submission:

- Introduction Letter
- Exhibit 1– Proposal Fee Schedule
- Exhibit 2 - Non-Collusion Affidavit
- Exhibit 3 – Affidavit of Compliance of N.C. E-Verify Statutes
- Exhibit 4 – Debarment Certification
- Contractor’s Information Questionnaire

12. PROPOSAL SUBMISSION

Electronic proposals are preferred; however, hard copies will be accepted until **3:00 P.M. on Thursday, May 7, 2026**, and must be delivered to **Jennifer Goley, CLGPO, Procurement Analyst II, 1107 New Pointe Blvd., Suite 22, Leland, NC 28451**. Electronic submissions should be emailed in PDF format to Jennifer.Goley@h2gonc.gov. To maintain the integrity of the RFP process, Contractors must refrain from contacting H2GO Board members or employees until the contract is presented for Board approval. Because this selection is based on qualifications and proposed cost rather than technical discussions, Contractors should not discuss the project with H2GO staff.

All questions must be directed to **Jennifer Goley at Jennifer.Goley@h2gonc.gov**.

Failure to follow these requirements will result in disqualification, and **late proposals will not be accepted**.

EXHIBIT 1
Proposal Fee Schedule
RFP #S-7131-0326

The proposal fee schedule section is as follows. Contractors may choose to propose on any combination of based on their experience and capabilities. Contracts will be awarded based on costs and ability to meet the service needs of H2GO’s RO Plant. Single or multiple contracts may be awarded depending on H2GO needs and vendor capabilities. **Please attach additional pages if needed.**

Industrial Services

Hourly Rates

	Regular Time	Overtime	Holiday
Rigging and Equipment Handling	\$	\$	\$
Crane	\$	\$	\$
Welding	\$	\$	\$
Fabrication	\$	\$	\$
Equipment Installation	\$	\$	\$
Equipment Repair, Rebuild Refurbishment	\$	\$	\$
General Laborer	\$	\$	\$

- Please attach emergency rates
- Please include all additional services with pricing that your company provides that is or is not listed on this Exhibit 3 by attaching additional pages to your proposal submittal.
- State percentage (not to exceed 10%) of increase above contractor’s cost for repair part _____ %
- State percentage (not to exceed 10%) of increase above contractor’s cost for replace equipment _____%
- Is pickup and delivery a free service provided by the service provider? YES ____ NO ____
If not, state basis of charges (miles/hours?)

NOTE: FREIGHT SHALL BE INCLUDED IN THE COST FOR REPAIR PARTS, ETC., UNLESS AN EMERGENCY SITUATION IS APPROVED BY H2GO AND REQUIRES SERVICE PROVIDER TO HAVE PARTS SHIPPED OVER-NIGHT OR EXPRESS DELIVERED.

Quoted prices will remain firm for a minimum of one year.

Proposal Submission Checklist

- Contractor Information Questionnaire
- Exhibit 1-Debarment Certification
- Exhibit 2- Non-Collusion Affidavit
- Exhibit 3- NC E-Verify Affidavit

EXHIBIT 2
NON-COLLUSION AFFIDAVIT
RFP# S-7131-0326

State of North Carolina

County of _____

_____, being first duly sworn, deposes and says that: _____

1. He/She is the _____ (title) of _____ (firm's name), the responder that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response.
4. Neither the said responder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder firm or Person to submit a collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other responder, firm or person to fix the price or prices in the attached response, if applicable, or of any other responders, or to fix any overhead, profit or cost element of the response price of the response, if applicable, of any other responder or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Wilmington or any person interested in the proposed contract.

Signature: _____

Title: _____

Date: _____

NOTARIZE

Subscribed and sworn to before me, (SEAL)

This _____ day of _____, 2026

Notary Public: _____

My Commission Expires: _____

EXHIBIT 3

STATE OF _____
COUNTY OF _____

**AFFIDAVIT of COMPLIANCE
with N.C. E-Verify Statutes**

I, _____ (hereinafter the "Affiant"), duly authorized by and on behalf of _____ (hereinafter the "Employer") after being first duly sworn deposes and says as follows:

1. I am the _____ (President, Manager, CEO, etc.) of the Employer and possess the full authority to speak for and on behalf of the Employer identified above.
2. Employer understands that "E-Verify" means the federal E-Verify program operated by the United States Dept. of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. §64-25 (5).
3. _____ Employer employs 25 or more employees in the State of North Carolina, and is in compliance with the provisions of N.C. Gen. Stat. §64-26. Employer has verified the work authorization of its employees through E-Verify and shall retain the records of verification in accordance with N.C. Gen. Stat. §64-26.
OR
_____ Employer employs fewer than 25 employees in the State of North Carolina and is therefore not subject to the provisions of N.C. Gen. Stat. §64-26.
4. All subcontractors engaged by or to be engaged by Employer have or will have likewise complied with the provisions of N.C. Gen. Stat. §64-26.
5. Employer shall keep the Brunswick Regional Water & Sewer - H2GO informed of any change in its status pursuant to Article 2 of Chapter 64 of the North Carolina General Statutes.

Further this affiant sayeth not.

This the _____ day of _____, 20_____.

Signature of Affiant

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, this the _____ day of _____ 20_____.

Notary Public

[SEAL]

My commission expires: _____

EXHIBIT 4

DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR s29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Authorized Signature/Contractor's Name

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip code

Phone Number

Date: _____

CONTRACTOR INFORMATION QUESTIONNAIRE

INDUSTRIAL SERVICES FOR MUNICIPAL WATER AND WASTEWATER FACILITIES RFP #S-7131-0326

Please provide all information requested on this questionnaire and submit it with your Proposal Submittal. This information will be used in the evaluation process. Please provide additional pages if needed.

1. Contractor Information

Legal Business Name: _____

Primary Contact Name & Title: _____

Phone: _____ Email: _____

Business Address: _____

Years in Business (water/wastewater experience): _____

2. Service Categories (Check All That Apply)

Rigging & Equipment Handling

Crane Services

Welding Services

Fabrication Services

Equipment Installation

Equipment Repair/Rebuild

Other (describe): _____

3. Certifications & Licenses

- NC General Contractor License Number(s): _____
 - Specialty Trade Licenses (welding, electrical, crane, etc.): _____
-

- Relevant Safety Certifications (OSHA, NCCCO, Confined Space): _____

4. Project Experience & References (Minimum 3 Required)

Please list a minimum of **three** references for **commercial or residential** work completed within the last five (5) years in Brunswick County, indicating property address, description of work, monetary value of work, contact person and telephone number for each job. Please notify each reference of the possibility of H2Go calling. **Individual properties must be listed. If applicant has provided services for H2Go, H2Go must be listed as the first reference.**

Project 1

- Name: _____
- Address & Phone: _____
- Description of Work: _____
- Date Completed: _____
- Dollar Amount: _____
- Contact Reference: _____

Project 2

- Name: _____
- Address & Phone: _____
- Description of Work: _____
- Date Completed: _____
- Dollar Amount: _____
- Contact Reference: _____

Project 3

- Name: _____
- Address & Phone: _____
- Description of Work: _____
- Date Completed: _____
- Dollar Amount: _____
- Contact Reference: _____

Project 4

- Name: _____
- Address & Phone: _____
- Description of Work: _____
- Date Completed: _____
- Dollar Amount: _____
- Contact Reference: _____

Project 5

- Name: _____
 - Address & Phone: _____
 - Description of Work: _____
 - Date Completed: _____
 - Dollar Amount: _____
 - Contact Reference: _____
-

5. Capacity & Response Capability (Available personnel by trade):

Equipment Fleet (cranes, welders, service trucks, etc.):

Emergency/after-hours response capability:

6. WARRANTIES: Please state below or furnish a separate letter attachment, which fully explains the conditions of Warranty and/or Guaranty provided by your firm. Contractor shall provide H2GO copies of the standard manufacturer's warranties for any new equipment and

parts purchased and installed by the service provider. The Contractor shall provide this warranty information with its service report whenever applicable.

7. Safety & Legal Disclosure

List any OSHA violations in the past 5 years:

List any lawsuits, claims, or disputes related to industrial/municipal work in the last 5 years:

8. Additional Information (Optional)

Submission Instructions Submit with the Proposal Submittal form to:

Jennifer Goley, CLGPO
Procurement Analyst, II
Brunswick Regional Water & Sewer H2GO
1107 New Pointe Blvd., Suite 22
Leland, NC 28451
Deadline: May 7, 2026, 3:00 PM EST

Authorized Signature

I certify that the information provided is accurate and complete.

Company Name: _____

By: _____

Signature Name/Title _____

Date: _____

SAMPLE MASTER SERVICES CONTRACT
FINAL CONTRACT MAY DIFFER

MASTER SERVICES CONTRACT FOR INDUSTRIAL SERVICES

This Contract is made and entered into by and between the “BRUNSWICK REGIONAL WATER AND SEWER- H2GO”, herein “H2GO”, and _____”, herein “Contractor”, for services hereinafter described for H2GO.

WITNESSETH:

This Contract is for the provision of a variety of _____ H2GO on an as-needed basis . Scope of work and pricing for these services are listed on the attached Exhibit “A” and Exhibit “B,” incorporated herein by reference and set out in full. That for and in consideration of the mutual promises and conditions set forth below, H2GO and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in the **Contractor Work Order Statement** to be provided by the Contractor.
2. Duties of H2GO: H2GO shall pay for the Contractor’s services as set forth in the **Contractor Work Order Statement and confirmed by an H2GO Purchase Order.**
3. Fee Schedule and Maximum Sum: Payment shall be made in accordance with the **Contractor Work Order Statement and confirming H2GO Purchase Order.**
4. Billing and Payment: The Contractor shall submit a bill to H2GO for work performed under each contract established pursuant to the terms of this Contract. The Contractor shall bill and H2GO shall pay the rates set forth therein. Payment will be made by H2GO within thirty (30) days of receipt of an accurate invoice, approved by the contact person or his/her designee
5. Terms: The initial term of this contract shall begin July 1, 2026 and shall extend through June 30, 2027. This contract may be renewed for period of two (2) additional one (1) year terms by mutual written agreement of the parties.

For purposes of this provision, all Work Order Statements, amendments, renewals, and extensions issued pursuant to this Blanket Contract shall be cumulative and collectively applied toward the maximum aggregate contract amount stated above.

6. Release and Indemnity To the fullest extent permitted by law, Contractor shall release, indemnify, keep and save harmless H2GO, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of H2GO or third persons, and to all property proximately caused by, directly or indirectly, the performance or nonperformance by Contractor (or by any person acting for Contractor or for whom Contractor is or is alleged to be in any way responsible), whether such claim may be based in whole or in part upon contract, tort (including

alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of Contractor, its agents, officials and employees or otherwise. The provisions of this Section shall include any claims for equitable relief or for damages (compensatory or punitive) against H2GO, its agents, officials, and employees including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by H2GO, its agents, officials and employees, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against H2GO, its agents, officials or employees. CONTRACTOR expressly understands and agrees that any performance bond or insurance protection required by this agreement, or otherwise provided by the Contractor, shall in no way limit Contractor's responsibility to release, indemnify, keep and save harmless and defend H2GO as herein provided. The intention of the parties is to apply and construe broadly in favor of H2GO the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

7. Insurance Requirements Before commencing any work, the CONTRACTOR shall procure insurance in the CONTRACTOR'S name and maintain all insurance policies for the duration of the contract of the types and in the amounts listed. The insurance shall provide coverage against claims for injuries to persons or damages to property which may arise from operations or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors, whether such operations by himself/herself or anyone directly or indirectly employed by him/her.

(a) COMMERCIAL GENERAL LIABILITY

(1) CONTRACTOR shall maintain Commercial General Liability (CGL) and if necessary, Commercial Umbrella Liability insurance with a total limit of not less than \$1,000,000.00 each occurrence for bodily injury and property damage. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location, or the general aggregate shall be twice the required limit.

(2) CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent CONTRACTORS, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

(3) Brunswick Regional Water & Sewer, its officers, officials, agents, and employees are to be covered as additional insureds during and until completion of the work, under the CGL by endorsement CG 20 10 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the CONTRACTOR; premises owned, leased or used by the CONTRACTOR; and under the commercial umbrella, if any. The coverage shall contain no special limitations on the scope of protection afforded to H2GO, its officers, officials, agents, and employees. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer, its officers, officials, agents and employees, will be carried by Subcontractor performing installation.

(4) There shall be no endorsement or modification of the CGL or Umbrella Liability limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, or damage to the named insured's work, when those exposures exist.

(5) The CONTRACTOR'S Commercial General Liability insurance shall be primary as respects Brunswick Regional Water & Sewer, its officers, officials, agents, and employees. Any other insurance

or self-insurance maintained by Brunswick Regional Water & Sewer, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(6) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer, its officers, officials, agents and employees for losses arising from work performed by the CONTRACTOR for Brunswick Regional Water & Sewer.

(b) WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

(1) CONTRACTOR shall maintain Workers' Compensation as required by the general statutes of the State of North Carolina and Employer's Liability Insurance.

(2) The Employer's Liability, and if necessary, Commercial Umbrella Liability insurance shall not be less than \$500,000 each accident for bodily injury by accident, \$500,000 each employee for bodily injury by disease, and \$500,000 policy limit.

(3) The insurer shall agree to waive all rights of subrogation against Brunswick Regional Water & Sewer, its officers, officials, and employees for losses arising from work performed by the CONTRACTOR for Brunswick Regional Water & Sewer.

(c) BUSINESS AUTO LIABILITY

(1) CONTRACTOR shall maintain Business Auto Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident.

(2) Such insurance shall cover liability arising out of any auto, including owned, hired, and non-owned autos.

(3) Business Auto coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in ISO form CA 00 01.

(4) Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached when those exposures exist.

(5) CONTRACTOR waives all rights against Brunswick Regional Water & Sewer, its officers, officials, agents and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by CONTRACTOR pursuant to Section 11.C.1 of this agreement.

(6) The CONTRACTOR'S Business Auto Liability insurance shall be primary as respects Brunswick Regional Water & Sewer, its officers, officials, agents, and employees. Any other insurance or self-insurance maintained by Brunswick Regional Water & Sewer, its officers, officials, and employees shall be excess of and not contribute with the CONTRACTOR'S insurance.

(d) DEDUCTIBLES AND SELF-INSURED RETENTIONS.

The CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject, whether or not Brunswick Regional Water & Sewer is an insured under the policy.

(e) MISCELLANEOUS INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

(1) Each insurance policy required by this contract shall be endorsed to state that coverage shall not be canceled by either party except after 30 days prior written notice has been given to Brunswick Regional Water & Sewer, P.O. Box 2230, Leland, NC 28451.

(2) If CONTRACTOR'S liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

(f) ACCEPTABILITY OF INSURERS.

Insurance is to be placed with insurers licensed to do business in the State of North Carolina with an A.M. Best's rating of no less than A VII unless specific approval has been granted by Brunswick Regional Water & Sewer.

(g) EVIDENCE OF INSURANCE

(1) The CONTRACTOR shall furnish Brunswick Regional Water & Sewer with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements prior to commencing the work, and thereafter upon renewal or replacement of each certified coverage until all operations under this contract are deemed complete.

(2) Evidence of additional insured status shall be noted on the certificate of insurance.

(3) With respect to insurance maintained after final payment in compliance with requirements, an additional certificate(s) evidencing such coverage shall be provided to Brunswick Regional Water & Sewer with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the period for which such insurance must be maintained.

(h) SUBCONTRACTORS

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. Commercial General Liability coverage shall include independent CONTRACTORS' coverage, and the Contractor shall be responsible for assuring that all subcontractors are properly insured. Additional insured status for both ongoing and completed operations, in favor of Brunswick Regional Water & Sewer, its officer, officials, agents and employees, will be carried by Subcontractors performing installation.

(i) CONDITIONS

(1) The insurance required for this contract must be on forms acceptable to Brunswick Regional Water & Sewer.

(2) The CONTRACTOR shall provide that the insurance contributing to satisfaction of insurance requirements in shall not be canceled, terminated or modified by the CONTRACTOR without prior written approval of Brunswick Regional Water & Sewer.

(3) The CONTRACTOR shall promptly notify Milton R. Lane, Assistant Director of Operations at (910) 279-4571 of any accidents arising in the course of operations under the contract causing bodily injury or property damage.

(4) Failure of Brunswick Regional Water & Sewer to demand a certificate of insurance or other evidence of full compliance with these insurance requirements or failure of Brunswick Regional Water & Sewer to identify a deficiency from evidence that is provided shall not be construed as a waiver of CONTRACTOR'S obligation to maintain such insurance.

(5) By requiring insurance herein, Brunswick Regional Water & Sewer does not represent that coverage and limits will necessarily be adequate to protect the CONTRACTOR and such coverage and limits shall not be deemed as a limitation of CONTRACTOR'S liability under the indemnities granted to Brunswick Regional Water & Sewer in this contract.

(6) Brunswick Regional Water & Sewer shall have the right, but not the obligation of prohibiting CONTRACTOR or any subcontractor from entering the project site or withhold payment until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Brunswick Regional Water & Sewer.

8. Terms to be Incorporated in Contract: Contractor and H2GO agree that the terms of this Contract shall be incorporated by reference into each contract for specific work that must be established by and formally identified in a **Contractor Work Order Statement (description and estimated cost of work to be performed) and a H2GO purchase order.**

9. Performance Bond If required, Contractor shall furnish a Performance Bond and Payment Bond executed by a surety company authorized to do business in North Carolina. The bonds shall be in the full contract amount. All bonds shall be countersigned by an authorized agent of the bonding company who is licensed to do business in North Carolina. In case of default of the Contractor, H2GO may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned through the default. Failure to satisfactorily perform the services required by the contract for each project will be grounds for H2GO to declare the Contractor in default. H2GO will initiate the recommendation for cancellation if the services are found to be unsatisfactory or the Contractor is in default of the contract.

10. Federal and State Legal Compliance.

The Contractor shall comply with all applicable federal, state, and local laws, statutes, regulations, rules, ordinances, and standards, including but not limited to those relating to environmental protection, public health and safety, hazardous or toxic substances, solid and hazardous waste, air quality, water quality, and pollution control, as may be applicable to the Work.

This Section establishes the Contractor's **general legal compliance obligations** for all Work performed under this Contract, regardless of funding source.

Additional environmental reporting, notification, and flow-down requirements applicable to federally funded or FEMA-reimbursable work are addressed separately in Section 11 and shall apply only when federal funding is involved.

11. Federal and FEMA Compliance Requirements

This contract could be used during events that are reimbursed by FEMA. All Federal contract terms shall apply in these instances. If a state of emergency has been declared by the President of the United States, the Federal Terms and Conditions shall automatically go into effect. Said terms are outline in

more detail in Exhibit C attached hereto and incorporated herein.

12. E-Verify: Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, should Contractor utilize a subcontractor(s), Contractor shall require the subcontractor(s) to comply with the requirements of Article 2, Chapter 64 of the General Statutes. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
13. Amendment: This Contract may be amended in writing by mutual agreement of H2GO and Contractor.
14. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term as described herein.
 - **Termination for Federal Convenience.** When this Contract or any Work Order is funded in whole or in part with federal funds, the Owner may terminate the Contract or Work Order **for the convenience of the federal government** in accordance with 2 C.F.R. § 200.340.
15. Interpretation/Venue: All the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts of law principles and subject to the exclusive jurisdiction of federal or state courts within the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. The place of this Agreement, its situs and forum, shall be Leland, Brunswick County, North Carolina, and in said County and State shall all matters, whether sounding in contract or tort relating to the validity, construction, interpretation or enforcement of this Agreement be determined.
16. Preference: In the event that the terms of any exhibit that may be attached hereto or of any Contractor Work Order Statement pursuant to this Contract are not consistent with the terms of this Contract, this Contract shall have preference; provided that where either any exhibit attached hereto, a Contractor Work Order Statement, or this Contract establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
17. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
18. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
19. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
20. Conflict of Interest No paid employee of H2GO shall have a personal or financial interest, direct or indirect, as a contracting party or otherwise, in the performance of this contract.

21. Non-Waiver of Rights It is agreed that H2GO'S failure to insist upon the strict performance of any provision of this contract, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this contract.
22. Findings Confidential: All the information, reports, cost estimates, plans, specifications and documents prepared or assembled by the Contractor under this contract are the property of H2GO. The Contractor agrees that any such documents shall not be made available to any individual or organization other than appropriate H2GO officials without prior written approval of H2GO. Nothing contained in this paragraph shall be construed to prevent the Contractor from making information, reports and documents available to those individuals or firms directly concerned with the project involved with prior written agreement of H2GO.
23. Subcontracts: The Contractor shall utilize no subcontracts for carrying out the services to be performed under this contract without the written approval of H2GO. All subcontracts shall include **all FEMA, federal, and state contract provisions** applicable to the work, including 2 C.F.R. Part 200 requirements. The Contractor shall be responsible for subcontractor compliance.
24. Binding Effect: This contract shall be binding upon the heirs, successors, assigns, agents, officials, employees, independent Contractors, and subcontractors of the parties.
25. Continuing Obligation: The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.
26. Reference: Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the contract.
27. Immunity Not Waived: This contract is governmental in nature for the benefit of the public and is not intended to be for private profit or gain. Any fees charged hereunder are intended to reflect as closely as possible H2GO'S actual cost and neither party intends to waive its sovereign immunity by reason of this contract.
28. Non-Appropriations Clause: In the event no H2GO funds or insufficient H2GO funds are appropriated or otherwise available by any means whatsoever in any fiscal year for any payment due under this Agreement, then H2GO will immediately notify CONTRACTOR of such occurrence and this Agreement shall create no further obligation of H2GO as to such fiscal year and shall be null and void, except as to the portions of payments for which funds shall have been appropriated and budgeted. In such event, this Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to H2GO of any kind whatsoever.
29. Counterparts: This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.
30. No Publicity: No advertising, sales promotion or other materials of the Contractor or its agents or representations may identify or reference this Contract or H2GO in any manner absent the written consent of H2GO. Notwithstanding the forgoing, the parties agree that the Contractor may list H2GO as a reference in responses to requests for proposals and may identify H2GO as a customer in presentations to potential customers.
31. H2GO Not Liable For Special or Consequential Damages: H2GO shall not be liable to the Contractor, its agents or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of H2GO, or any other consequential, indirect or special damages or lost

profits related to this Contract.

32. No Presumption: None of the Parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.
33. Public Records Contractor acknowledges that H2GO is a public entity, subject to North Carolina's public records laws (N.C.G.S. § 132) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must notify H2GO and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

In the event H2GO determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, H2GO, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email, or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, H2GO may release the information without further notice to Contractor.

34. Authority to Act . Each of the persons executing this Agreement on behalf of CONTRACTOR does hereby covenant, warrant and represent that the Contractor is a duly organized and validly existing legal entity authorized to transact business within the State of North Carolina, that the Contractor has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the Contractor were authorized to do so.

THE FOLLOWING IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, H2GO has caused this contract to be duly executed in its name and the CONTRACTOR has caused this contract to be duly executed in its name and behalf.

BRUNSWICK REGIONAL WATER & SEWER –
H2GO

By: _____
Bob Walker, Executive Director

Date: _____

(SEAL)

ATTEST:

Deana Greiner, Clerk to the Board

Date: _____

FINANCE OFFICER’S CERTIFICATION STATEMENT

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Dated: _____

Jennifer J. Phillips, Finance Director

Federal Tax ID: #56-1440380

By: _____

Print Name and Title

Date: _____

License No. _____

EXHIBIT "C"

Federal and FEMA Compliance Requirements

A. Emergency and FEMA Procurement Authority

This Contract may be utilized during **declared local, state, or federal emergencies**, including events eligible for FEMA Public Assistance reimbursement.

Issuance of Work Statement Orders under emergency conditions may be conducted pursuant to:

- N.C.G.S. § 143-129.6 (emergency procurement)
- N.C.G.S. § 160A-16 and § 166A (emergency management)
- 2 C.F.R. § 200.320(f) (noncompetitive procurement under exigent circumstances)

The Contractor acknowledges that **costs must be reasonable, necessary, and allocable**, and that FEMA reimbursement is **not guaranteed**.

B. Cost Allowability and Payment Requirements

For FEMA-eligible work:

- Time-and-material contracts shall be used only when no other contract type is suitable, and shall include:
 - A not-to-exceed ceiling price
 - FEMA-required cost documentation
- Equipment rates shall comply with:
 - FEMA Equipment Rate Schedule, or
 - Actual documented costs, if lower
- Force account labor, materials, and equipment must be separately tracked

The Contractor shall maintain daily logs, including:

- Labor classifications and hours
- Equipment usage
- Materials used
- Work location and description

Failure to maintain required documentation may result in non-reimbursement and non-payment.

C. Records Retention and Access

The Contractor shall maintain all records related to work performed under this Contract for a minimum of six (6) years after final payment or FEMA closeout, whichever is later.

The Contractor agrees that H2GO, FEMA, the U.S. Department of Homeland Security, the Office of Inspector General, the North Carolina State Auditor, and the Comptroller General of the United States shall have the right of access to:

- Books
- Documents
- Papers
- Accounting records

for purposes of audit, examination, excerpts, and transcription.

D. Davis-Bacon and Labor Standards

When applicable to federally funded construction work subject to the Davis-Bacon Act, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141–3148) and related U.S. Department of Labor regulations.

The Owner reserves the right to apply Davis-Bacon wage determinations to any Work Order funded in whole or in part by FEMA, unless a written FEMA exemption applies. Compliance includes certified payrolls, wage interviews, and posting requirements.

E. Equal Opportunity Clause :

During the performance of this contract, and to the fullest extent permitted by law, the Contractor agrees as follows:

- (1) 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 nondiscrimination clause.
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.
- (2) 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.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided 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.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination 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 Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, 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 noncompliance.

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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the

equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, as amended by Executive Order 14173 of January 21, 2025, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

F. Contract Work Hours and Safety Standard Clause

When applicable to federally funded construction work subject to the Davis-Bacon Act, Contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations 29 C.F.R. Part 5.

- (1) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section.
- (5) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
 - i. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part; Contract Provisions Guide 15
 - ii. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - iii. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - iv. Informing any other person about their rights under CWHSSA or this part.

G. Clean Air Act (FEMA – Funded Work Only)

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.

The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Federal Water Pollution Control Act

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.

The Contractor agrees to report each violation to the Owner and understands and agrees that the Owner will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by Owner. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Owner, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C 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.”

J. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 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.

K. Recovered/Recycled Materials

1. 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—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- ii. Information about this requirement, along with the list of EPA designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

L. Domestic Preferences for Procurement (2 C.F.R. § 200.322)

The Contractor should, to the greatest extent practicable and consistent with law, 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: 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.

M. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause.

a. Prohibitions.

- i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- ii. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of

- any system, or as critical technology of any system;
 - 2. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- b. Exceptions.
- i. This clause does not prohibit contractors from providing:
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 25
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - a. Are not used as a substantial or essential component of any system; and
 - b. Are not used as critical technology of any system.
 - 2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- c. Reporting requirement.
- 1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - 2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
 - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily

available information about mitigation actions undertaken or recommended.

ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments