



BERKELEY-CHARLESTON-DORCHESTER
COUNCIL OF GOVERNMENTS

PLANNING, PARTNERSHIP & PROSPERITY

REQUEST FOR PROPOSAL

Turnkey Level II Electric Vehicle Charging

Issued: July 18, 2025

Responses Due: August 6, 2025

CONTACT:

Jason McGarry
Procurement/Contracts Administrator
jasonm@bcdcog.com

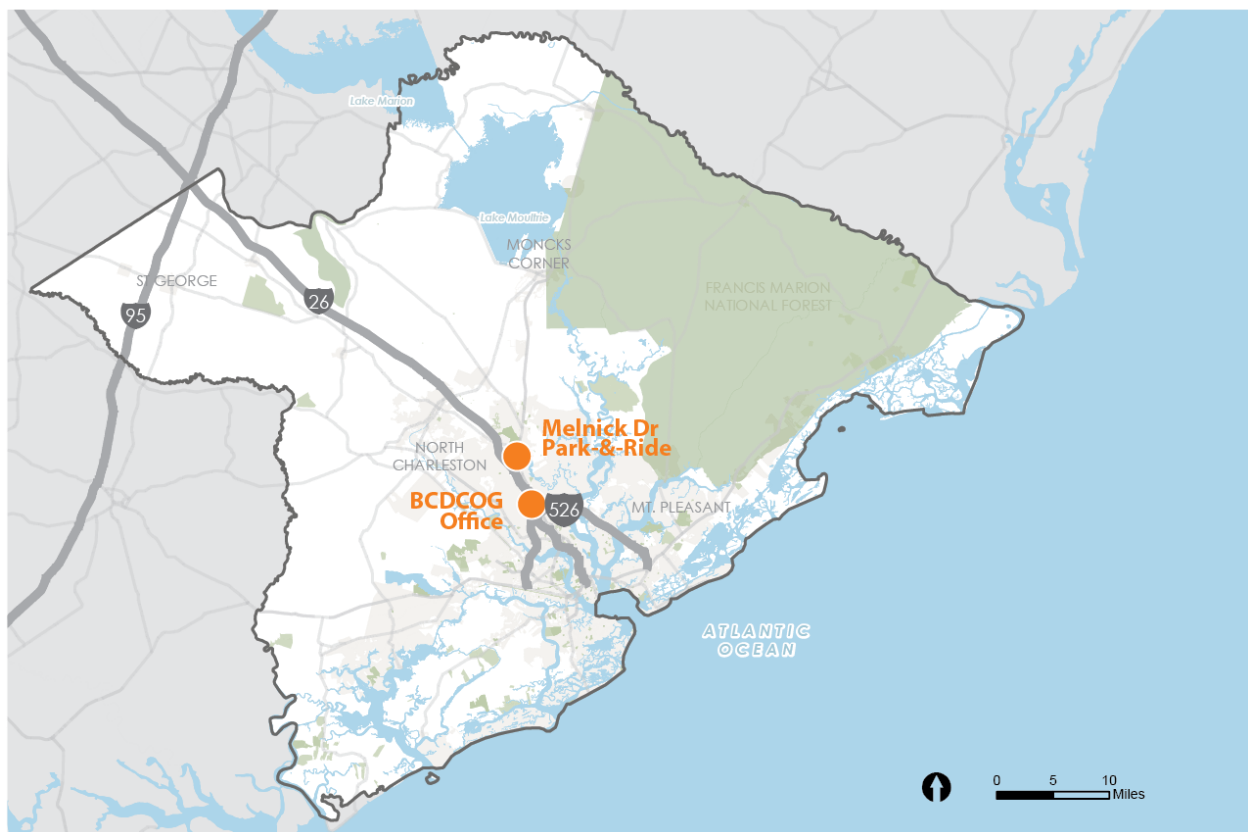
Contents

About BCDCOG.....	3
Overview.....	4
Locations.....	5
Anticipated Schedule	8
Subcontractor & Vendor Requirements	9
Scope of Work.....	10
Proposal Elements	17
Evaluation Criteria	18
Additional Requirements.....	18
Question Submission Process	19
Proposal Submission Process	19
Appendix - Federal Required Clauses for Third-Party Contractors and Sub-Agreements	20

About BCDCOG

BCDCOG is the regional planning agency for Berkeley, Charleston, and Dorchester counties in South Carolina. Our agency is a voluntary association of, by, and for local governments to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development. Our purpose is to strengthen both the individual and collective power of local governments and to help them recognize regional opportunities, eliminate unnecessary duplication, and make joint decisions. To meet this purpose, BCDCOG provides services across a wide range of fields, including community development, economic development, environmental planning, land use planning, transportation planning, and workforce development. In addition, BCDCOG administers our region's urban public transit system, Charleston Area Regional Transportation Authority (CARTA), and our region's rural public transit system, TriCounty Link.

Figure 1: BCD Region, general project locations



Overview

BCDCOG is requesting proposals from qualified Contractor or team of Contractors for turn-key Level II networked pedestal-mounted electric vehicle charging stations at two locations in North Charleston, SC, for commercial use by the general public. For this RFP, **turn-key** is defined as the design, permitting, installation, operation, and maintenance of equipment and software.

Purpose

The objective of this project is to increase the accessibility of electric vehicle charging equipment in the Berkeley-Charleston-Dorchester region for use by the public.

According to the U.S. Department of Energy, hybrid and plug-in electric vehicles are more fuel efficient and emit fewer greenhouse gas emissions than their gas and diesel counterparts. Depending on how drivers operate the vehicles, the typical plug-in electric light-duty vehicle gets the equivalent of 130 miles per gallon.¹ Despite these benefits and their associated cost savings, consumers in South Carolina have been slow to purchase electric vehicles.²

A survey by Consumer Report found that charging and range anxiety remained the greatest barriers to purchasing an electric vehicle, with 61% of survey respondents identifying these factors as the leading reasons preventing them from making the transition. To address this concern, almost half (45%) of survey respondents noted that greater access to electric vehicle charging equipment would likely encourage them to buy or lease an electric vehicle.³

By increasing the accessibility of public electric vehicle charging, BCDCOG intends to support the electrification of light-duty vehicles and reduce greenhouse gas emissions in the transportation sector, consistent with the CHATS *Long-range Transportation Plan*.

¹ U.S. Department of Energy, Alternative Fuels Data Center. "Electric Vehicle Benefits & Considerations". Accessed 10/9/2024. <https://afdc.energy.gov/fuels/electricity-benefits>

² U.S. Department of Energy, Alternative Fuels Data Center. "Electric Vehicle Registrations by State". Accessed 10/9/2024. < <https://afdc.energy.gov/data/10962> >

³ Bartlett, Jeff S. "More Americans Would Buy an Electric Vehicle, and Some Consumers Would Use Low-Carbon Fuels, Survey Shows". Consumer Reports. 7/7/2022. <<https://www.consumerreports.org/cars/hybrids-evs/interest-in-electric-vehicles-and-low-carbon-fuels-survey-a8457332578/>>

Funding Source

Through the Bipartisan Infrastructure Law, the U.S. Department of Energy allocated federal funding to the **South Carolina Office of Regulatory Staff's Energy Office (SCEO)** to administer subgrant awards through the "South Carolina Energy Efficiency & Conservation Block Grant" (SC EECBG) program. The purpose of the program is to improve energy efficiency, reduce energy use, cut carbon emissions, and build a cleaner and more equitable energy economy.

SCEO awarded BCDCOG a subgrant in 2024 for the design, permitting, installation, operation, and maintenance of **Level II** electric vehicle charging stations in North Charleston, SC.

The requirements for submitting a proposal are stated with the following Request for Proposal (RFP). This RFP has been developed in accordance with the procurement guidelines of the Department of Energy (DOE) and those related to State and Local Government. Details are described herein, and should be followed accordingly.

Limitations

Issuance of this request for proposals does not obligate BCDCOG to select a Contractor, and BCDCOG reserves the right to reject any or all proposals. All costs associated with proposal preparation are the sole responsibility of the Contractor. Following acceptance of a proposal, but prior to entering into a contract, BCDCOG reserves the right to modify any part of the proposal to satisfy updated requirements from SCEO.

Locations

The two locations for electric vehicle charging stations are listed in the table below:

Site	Location	Address	Number of Charging Ports
1	Melnick Drive Park-&-Ride Lot	2150 Melnick Dr North Charleston, SC 29406	4 ports
2	BCDCOG Office Parking Lot	5790 Casper Padgett Way North Charleston, SC 29406	2 ports

These two sites are managed by BCDCOG and remain open and available to charging station users 24/7/365.

Site 1: Melnick Drive Park-&-Ride Lot

The first location is a dedicated Park-&-Ride lot that primarily serves riders on CARTA Bus Route 10 and acts as a transfer point for passengers connecting between CARTA and TriCounty Link.

Target users for the electric vehicle charging ports at this site are commuters leaving their vehicles at the Park-&-Ride lot during the work day and employees at nearby businesses.

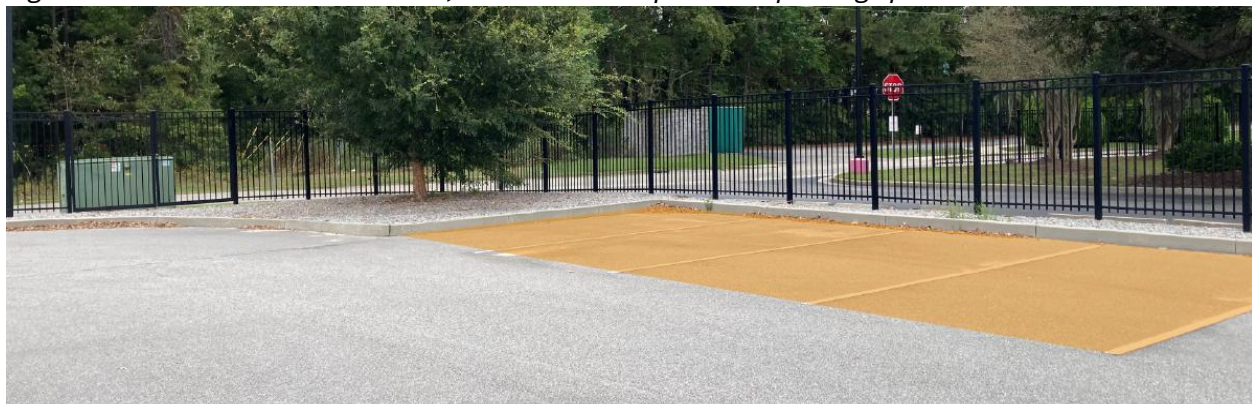
The **preferred parking spaces** within the lot are in the northwest corner based on proximity to existing utility infrastructure and visibility from S. Antler Drive. The specific location of the charging stations within the Park-&-Ride lot is flexible if other existing parking spaces would better serve commuters or would be more cost effective to implement.

Figure 2 shows an aerial view of the Park-&-Ride lot, and **Figure 3** highlights the four (4) preferred parking spaces within the lot for placement of the Level II charging equipment.

Figure 2: Melnick Drive Park-&-Ride, aerial view of 4 preferred parking spaces



Figure 3: Melnick Drive Park-&-Ride, street view of 4 preferred parking spaces



Site 2: BCDCOG Office Parking Lot

The second location is the BCDCOG office parking lot adjacent to the I-26 / Remount Road interchange. The office building is next to the North Charleston Public Works building and the North Charleston Athletic Center. The I-26 corridor near the BCDCOG office is a designated Alternative Fuels Corridor (AFC).

Target users for the electric vehicle charging ports at this site are people attending meetings and events at the BCDCOG office, North Charleston Public Works building, and the North Charleston Athletic Center. Additional targets users of the site include employees located in these buildings and motorists along I-26.

The **preferred parking spaces** within the lot are in the northwest corner based on proximity to existing utility infrastructure and visibility from the I-26 / Remount Road interchange. The specific location of the charging stations within the BCDCOG office parking lot is flexible if other existing parking spaces would be more visible to the target users or would be more cost effective to implement.

Figure 4 shows an aerial view of the BCDCOG parking lot, and

Figure 5 highlights the two (2) preferred parking spaces within the lot for placement of the Level II charging equipment.

Figure 4: BCDCOG Office, aerial view of 2 preferred parking spaces



Figure 5: BCDCOG Office, street view of 2 preferred parking spaces



Anticipated Schedule

BCDCOG anticipates following the procurement and installation schedule in the table below for this project.

Task	Date
RFP released	July 18, 2025
Proposal deadline	August 6, 2025 by 3:00 PM
Contractor selected	August 2025
Equipment delivery + permitting	TBD
Equipment installation and inspection	TBD
Operations and maintenance	TBD

Subcontractor & Vendor Requirements

The Contractor may submit a proposal in which all services, equipment, and supplies are manufactured and supplied by the Contractor or one of its team members.

Alternatively, the Contractor may submit a proposal in which it will obtain services, equipment, or supplies from one or more third party vendors. All equipment and materials procured through a **third party** must comply with applicable federal and state laws, regulations, and standards, including, but not limited to 2 CFR Part 200.

2 CFR Part 200 (as amended by 2 CFR Part 910) documents the General Procurement Standards of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. If the Contractor procures services, equipment, or supplies from a third-party vendor not included as a team member in their proposal – including, but not limited to EVSE, networking software, raw materials, site design services, electrician services, and construction labor – the Contractor must comply with the following federal requirements summarized below and detailed in the Appendix.

- Competition: The contractor must solicit multiple bids or proposals from qualified electric vehicle supply equipment vendors using a fair, transparent, and non-discriminatory process. The Contractor will be responsible for providing adequate documentation of this full and open competitive process.
- Cost Reasonableness: The Contractor must demonstrate the price of the hardware is reasonable, based on market comparisons, historic prices, or industry standards.

The Contractor must also comply with the **Davis-Bacon Act**, which requires all laborers and mechanics employed in performance of construction, alteration, or repair work greater than \$2,000 shall be paid wages at rates not less than those prevailing on similar projects in the locality. See the Appendix for more information.

Lastly, all projects involving the construction, alteration, maintenance or repair of public-owned or public-serving infrastructure are subject to **Build America, Buy America (BABA)** requirements. BABA guidelines are described in greater detail in the EECBG Administrative and Legal Requirements Document. The U.S. Department of Transportation published a Waiver of Buy America Requirements for electric vehicle chargers in February 2023. As of November 8, 2024, BCDCOG's EECBG-funded qualified for the U.S. Department of Energy's Small Grants Waiver of BABA requirements.

Scope of Work

Site Assessment

The selected Contractor will conduct thorough in-person site assessments to ensure the two site locations will meet all technical, safety, and regulatory requirements for installation of the electric vehicle supply equipment (EVSE). These site assessments will be used to identify opportunities to minimize installation costs, improve the user experience, and mitigate safety risks. In addition, the site assessment may be used to anticipate permitting hurdles to ensure compliance with applicable federal and state regulations.

During the site assessment, opportunities to improve the effectiveness of the project may include selecting alternative parking spaces within the identified parking lots that improve the following site conditions:

- Minimize the distance between EVSE and the charging stations
- Minimize trenching and repairs to landscaping or hardscaping
- Improve physical accessibility for charging station users
- Improve proximity to lighting
- Ensure visibility of the stations from the adjacent roadway
- Improve cellular signal and wireless service strength
- Help mitigate access issues for emergency responders in the event of a fire

Permitting

The Contractor will be responsible for administrative and coordination activities related to submittal of applicable federal and state permits.

Projects that include groundbreaking activities may require **National Environmental Policy Act** (NEPA) approvals. The Federal Highway Administration's fact sheet on [Electric Vehicle Charging infrastructure & the National Environmental Policy](#) states that, in most instances, electric vehicle charging stations will be eligible for a Categorical Exclusion (CE). To receive a CE, the Contractor may need to demonstrate that the project sites:

- Are located in a previously developed area
- Are located outside of floodplains
- Are not located on a Section 4(f) protected property (park, wildlife refuge, etc.)
- Will not intrude on the habitats of threatened or endangered species

- Will not create a visible intrusion on historic properties.⁴

Projects with the potential to cause adverse effects on historic properties will require submission of a **National Historic Preservation Act** (NHPA) Section 106 review form for review and approval by the South Carolina State Historic Preservation Office. The Advisory Council on Historic Preservation (ACHP) published an approved exemption in the Federal Register (November 2, 2022) that releases all federal agencies from the Section 106 requirements for the placement and installation of EVSE. For more information about activities exempt under NHPA, please review:

https://www.energy.gov/sites/prod/files/2014/01/f7/state_historic_preservation_pro_grammatic_agreement_sc.pdf

The Contractor will be responsible for securing all relevant **electrical permits**.

The Contractor must factor in sufficient time for the permitting process, including requests for NEPA CE, NHPA Section 106 exemptions, and electrical permits. The Contractor will be responsible for coordinating with the appropriate regulatory bodies to ensure that any required permits are obtained prior to installation. If environmental or historical impacts are identified, the Contractor must propose and incorporate into the project design any necessary mitigation measures to reduce or eliminate the negative impacts during installation or operation.

⁴ The Environmental Protection Agency maintains the NEPAssist webtool that illustrates critical habitats, wetlands, federal lands, locations on the National Register of Historic Places, and Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) data.

Hardware, Accessories, & Utilities

The Contractor will be responsible for obtaining Level II EVSE **hardware and accessories** that meet the technical specifications listed in the table below.

Specification	Requirement
AC Level II (208 volts or 240 volts)	Required
Continuous power delivery rating of at least 6 kW and be able to provide at least 6 kW per port simultaneously across all ports	Required
Permanently attached connectors that meet SAE J1772 standards	Required
Rated by NEMA or an equivalent standard for outdoor use	Required
Certified by Underwriters Laboratory (UL) or an equivalent standard	Required
Hardware capabilities must conform to ISO 15118-2 in order to implement basic power management and authentication functions	Required
Hardware capabilities must conform to ISO 15118-20 to be ready to implement advanced features when needed	Required
Conformance testing for hardware should follow ISO 15118-5	Required
Storage and operating conditions must be able to withstand temperature, humidity, wind, and precipitation conditions at the project sites	Required
Wheel stops and bollards	<i>Preferred</i>
Vandalism resistant features	<i>Preferred</i>
Free-standing pedestal mount and suitable mounting foundation/pad	<i>Preferred</i>
Cable management system with reel and retractor	<i>Preferred</i>
ENERGY STAR certification	<i>Preferred</i>

The Contractor should be able to obtain and deliver the equipment within 120 days of receiving a Notice to Proceed. After installation, BCDCOG will retain ownership of all hardware.

The Contractor will be responsible for procuring all necessary **utility connections/conduit, utility input equipment, meter assemblies, breakers, and electrical services** to ensure the safety and proper operation of the electric vehicle supply equipment hardware and software. This includes electrical infrastructure, service upgrades and installations, trenching, landscaping or hardscaping, and any applicable connection fees. The Contractor must work closely with local utility providers to ensure that all required connections are feasible and comply with utility regulations and requirements. The Contractor must ensure that all necessary permits, approvals, and inspections are obtained in accordance with local, state, and federal guidelines.

Communication

The Contractor will be responsible for securing wired or wireless **internet connections, networking software, and administrative control systems** that meet the technical specifications listed in the table below.

Specification	Requirement
Conform to ISO 15118-3	Required
Conform to ISO 15118-2 and be capable of Plug & Charge	Required
Conformance testing should follow ISO 15118-4	Required
Open Charge Point Protocol (OCPP) 2.0.1 or higher	Required
Must be capable of communicating with other charging networks in accordance with Open Charge Point Interface (OCPI) 2.2.1	Required
Ability to provide data on charging use for intervals with a granularity of no longer than 30 minutes	Required
Data communication capabilities (WiFi, cellular, or wired)	Required
Must be designed to securely switch charging network provider without any changes to hardware.	Required
Chargers must have the ability to receive and implement secure, remote software updates and conduct real-time protocol translation, encryption and decryption, authentication, and authorization in their communication with charging networks	Required
Support remote charger monitoring, diagnostics, control, and smart charge management	Required
Chargers and charging networks must securely measure, communicate, store, and report energy and power dispensed, real-time charging port status, real-time price to the customer, and historical charging-port uptime	Required

The software must comply with applicable data security and privacy standards, including compliance with Federal Information Security Modernization Act (FISMA) and other federal cybersecurity standards.

BCDCOG will retain ownership of data with no periodic costs or subscriptions. Available data fields must meet the minimum standards in 23 CFR 680. If no real-time user interface is available to BCDCOG for monitoring charging station usage and up-time, the Contractor will be required to provide this data to BCDCOG on request to complete internal reporting and EECBG reporting needs.

Payment & Program Income

The Contractor must conform to **payment system** requirements documented in 23 CFR 680. These requirements include:

- Must provide for secure payments
- Must accept contactless payment via major debit and credit cards
- Must not require a membership to use the charging stations
- Should consider features that improve the accessibility of payment systems, including multi-lingual interface options and access to an automated toll-free phone number or short messaging system (SMS) to complete payments

The Contractor must also conform to **program income** requirements documented in 23 CFR 680 and applicable state law.

Site Design, Installation, & Inspection

The Contractor will be responsible for site design and installation of hardware, accessories, utilities, and communication systems.

To the greatest extent practicable, the Contractor must make efforts for the **site design** to conform with the U.S. Access Board's proposed rules for accessible electric vehicle charging station design.

Installation should begin within 90 days of completion of permitting and delivery of equipment. The Contractor will be responsible for ensuring the workforce implementing utility work and installing charging stations has the appropriate licenses, certifications, and training required by 23 CFR 680. This training can be completed through EVITP or a registered apprenticeship program for **electricians** that includes electric vehicle charger-specific training and was developed as part of the national guidance standard approved by the U.S. Department of Labor in consultation with the U.S. Department of Transportation. If the site requires more than one electrician, at least one electrician must meet the above requirements and at least one must be enrolled in an electrical registered apprenticeship program. All other on-site, **non-electrical workers** must have appropriate licenses, certifications, and training, as required by the State of South Carolina.

BCDCOG will be responsible for **signage** and pavement markings. BCDCOG will work with SCEO's PluginSC program to obtain standardized electric vehicle charging station signage so that the charging stations are easily identifiable. Sign specifications and pavement markings will follow SCEO's Pavement Markings & Parking Signage Quick Guide and will be compatible with MUTCD Part 750.

The Contractor will be responsible for participating in all required **inspections**. The South Carolina Energy Office will conduct an on-site project monitoring/inspection visit after installation.

Operation & Maintenance

The Contractor will be responsible for the operation and maintenance of the charging stations. The Contractor should propose a 5-year or 10-year **contract** for operation and maintenance of the charging stations. Proposals may include the option to renew the operation and maintenance contract beyond the initial contract period. Ongoing **network software and connectivity fees** should be included in the monthly operation and maintenance costs. All operation and maintenance workers must meet the same qualifications noted in the Site Design, Installation, & Inspection section.

The Contractor must ensure that the EVSE includes an appropriate **warranty**.

The Contractor must ensure that each charging port has an average annual uptime of greater than 97%. A charging port is considered “up” when its hardware and software are both online and available to use, or in use, and the charging port successfully dispenses electricity in accordance with requirements for minimum power level. The Contractor should put in place appropriate mechanisms to report outages, malfunctions, and other issues with charging infrastructure to BCDCOG and the general public.

Proposal Elements

The Contractor must submit a proposal that contains the following elements. Proposals should be in PDF format and no more than 15 pages.

Contractor Profile

Document basic information about the primary contractor and all subcontractors.

Sub-element
Name of business or organization
Year in which organization was established
Project role (primary contractor, subcontractor, vendor, etc.)
Mailing address
Web address (if applicable)
Name, phone number, and email address for primary point of contact
SCDOT DBE certification status

Experience

Document your team's experience with the design, permitting, installation, operation, and maintenance of Level II charging station equipment and software. Provide brief examples of relevant projects and references. Please indicate if your team does not have experience with one or more components of this RFP. Highlight any additional information you would like BCDCOG to know that differentiates your team.

Approach

Describe your team's approach to implementing the scope of work included in this RFP. Please include which team members will be responsible for individual tasks. If the primary contractor will procure services, equipment, or supplies from a third-party vendor, please indicate your approach to providing a competitive and transparent process that is compliant with 2 CFR 200. Please describe your maintenance plan in detail.

Specifications

Provide the technical specifications for the EVSE and communication systems.

Cost Worksheet

Provide a detailed cost proposal. The Contractor's proposal must provide sufficient detail to permit easy identification of the costs of individual project components, including per-unit hardware, software costs, fees, labor, and program income, to the extent practicable.

Schedule

Provide a list of all major project milestones.

Evaluation Criteria

BCDCOG retains the right to reject all proposals, select part of one or more proposals, or to re-solicit if deemed to be in its best interests. Selection is dependent on the execution of a mutually acceptable contract BCDCOG and the successful responder.

Criteria	Sub-criteria	Weight
Experience	-	20%
Approach	Site Assessment	5%
	Permitting	5%
	Utilities	5%
	Payment System	5%
	Site Design, Installation, & Inspection	5%
	Operation, Maintenance, & Warranty	10%
Specifications	Hardware & Accessories	10%
	Communication System	10%
Costs & Program Income	-	20%
DBE Participation (bonus)		5%
Total		100%
Schedule	-	

BCDCOG's selection committee will evaluate all responsive proposals received by the proposal deadline using the evaluation criteria and weighting in the above table. The costs, business model for program income, and schedule will be evaluated to ensure they meet available funds and EECBG program requirements.

Additional Requirements

Signature Requirement

Proposals must be signed by a duly authorized official of the responder. Consortia, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity, which shall not be a subsidiary or affiliate with limited resources. Each proposal should indicate the entity responsible for execution on behalf of the proposal team.

Question Submission Process

Questions may be submitted in writing no later than 3:00 PM (EST) on July 30, 2025 to Jason McGarry by email (jasonm@bcdcog.com). Addenda to this RFP, including responses to submitted questions, will be posted on BCDCOG's procurement webpage (<https://bcdcog.com/procurement/>)

Proposal Submission Process

One (1) digital Proposal shall be emailed no later than **3:00 p.m. EST on August 6, 2025**, to jasonm@bcdcog.com. Any proposals received after the scheduled deadline on the closing date will be immediately disqualified in accordance with BCDCOG policies. Each proposal shall state that it is valid for a period of not less than ninety (90) days from the date of receipt.

Appendix - Federal Required Clauses for Third-Party Contractors and Sub-Agreements

No Federal Government Obligation to Third Parties

Berkeley-Charleston-Dorchester Council of Governments and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

False Statements or Claims Civil and Criminal Fraud

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq., apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federally assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right A-55 to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance., the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Third Party Contract Records

Contractor agrees to provide Berkeley-Charleston-Dorchester Council of Governments, the DOE Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than five years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until Berkeley-Charleston-Dorchester Council of Governments, the DOE Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

Changes to Federal Requirements

Contractor shall at all times comply with all applicable DOE regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the agreements between Berkeley-Charleston-Dorchester Council of Governments, and SCEO and USDOE, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

Civil Rights

The contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (Pub. L.88-352), Section 16 of the Federal Energy Administration Act of 1974 (Pub.L.93-275), Section 401 of the Energy Reorganization Act of 1974 (Pub.L.93-438),

Title IX of the Education Amendments of 1972, as amended (Pub.L.92-318, Pub.L.93-568, and Pub.L.94-482), Section 504 of the Rehabilitation Act of 1973 (Pub.L.93-112), the Age Discrimination Act of 1975 (Pub.L.94-135), Title VIII of the Civil Rights Act of 1968 (Pub.L.90-284), the Department of Energy Organization Act of 1977 (Pub.L.95-91), and the Energy Conservation and Production Act of 1976, as amended (Pub.L.94-385) and Title 10, Code of Federal Regulations, Part 1040.

In accordance with the above laws and regulations issued pursuant thereto, the Applicant agrees to assure that no person in the United States shall, on the ground of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity in which the Applicant receives Federal assistance from the Department of Energy.

Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

1. **Nondiscrimination in Federal Programs.** Covering projects, programs, and activities that are subject to the requirements of Executive Order 11246 and 11375.
2. **Prohibition against Employment Discrimination.** Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.
3. **Nondiscrimination on the Basis of Sex.** Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.
4. **Nondiscrimination on the Basis of Age.** The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age A-25 Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.
5. **Federal Protections for Individuals with Disabilities.** The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Davis-Bacon Act (DBA)

Subrecipient acknowledges that the DBA requires all laborers and mechanics employed by the Subrecipient in the performance of construction, alteration, or repair work in excess of \$2,000 on the Project shall be paid wages at rates not less than those prevailing on similar projects in the locality. By executing the Award Agreement, the Subrecipient acknowledges and agrees to comply with all DBA requirements, including but not limited to receiving, reviewing, and submitting to the SCEO certified weekly payrolls submitted by all subcontractors for accuracy and to identify potential compliance issues. Subrecipient agrees to submit the DBA weekly reports using Attachment E.3 ("WH-347")) In compliance with DBA, Subrecipient agrees to display the "Employee Rights under the Davis-Bacon Act" poster.

Build America, Buy America (BABA)

Contractor acknowledges that SC EECBG recipients are subject to BABA requirements set forth in section 70914 of the IIJA ("Public Law No. 117-58, Sections 70901-52"). The contractor is required to provide the BCDCOG with the source of funds used on infrastructure project(s), and, if applicable, whether BABA requirements were followed. None of the funds made available through this Award may be obligated for an infrastructure project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States—this means all

manufacturing processes from the initial melting state through the application of coatings, occurred in the United States. Please refer to the IJA and the USDOE EECBG Special Terms and Conditions for additional details.

National Environmental Policy Act (NEPA)

Contractor acknowledges that federal funds are only authorized to be used for activities which comply with USDOE's NEPA determination described in the USDOE Special Terms and Conditions.

Incorporation of DOE Terms

This Agreement includes, in part, certain Standard Terms and Conditions required by DOE, whether or not expressly set forth in this Agreement. All contractual provisions required by DOE, as set forth in DOE guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all DOE mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Berkeley-Charleston-Dorchester Council of Governments requests which would cause Berkeley-Charleston-Dorchester Council of Governments to be in violation of the DOE terms and conditions.

Energy Conservation

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Termination

Berkeley-Charleston-Dorchester Council of Governments may, by written notice of default to the Contractor, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time and manner specified herein or any extension thereof or if the Contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms; and in either of these two circumstances does not cause such failure to be corrected with a period of five (5) days (or such longer period as the Executive Director may authorize in writing) after receipt of notice from the Executive Director specifying such failure.

If the Contract is terminated in whole or in part for default, Berkeley-Charleston-Dorchester Council of Governments may provide, upon such terms and in such manner as the Executive Director deems appropriate, services similar to those so terminated. The Contractor shall be liable to Berkeley-Charleston-Dorchester Council of Governments for any excess costs for such similar services and shall continue the performance of the contract to the extent not terminated under the provisions of this clause. If after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of Berkeley-Charleston-Dorchester Council of Governments.

The rights and remedies of Berkeley-Charleston-Dorchester Council of Governments provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Opportunity to Cure - Berkeley-Charleston-Dorchester Council of Governments in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to Berkeley Citizens, Inc.'s satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from Berkeley Citizens, Inc. setting forth the nature of said breach or default, Berkeley-Charleston-Dorchester Council of Governments shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Berkeley-Charleston-Dorchester Council of Governments from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Debarment, Suspension, and Other Responsibility Matters

The contractor certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

- from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery; falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

Resolution of Disputes, Breaches, or Other Litigation

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of Berkeley-Charleston-Dorchester Council of Governments. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director of Berkeley-Charleston-Dorchester Council of Governments. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering A-48 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Clean Air

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. Contractor agrees to report each violation to Berkeley-Charleston-Dorchester Council of Governments and understands and agrees that Berkeley-Charleston-Dorchester Council of Governments will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DOE.

Clean Water

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. Contractor agrees to report each violation to Berkeley Citizens, Inc. and understands and agrees that Berkeley-Charleston-Dorchester Council of Governments will, in turn, report each violation as required to assure notification to DOE and the appropriate EPA Regional Office. Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by DOE.

The Contractor agrees:

1. It will not use any violating facilities;
2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities";
3. It will report violations of use of prohibited facilities to FTA; and
4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours and Safety Standards Act

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 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 \$10 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 (write in the name of the grantee) 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 paragraphs (1) through (4) of this section and also 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 (4) of this section.

Recycled Products

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

Environmental and Other Generally Applicable Requirements

Contractor acknowledges and agrees that the Project must (1) comply with applicable federal, state, and local law including environmental and permitting laws and regulations; and (2) be technically sound to meet or exceed engineering and construction industry standards and associated best practices. In connection with this proposal, the contractor agrees to comply with all applicable federal, state and local statutes, laws, regulations, ordinances, and orders.

Contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms

Consistent with the requirements of 2 CFR 200.321, the contractor is to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below.

This consideration means:

1. These business types are included on solicitation lists.
2. These business types are solicited whenever they are deemed eligible as potential sources.
3. Dividing procurement transactions into separate procurements to permit maximum participation by these business types.
4. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types.
5. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. Requiring a contractor under a Federal award to apply this section to subcontracts.
7. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.
8. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BCDCOG. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.
9. The contractor must promptly notify BCDCOG, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work.

ADA Access

The contractor agrees to comply with all the provisions of Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Federal or State implementing regulations. Contractor will not discriminate and ensure equal opportunity and access for persons with disabilities.

Notification of Legal Matters Affecting the Federal Government

The contractor is required to promptly notify BCDCOG of any current or prospective legal matters that may affect the BCDCOG and/or the Federal government. The DOE has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award. The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming of the Federal government as a party to litigation or a legal disagreement in any forum for any reason. This notification requirement shall flow down to subcontracts and/or sub agreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

Free Speech & Religious Liberty

All Federal funding must be expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements, including but not limited to those prohibiting discrimination and protecting free speech, religious liberty, public welfare, and the environment.

Safe Operation of Motor Vehicles

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or BCDCOG.

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Drug-Free Workplace

The contractor agrees to comply with the Drug-Free Workplace Act of 1988, as amended, 41 U.S.C. § 8103, et seq.; the U.S. DOT regulations, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 49 CFR Part 32; and follow and facilitate compliance with U.S. OMB regulatory guidance, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance),” 2 CFR Part 182, particularly where the U.S. OMB regulatory guidance supersedes comparable provisions of 49 CFR Part 32, Alcohol Misuse and Prohibited Drug Use. Further, contractor agrees to comply and assures that its Third-Party participants will comply with Federal laws.