

# South Carolina

## Infrastructure Investment Program



**Grant Project  
Management Procedures**  
**July 2024**



**SCIIP**  
South Carolina  
Infrastructure  
Investment Program

## Table of Contents

Introduction .....	4
<b>I. Grant Management</b>	
A. Getting Started .....	5
B. Period of Performance and Progress .....	7
C. Grant Amendments .....	8
D. Reports .....	9
E. Project Management Forms.....	9
F. Record Keeping and Monitoring.....	10
G. Close Out.....	12
H. Record Retention.....	14
<b>II. Financial Management</b>	
A. Financial Procedures.....	15
B. Authorized Officials .....	16
C. Allowable Costs .....	17
D. Requests for Payment.....	18
E. Grant Expenditures.....	19
F. Local Investment Expenditures .....	20
G. Audit Requirements.....	20
<b>III. Procurement and Contracts</b>	
A. General Procurement .....	22
B. Methods of Procurement.....	24
C. Procurement of Architectural/Engineering (A/E) Professional Services .....	26
D. Procurement of Other Professional Services.....	28
E. Procurement of Materials Only .....	30
F. Procurement of Construction Services.....	30
G. Procurement of Construction Contracts Using Alternative Delivery Methods.....	34
H. Construction Contracts and Change Orders .....	35
<b>IV. Federal Compliance Requirements</b>	
A. Grantee Integrity and Performance Matters.....	37
B. Equipment and Real Property Management.....	38
C. Maintenance and Access to Records .....	38
D. Reporting .....	39
E. Conflicts of Interest .....	39
F. Single Audit Requirement .....	39
G. Civil Rights Requirements .....	39
H. Fair Labor Requirements.....	40
I. Procurement, Suspension and Debarment of Contractors.....	42
J. Clean Air Act and Federal Water Pollution Control Act .....	42

<b>K. Procurement of Recovered Materials .....</b>	<b>42</b>
<b>L. Other Federal Compliance Requirements.....</b>	<b>43</b>
<b>M. Terms and Conditions for Federal Contracts.....</b>	<b>43</b>

## Appendices

<b>A. Signature Requirements.....</b>	<b>48</b>
<b>B. Project Forms &amp; Documents.....</b>	<b>49</b>

## Revision History

Date	Summary of Changes
February 2024	<p><b>Section IV-H: Fair Labor Requirements</b></p> <ul style="list-style-type: none"> <li>• Clarification of fair labor requirements for SCIIP grants over \$10M</li> </ul> <p><b>Appendix B: Forms &amp; Documents</b></p> <ul style="list-style-type: none"> <li>• Addition of a Project Workforce reporting form for SCIIP grants over \$10M</li> <li>• Clarification of the first bullet on the certification page of the Close-Out Report and Final Certifications form</li> <li>• Minor updates to both Quarterly Progress Report forms and the Request for Payment form</li> </ul>
July 2024	<p><b>Section I-B: Period of Performance and Progress</b></p> <ul style="list-style-type: none"> <li>• Additional information about milestones for project progress</li> </ul> <p><b>Section I-C: Grant Amendments</b></p> <ul style="list-style-type: none"> <li>• Addition of requirements for requests to receive additional grant funds</li> </ul> <p><b>Appendix B: Forms &amp; Documents</b></p> <ul style="list-style-type: none"> <li>• Minor updates to the Contractor Pay Request Certification form</li> </ul>



## Introduction

The South Carolina Rural Infrastructure Authority (RIA) was created under Title 11, Chapter 50 of the South Carolina Code of Laws to select and assist in financing qualified rural infrastructure projects. In 2016, this assistance was extended to qualified infrastructure projects statewide. Qualified infrastructure projects must protect public health and water quality by improving environmental facilities and services or building infrastructure capacity to support economic development and employment opportunities. Eligible infrastructure projects involve water, wastewater and stormwater activities.

RIA helps communities by making strategic investments in infrastructure that are targeted to the following program objectives:

- Improve the **quality of life** by addressing public health, environmental and regulatory concerns;
- Create opportunities for **economic impact** by building infrastructure capacity to support economic development; and
- Increase **community sustainability** by helping to maintain reliable and affordable infrastructure and encouraging regional solutions.

The federal American Rescue Plan Act of 2021 (ARPA) directed Coronavirus Fiscal Recovery Funds to both state and local governments as part of a larger effort to combat the effects of the COVID-19 pandemic, including public health and economic impacts. ARPA identifies investments in water, wastewater and stormwater infrastructure as eligible uses of the fiscal recovery funds. In May 2022, the SC General Assembly allocated \$900M of these ARPA state fiscal recovery funds to RIA for distribution primarily through a competitive grant process. RIA created the SC Infrastructure Investment Program (SCIIP) to distribute these ARPA resources. RIA is using its state grant resources in support of the SCIIP program and eligible Grantees may receive approval for SCIIP funds as well as RIA state grant funds.

These *SCIIP Grant Project Management Procedures* were developed to facilitate implementation of SCIIP and RIA state-funded projects in accordance with the Grant Agreement. Such procedures help to ensure accountability for public funds as well as compliance with program objectives and federal requirements. The information includes grant management, financial management, procurement, and contractual documentation, as well as federal compliance requirements.

An RIA Grant Program Manager is assigned to every project. RIA will conduct an Implementation Workshop and may also conduct a start-up technical assistance meeting to assist new Grantees as well as to help projects get underway and completed in a timely manner. RIA staff are available to support Grantees with implementation throughout the grant. Staff will monitor project activities to document compliance with grant conditions and the project's accomplishments before the grant is closed.

## I. Grant Management

RIA grant assistance is offered to local governments and other eligible entities primarily through competitive grants for new or improved infrastructure facilities or studies. Once a grant is approved by RIA's Board of Directors, a Grant Agreement is issued. The Grant Agreement serves as a contract between RIA and a Grantee. The Grant Agreement outlines the terms and conditions of the assistance and specifies the timeframe and other conditions for conducting the project in accordance with the objectives outlined and approved in the application, or as otherwise amended. The grant agreement will also outline the state and federal requirements applicable to the award. Acceptance of grants awarded through the SCIIP program requires compliance with all aspects of:

- ❖ US Treasury Final Rule, and other Treasury rules, policies, procedures, and directives;
- ❖ Uniform Guidance (2 CFR 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements; and
- ❖ All reporting and compliance guidance published to date and that may be published in the future.

### A. Getting Started

1. A **Grant Agreement**, including Exhibits A and B, with two original **Grant Award** signature pages will be mailed to the Grantee upon approval of the grant application. The grant becomes effective upon return of one original of the **Grant Award** executed by the Chief Executive Official (elected or administrative) and another authorized representative of the Grantee. Both **Grant Awards** must have original signatures and one must be returned to the SC Rural Infrastructure Authority (RIA) **within 45 days of the date of award**. The Grantee will retain the other **Grant Award** in the project files which must be available to the public and RIA upon request.

- ❖ Depending on the type of Grantee, the Chief Executive Official may be the County Administrator, County Council Chairperson, City/Town Manager, Mayor, City/Town Council Chair, General Manager, Executive Director or Board Chairperson. In some cases, other individuals may serve as the Chief Executive Official with approval of the RIA.
- ❖ The other authorized representative must be an employee of the Grantee who witnesses the Chief Executive Official's execution of the **Grant Award**.

*Original signatures are required on certain RIA documents as indicated throughout these procedures. Wet signatures with pen and ink are considered to be original.*



2. A start-up technical assistance meeting may be requested by an RIA Grant Program Manager to review grant procedures as well as roles and responsibilities for the project. Attendees should include those responsible for project implementation as well as the authorized representatives designated on the **Authorized Signatures for Payments and Checks** form. Project engineers and grant consultants should also attend.
3. Forms and other information to be completed by the Grantee and submitted to RIA **within 45 days of grant award**, unless otherwise specified, include:
  - **Authorized Signatures for Payments and Checks** form. This form requires designation of at least two authorized representatives for requests for payment and disbursement of grant funds. See *Section II: Financial Management* for more information.
  - Grantees should be registered in the federal System for Award Management (SAM or SAM.gov). Entities registered in SAM will have a Unique Entity Identifier (UEI). Grantees are required to provide the UEI on the **Authorized Signatures for Payments and Checks** form. If a Grantee is not registered in SAM, additional reporting information may be required. See *Section IV: Federal Compliance* for more information.
  - Documentation to address any special conditions specified in the Grant Award.
  - **Subrecipient Agreement**, if required, **within 60 days of grant award** and prior to execution of the agreement.
4. A **Subrecipient Agreement** is required if an entity other than the Grantee will be responsible for implementing any portion of the project. The Grantee must submit a proposed **Subrecipient Agreement** to RIA **within 60 days of grant award** and prior to its execution. Subrecipients include governmental or not-for-profit water and/or sewer organizations.
5. A **Notice to Proceed** will be issued by RIA once the above documentation has been submitted and found to be acceptable. A Notice to Proceed is required prior to incurring any construction costs or seeking reimbursement of eligible non-construction expenses as part of the Grant.
  - i. Any **pre-award expenses** for eligible non-construction costs and/or the purchase of materials/equipment must have been incurred on or after March 3, 2021 and should be identified in the grant application. RIA must review any pre-award expenses for eligibility and confirm compliance with state and federal requirements before approving reimbursement. See *Section II: Financial Management* for more information.
  - ii. If the Grantee is ready for construction to begin before RIA has issued a Notice to Proceed (i.e., design is complete, all permits, property, rights of way (ROW) and easements have been obtained and construction bids have been taken), the Grantee should contact RIA for guidance. The procurement procedures and proposed contract must be reviewed by RIA before the construction contract can be executed. Execution of a contract prior to RIA issuing a Notice to Proceed and/or completing its review of the procurement procedures and proposed contract is done so at the Grantee's own risk and such contract expenditures may not be eligible for payment with grant funds.



- iii. Once the written Notice to Proceed is issued by RIA, the Grantee may begin the next steps in project implementation consistent with the requirements contained in these procedures as well as the terms and conditions of the Grant Agreement.
6. The Grantee must include both state and federal (as applicable) **grant number(s)** on all reports, **Requests for Payment** and correspondence related to the grant.

## **B. Period of Performance and Progress**

1. The Grantee must take appropriate action to implement the project in a timely manner.
2. RIA is required to have all SCIIP funds expended by December 31, 2026. Thus, each Grantee must be able to implement projects in order for RIA to meet the expenditure deadline. The grant period for capital improvement projects allows sufficient time to complete a project by June 1, 2026.
  - i. RIA will monitor project progress to assess whether the project and federal expenditure deadlines can be achieved. When feasible, RIA will work with the grantee to address any concerns identified.
  - ii. RIA will consider requests for a grant period extension if the federal expenditure deadline can be met, and the project can be reasonably completed in a timely manner with the funds available.
  - iii. If SCIIP funds cannot be fully expended by the federal expenditure deadline, RIA may reduce the scope of the activities to be paid for with federal funds, de-obligate any federal funds that are not committed and re-allocate such funds to other eligible projects.
  - iv. Any SCIIP funds not committed to an executed contract by July 2025 may be de-obligated by RIA. Grantees may be permitted to temporarily reserve a small amount of SCIIP funds to cover unexpected cost increases.
  - v. The Grantee may use local and other non-ARPA funding sources to complete a project after the December 31, 2026 deadline, if all SCIIP funds have been drawn or reallocated and a grant period extension is approved by RIA.

NOTE: The grant period does not include the approved timeline for pre-award expenses, but such expenses should have been included in the grant application and may be approved with appropriate documentation if they were incurred on or after March 3, 2021, and if such expenditures comply with all federal and state requirements.

3. The timeframe for Viability Planning Grants to be completed is 24 months from the time of grant award.
        4. Projects should be ready to go when grant funds are approved – meaning that all necessary funding is available and there is a reasonable and achievable project schedule established for completing the project in its entirety. If there is an unexpected delay, it is the Grantee’s responsibility to notify RIA immediately and to provide an updated project schedule.



5. Upon issuance of the RIA Notice to Proceed, the project must be substantially underway (i.e., design and acquisition in process) **within a reasonable timeframe to meet the federal expenditure deadline of December 31, 2026**. If the Grantee does not take appropriate action to implement the project within a reasonable timeframe, RIA reserves the right to rescind the Grant, require the repayment of any Grant funds provided to the Grantee and terminate the project, so that such funds may be re-directed to other projects that can reasonably be expected to meet the required expenditure timeframe.
6. If construction work has not been advertised for bid **within 15 months** of grant award, or if at any time the project falls substantially behind the schedule proposed in the approved application, the Grantee must provide an explanation for delays as well as an updated project schedule showing detailed tasks to be accomplished and estimated completion dates.
7. The **Quarterly Progress Report** submitted by the Grantee must reflect the current project status, detail steps taken to address any delays as well as explain how federal funds can be spent by the December 31, 2026 deadline and the project completed within the approved grant period.

### **C. Grant Amendments**

1. Grant amendments are required if there are:
  - i. Requests to extend the grant period (generally, no more than 6 months).
  - ii. Major revisions to the grant scope of work including addition or deletion of primary activities or customers, or changes in capacity or location of activities.
  - iii. Any change in grant budget line items greater than ten percent (10%).
  - iv. Requests for additional grant funds for the same or a similar project activity.
    - Requests will be considered to the extent additional funds are available for obligation.
    - No SCIIP grant may exceed \$10 million, due to the additional federal requirements that would apply.
    - Factors to be considered include: extent of need and impact, feasibility as well as the ability to carry out the activities in accordance with program requirements and time lines.
2. A Grant Amendment Request form must be submitted in writing and in advance to RIA by the Grantee's Chief Executive Official. The request must include a detailed description of the change, the reasons for the change, an updated project schedule, a detailed cost justification and a revised map which reflects the approved activities along with any proposed changes, if appropriate. A local funding commitment letter may be required if grant funds are not sufficient to complete the proposed activities. RIA has no obligation to approve such a request.
  - i. Substantial revisions and extensions may require Board approval.



## **D. Reports**

1. As the recipient of SCIIP funds, Grantees must complete financial, performance, and compliance reporting as required and outlined in these procedures. Grantees are required to maintain records for reporting accurate and compliant data. In addition, Grantees must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.
2. The Grantee must submit **Quarterly Progress Reports** that provide a status update and identification of any significant issues affecting the project.
3. The initial progress report is due on the first day of each quarter after grant award. Progress reports also are due on the first day of each subsequent quarter until final close out of the project.
  - ❖ Quarters begin and reports are due on or before January 1, April 1, July 1, and October 1.
4. Failure to submit **Quarterly Progress Reports** in a timely manner could result in sanctions identified in the Grant Agreement.
5. The Grantee must provide other reports or information as requested by RIA in a timely manner.

## **E. Project Management Forms**

1. RIA will provide forms for use in the implementation of RIA grants. Such forms may be updated from time to time or additional forms may be added. The Grantee must use the most current forms, which are available as fillable PDF documents at [ria.sc.gov](http://ria.sc.gov) unless otherwise instructed. The following forms are made a part of these procedures:
  - ❖ **Authorized Signatures for Payments and Checks** – This form designates persons authorized to make requests for payment on the Grant as well as to sign checks for disbursement of grant funds by the Grantee. The form must have original signatures (with pen and ink) and be returned within 45 days of grant award.
  - ❖ **Subrecipient Agreement** – A Subrecipient Agreement is required if a local government applies on behalf of a not-for-profit water/sewer company or if an entity other than the Grantee will be responsible for any portion of the project.
  - ❖ **Grantee Debarment Certification Form** – This form may be used to ensure the Grantee’s subrecipients, contractors, or consultants are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal assistance programs or funding.
  - ❖ **Professional Services Contract Submission Checklist**- This form may be used to ensure that all required documents are submitted to RIA to allow for a complete and timely review of the RIA or SCIIP funded planning or engineering contract prior to execution.
  - ❖ **Professional Services Contract Amendment Checklist**- This form may be used to ensure that all required information is submitted with an amendment to prevent any delays with RIA’s review of the request.



- ❖ **Construction Contract Submission Checklist** – This form may be used to ensure that all required documents are submitted to RIA to allow for a complete and timely review of the construction contract prior to execution.
- ❖ **Construction Change Order Submission Checklist** – This form may be used to ensure that all required information is submitted with a change order to prevent any delays with RIA’s review of the request.
- ❖ **Request for Payment** – Requests for grant funds must be made on this form and must be signed by one of the persons authorized by the Grantee in Block 3 of the **Authorized Signatures for Payments and Checks** form.
- ❖ **Contractor Pay Request Certification** – This form may be used by a contractor to certify required contract provisions were met during the requested reimbursement period. This form must be submitted with all Requests for Payment.
- ❖ **Quarterly Progress Report** – This form must be submitted by the first day of each quarter, unless otherwise directed, to provide an update on the progress of the grant and to provide an explanation for any delays. If the project is not progressing as planned, your Grant Project Manager may schedule a meeting for technical assistance.
- ❖ **Grant Amendment Request** – This form should be used to request major changes in the approved scope of work, budget line-item changes of 10% or greater and any extensions of the grant period.
- ❖ **Close-Out Report and Final Certifications** – A final close-out report of grant expenditures and accomplishments must be submitted at project completion and approved by RIA prior to grant close out.

## **F. Record Keeping and Monitoring**

1. RIA is required to monitor Grantees to ensure compliance with requirements of the SCIIP award. Ongoing review of any Grantee will include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation. Grantees will be notified of monitoring procedures and compliance deadlines.
2. The Grantee must maintain all project/grant related records for review by RIA, another State agency, or federal agency as may be required to ensure timely completion of the project and compliance with the terms and conditions of the **Grant Agreement** as well as program procedures.
  - i. Grantee shall maintain records and financial documents sufficient to demonstrate compliance with section 602(c) of the Social Security Act, the US Treasury’s Final Rule, policies, procedures, and other directives implementing the American Rescue Plan Act as well as the Uniform Guidance found at 2 CFR 200.
  - ii. Records shall be maintained by the Grantee until December 31, 2031 or for a period of five years after all funds have been expended or returned to Treasury, whichever is later.



3. Grant files, at a minimum, should include the following:

Application and Grant Agreement

- ✓ Approved SCIIP Grant Application
- ✓ Grant Award Letter from RIA Chairman
- ✓ **Grant Agreement** and letter from RIA Executive Director
- ✓ Executed **Grant Award** (original document with pen and ink signatures)
- ✓ Documentation of clearance of any grant conditions
- ✓ RIA Notice to Proceed
- ✓ Approved grant amendments
- ✓ General correspondence

Financial

- ✓ **Authorized Signatures for Payments and Checks** form
- ✓ Project Budget by activity
- ✓ **Requests for Payment** forms on the grant
- ✓ **Contractor Pay Request Certification** forms for each pay period
- ✓ Back-up documentation and approval of grant expenditures on the project (invoices, construction draw requests, purchase orders, etc.)
- ✓ Documentation of expenditure of matching and other funds for the project
- ✓ Monthly bank statements for reconciliation
- ✓ General Ledgers
- ✓ Annual Audit/Federal Single Audit
- ✓ Approval of pre-award expenses and documentation of federal compliance

Contracts and Agreements

- ✓ Executed **Subrecipient Agreement** (if applicable)
- ✓ **Grantee Debarment Certification Form** for each contract or **Subrecipient Agreement**
- ✓ Grantee procurement policy (if applicable)
- ✓ Documentation of efforts to use disadvantaged and women-owned businesses
- ✓ Documentation of all construction and professional services contracts (advertisement, method of procurement, proposal requests, method of review and selection factors as well as the selected vendor's proposal)
- ✓ Procurement documentation for all goods and services (advertisement, method of procurement, bid package, certified bid tabulation, recommendation to award, etc.). See *Section III: Procurement and Contracts* for additional guidance.
- ✓ Documentation to show ownership of any project-related real property, easements or rights of way
- ✓ Executed copies of all project-related contracts, including compliance with required terms and conditions for federal contracts
- ✓ RIA review and approval letter for all contracts and agreements
- ✓ Permits
- ✓ Bonding and insurance documents
- ✓ Contract Notice to Proceed
- ✓ Contractor pay requests/applications, approvals and certification forms
- ✓ RIA review letter for change order(s)
- ✓ Executed change orders
- ✓ Compliance with federal Contract Work Hours and applicable labor-related requirements
- ✓ Approval to Operate, as applicable



#### Reports and Project Schedule

- ✓ **Quarterly Progress Reports** for each quarter
- ✓ Updated project schedule, as needed

#### Monitoring

- ✓ Monitoring letter and report
- ✓ Grantee response and clearance of any findings or issues

#### Close Out

- ✓ **Close-Out Report and Final Certifications** form
- ✓ **Grant Award Decrease for Grant Close-Out** form (if applicable)
- ✓ Documentation of Accomplishments
- ✓ Digital photos (recommended)
- ✓ Certified “as built”/record drawings or engineer’s certification
- ✓ Final Waiver of Liens
- ✓ Approval to Operate (if applicable)
- ✓ Letter of Final Close Out from RIA

4. Project/grant records shall be made available for random audit and review by the State or its representatives as well as federal representatives related to the project and upon issuance of a minimum 24-hour advance notice.
5. Generally, RIA will provide a 10-day advance notice of any review and such review will be done during normal work hours.
6. If the Grantee fails or refuses at any time to comply with any of the terms and conditions of the **Grant Agreement**, RIA may take, in addition to any relief that it is entitled to by law, any or all of the following actions:
  - i. Require repayment of all or a portion of any Grant funds disbursed;
  - ii. Cancel, terminate, or suspend, in whole or in part, the Grant; or
  - iii. Other sanctions as deemed appropriate.

## **G. Close Out**

1. A **Close-Out Report and Final Certifications** form of grant expenditures and accomplishments must be submitted at project completion. The report may include the following information or other information as may be required by RIA:
  - ❖ Documentation for all Grant expenditures in accordance with the approved project budget and scope of work;



- ❖ Written certification of all expenditures for matching funds or other leveraging spent on the project, including any additionally required certifications, prior to close out of the Grant;
  - ❖ Certified “as-built”/record drawings or certification by the project engineer that the project was constructed in accordance with the approved grant application or amended scope of work approved by RIA;
  - ❖ A quantified description of the project accomplishments as well as the impact on the system and community as a whole;
  - ❖ Certification that the project has been carried out in compliance with the SCIIP Grant Agreement and all applicable federal and state requirement;
  - ❖ An agreement to provide maintenance of facilities, structures, or other improvements paid for, in whole or in part, with Grant funds; and
  - ❖ Submission of the following additional documentation:
    - Final Waiver of Liens
    - Approval to Operate (if applicable).
2. Any unexpended grant funds on hand at project completion shall be returned to RIA immediately and prior to close out of the grant.
    - i. Any remaining grant funds in the grant award will be de-obligated from the grant prior to project close out with a **Grant Award Decrease for Grant Close-Out** executed by the Grantee and submitted to RIA. If needed, two original Grant Award Decrease for Grant Close-Out documents will be provided to the Grantee. Both documents should contain original signatures (with pen and ink) with one returned to RIA and the other placed in the Grantee’s project file.
  3. The project will be considered complete when all RIA-approved activities have been finished and the **Close-Out Report and Final Certifications** form as well as documentation of grant funds expended, accomplishments and any other information required by RIA have been submitted. RIA may conduct a desk review or an on-site monitoring of the project and documentation prior to close-out.
  4. A grant project may be closed by RIA once construction is complete and all required close-out documentation has been submitted to RIA. All SCIIP funds must be 100% expended by December 31, 2026. Local match and other funds may be used after that date to complete the project if RIA has approved a grant period extension. Once all federal and required match funds have been expended and the contract is 100% complete, the project may be closed. An Approval to Operate must also be issued, if required by state regulation or the project must be operational for the grant to be closed. If a Permit to Operate is not available, but all other close-out requirements have been met, the grant may be conditionally closed if approved by RIA.
  5. RIA will issue a notification in writing to the Grantee of the closure of the grant.



## **H. Record Retention**

1. The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than five years following grant close out.
2. All other pertinent grant and project records including financial records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports and other records shall be retained by Grantee until December 31, 2031, or for a period of five years after all funds have been expended or returned to Treasury, whichever is later.
  - i. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

## II. Financial Management

### A. Financial Procedures

1. The Grantee must maintain a financial management system using generally accepted accounting principles to provide adequate accountability for the grant in accordance with the Uniform Administrative Requirements, Cost Principles and Audit Requirements (also referred to as Uniform Guidance) found in [2 C.F.R. Part 200](#).
  - i. The Grantee's records must disclose accurate information about the grant award, obligations, unobligated balances, assets, liabilities, expenditures, and revenues. Records should include a cash receipts journal, cash disbursements journal and a general ledger.
  - ii. The Grantee's financial management system should have a cash management system that minimizes the time between receipt and disbursement of grant funds.
  - iii. The Grantee's financial management system must have budget control procedures that make it possible to compare actual expenditures with budgeted amounts for each supported activity and to correct any variances.
  - iv. The Grantee's financial management system must make it possible to relate financial information to performance or productivity.
  - v. The Grantee's financial management system must also have sound internal control procedures that cover cash, real and personal property and other assets.
2. The Grantee's records must account for grant funds separately and disclose accurate information about the grant award, obligations, unobligated balances, assets, liabilities, expenditures, and income.
3. All accounting records must be supported by source documentation. This documentation must show that expenditures occurred during the grant period, were only for allowable costs, and were approved by authorized officials. Records should also document that checks were only written for invoiced amounts.
4. The Grantee must maintain separate accounting records for each new grant awarded and track grant transactions separately. In most cases, it will be appropriate to establish a separate bank account to help in tracking grant funds.
5. If a Grantee would like to use alternate financial procedures from those included in this document, such procedures must be detailed in writing and submitted in advance to RIA for consideration. Alternate procedures must reflect generally accepted accounting procedures and internal controls and must comply with federal requirements. In addition, the Grantee may be required to provide a written certification that there have been no audit findings related to such financial management and internal control procedures in the previous two years.



6. Failure to comply with RIA financial procedures or to submit alternate procedures for prior approval by RIA may result in sanctions as listed in the Grant Agreement.

## **B. Authorized Officials**

1. The Grantee must designate officials that are authorized to review and certify requests for payment of grant funds and to make disbursements in a timely manner for eligible expenses that do not exceed the grant award. This designation means that only authorized individuals will be permitted to request grant payments and sign checks for the expenditure of grant funds.
2. The Grantee shall designate at least two financial representatives who are authorized to request payments and sign checks in Block 3 of the **Authorized Signatures for Payments and Checks** form. The form is able to accommodate six representatives who may be authorized to request grant funds and sign checks. This allows several options for providing two signatures on all checks for grant-funded activities. However, additional forms may be submitted to accommodate more authorized signatures, if necessary. Original wet signatures (with pen and ink) are required on this form.
3. The Grantee's Chief Executive Official must authorize the designated financial representatives, unless otherwise designated by state or local law. If the Chief Executive Official also needs to request payments or sign checks, then the next highest elected official or Board official must authorize the signatures on the form. The following examples are provided to ensure the **Authorized Signatures for Payments and Checks** form is completed accurately:
  - The Town Administrator authorizes the Town Clerk and Financial Manager to request funds and sign checks.
  - The Mayor authorizes the Town Administrator and Financial Manager to request funds and sign checks.
  - The Council Chair (or Mayor Pro-Tem) authorizes the Mayor and the Town Administrator to request funds and sign checks.
  - The Executive Director of a Water/Sewer Authority authorizes the Finance Director and Finance Clerk to request funds and sign checks.
  - The Board Chairperson of a Water/Sewer Authority authorizes the Executive Director and Finance Director to request funds and sign checks.
4. The person authorizing the financial representatives may not sign **Request for Payment** forms or checks. Only those persons listed in Block 3 of the **Authorized Signatures for Payments and Checks** form may sign RIA's **Request for Payment** form or the checks to pay for expenditures with RIA and/or SCIIP funds.
5. If there is a change in personnel, a new **Authorized Signatures for Payments and Checks** form may be submitted to RIA in advance of further **Request for Payment** submissions.





6. The Grantee, its subrecipient(s), contractor(s), subcontractor(s), or consultant(s) may not be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the grant by any federal or state department, RIA, or any local government department or agency. The Grantee must immediately notify RIA if the Grantee or any of its principals become subject to debarment, suspension, or ineligibility during the effective grant period.

### C. Allowable Costs

1. As outlined in [2 CFR Part 200, Subpart E](#), allowable costs are based on the premise that a Grantee is responsible for the effective administration of SCIIP awards, application of sound management practices, and administration of SCIIP funds in a manner consistent with the program objectives and terms and conditions of the award.
2. Grant funds shall be used only for specified activities approved in the grant application, unless otherwise approved in writing by RIA.
  - i. The Grantee must obtain a written Notice to Proceed from RIA prior to incurring any construction costs or seeking reimbursement of non-construction expenses as part of the grant. Otherwise, any expenditure made prior to the date of the written Notice to Proceed is done so by the Grantee at its own risk and expense.
  - ii. **NOTE:** Any pre-award expenses for non-construction costs and/or the purchase of materials/equipment must have been incurred on or after March 3, 2021 and should have been identified in the grant application. RIA must review any pre-award expenses for eligibility and confirm compliance with state and federal requirements before approving reimbursement. The Grantee must seek payment for approved pre-award costs and other eligible expenditures during the grant period.
3. Grantees may only use SCIIP funds to cover costs incurred during the period beginning March 3, 2021 through December 31, 2026. SCIIP funds must be fully expended by December 31, 2026. Any unexpended SCIIP funds after that date will be returned to the Treasury. See *Section I: Grant Management* for additional guidance.
4. Any purchase of equipment or real property with SCIIP funds must be consistent with the Uniform Guidance at [2 CFR Part 200, Subpart D](#). Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SCIIP funds shall vest in the Grantee. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations, including requirements related to record-keeping, maintenance, and disposition of property once it is no longer needed for the original purpose.
5. Grant funds may not be used to reimburse in-kind labor.
6. The Grantee is responsible for cost overruns required to complete the project, unless otherwise approved.



## **D. Requests for Payment**

1. Prior to the first **Request for Payment**, the Grantee must ensure that any **Subrecipient Agreements** and/or third-party contracts have been reviewed and authorized by RIA. In some cases, RIA may also require a review of the construction contract's schedule of values.
2. The Grantee must submit a **Request for Payment** form for eligible expenses and documentation as follows:
  - i. The Grantee will certify, to the best of its knowledge, information, and belief that the work on the project for which payment is requested has been completed in accordance with the terms and conditions of the Grant Agreement.
  - ii. Invoices and other documentation (including change orders to the contract) that RIA may reasonably require to document the incurred expenses and required certifications, must be submitted with the **Request for Payment**. Invoices must be certified as valid expenses by the Grantee who is knowledgeable about the work that has been completed.
  - iii. A **Contractor Pay Request Certification** form must be attached to the contractor's invoice or pay application and included as supporting documentation for submission of the **Request for Payment** to RIA. The contractor uses this form to certify that work done on the project during that pay period complied with all applicable federal requirements, which are listed on the form, such as debarment status and Contract Work Hours and Safety Standards, etc.
3. Requests for payment must be submitted using forms approved by RIA and may be signed by any one of the officials listed in Block 3 on the **Authorized Signatures for Payments and Checks** form.
4. Requests for payment may be submitted on an advance or reimbursable basis. Advance payment requests will only be considered if there is an approved invoice for eligible work or services completed that is due and payable. Reimbursement requests must be accompanied by a copy of the cancelled or processed check with two signatures written to the contractor for the RIA-eligible work.
5. Payment requests must be approved by RIA in accordance with the approved scope of work and budget. Checks or deposits are issued from the State Treasurer's Office (STO) and will be mailed to the Grantee or directly deposited into the Grantee's designated bank account. The Grantee will receive notification from RIA when the payment was made.



- i. The STO will issue checks or make electronic payments/direct deposits for RIA and/or SCIIP grant payments. Direct deposits will be made to the Grantee’s bank account set up through the STO for other state payments. In such cases, Grantees will need to credit (i.e., transfer) the grant payments to the account designated for the RIA and/or SCIIP grant. If a direct deposit account has not been established with the STO, it is recommended that an account be established at [www.Treasurer.sc.gov/ach](http://www.Treasurer.sc.gov/ach) prior to submission of the **Authorized Signatures for Payments and Checks** form to RIA. You may request that the STO designate the terms to be “immediate payment” by writing a letter and providing justification to the STO. Possible justifications include the payments being for a federal program that requires timely disbursement of funds.
  - ii. Until such time as you are enrolled in the electronic payment/direct deposit method, checks will be sent directly to the mailing address on file with the STO for the Grantee. Such checks must be immediately deposited upon receipt into the bank account designated for the grant. Checks will typically be mailed to the address which was listed on the Grantee’s previously filed federal *Request for Taxpayer Identification Number and Certification Form (W-9)*. The W-9 form may have been filed many years ago and may require updating. If there has been a change of address, please notify the STO as well as RIA immediately.
6. RIA may make, and the Grantee shall accept, full or partial disbursements for actual, eligible expenses up to the total grant amount as provided in the **Grant Agreement**.
7. RIA may issue payments jointly to the Grantee and a vendor supplying goods or services on the project, if deemed appropriate.
8. To meet the December 31, 2026 federal expenditure deadline, the Grantee must submit a final Request for Payment no later than November 15, 2026. Failure to provide complete and accurate information on the final Request for Payment by the deadline could result in a loss of federal funds.

## **E. Grant Expenditures**

1. Grant funds received by the Grantee must be disbursed in a timely manner, generally within 10 days of the date of receipt/deposit.
2. Unless otherwise authorized by RIA, there should be two original signatures on all checks for grant-funded expenses. These signatures must be two of the officials listed in Block 3 on the **Authorized Signatures for Payments and Checks** form.
3. Disbursements of RIA and/or SCIIP funds should only be made for eligible work (materials or labor) that has been completed in accordance with the contract and any approved change orders or contract amendments.



4. All financial documentation (e.g., executed purchase orders or contracts, approved contractor payment requests or invoices, copies of cancelled checks with two signatures, etc.) supporting the Grantee’s requests for payment and the disbursement of grant funds must be kept on file and be available for inspection at any time.

## **F. Local Investment Expenditures**

1. The Grantee will provide the local investment funds as committed in the application, or any amendments, and the local investment contribution may not include any federal non-SLFRF/ARPA funds, unless otherwise approved by the federal agency.
2. Generally, grant disbursements should be made on a pro-rata basis with the Grantee’s required local investment, if applicable, for eligible expenditures unless RIA’s funds are designated for specific line item(s) or unless otherwise approved. RIA will consider requests to allow federal expenditures in advance of local investment where necessary to meet federal spending deadlines and requirements.
3. To meet the federal expenditure deadline and requirements of the SCIIP program, RIA will allow the expenditure of federal funds in advance of state grant funds.
4. The Grantee is required to keep appropriate financial documentation (including purchase orders, invoices, contractor pay applications, copies of cancelled checks, bank statements, etc.) to demonstrate the required local investment has been provided, if applicable.
5. To document other funds spent on project-related activities, the Grantee may be requested to validate the total project expenditures.

## **G. Audit Requirements**

1. The Grantee must include an examination and accounting of the expenditures of Grant funds in its first annual audit following the completion of the project and make a copy of the audit report available to RIA or its designated representative. The audit requirements depend on whether federal expenditures, including grant funds, exceed \$750,000 during the Grantee’s fiscal year.

*If the Grantee expends \$750,000 or more in federal awards during the Grantee’s fiscal year, the audit of Grant funds must be conducted in accordance with [2 CFR Part 200, Subpart F Audit Requirements](#). Federal award identification information for auditing purposes is located in **Exhibit B of the Grant Agreement**.*



2. If the Grantee expends less than \$750,000 during the Grantee's fiscal year, the audit of Grant funds received under the Grant Agreement must adhere to the following audit requirements, whichever is applicable:
  - i. Generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or
  - ii. The General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).
3. The Grantee shall make available, and cause any contractor to make available, for audit and inspection by RIA and its representatives all the books, records, files and other documents relating to any matters pertaining to the project.
4. The Grantee must notify RIA of any audit findings related to RIA's state and/or SCIIP grant or any grant management findings and will reimburse RIA for unauthorized and unwarranted expenditures disclosed in the audit, if directed by RIA.
5. Failure to comply with any state audit requirements could impact a Grantee's ability to receive future RIA state grants until such compliance is achieved.

### III. Procurement and Contracts

#### A. General Procurement

The following requirements apply to purchases of goods and services funded in whole or in part with SCIIP funds (including RIA state grants used as match for these projects). Purchases of goods and services funded entirely with non-SCIIP or non-RIA state funds (i.e., locally funded) shall be made according to the established procurement laws, regulations and guidelines of the Grantee, and RIA will **not** request documentation of the procurement process for those purchases.

1. All purchases of goods and services funded, in whole or in part, with a SCIIP/RIA grant shall be made in accordance with the procurement standards of the Uniform Guidance, specifically [2 CFR 200.318 through 2 CFR 200.327](#).
2. The Grantee must have written procurement procedures which conform (or are essentially equivalent) to the procurement standards identified in 2 CFR 200.318-327 and include a written standard of conduct covering conflicts of interest of employees engaged in the selection, award and administration of a contract financed, in whole or in part, with funds provided by SCIIP/RIA.
  - i. If the Grantee does not have acceptable local procurement laws, regulations, or written procedures, they may document in writing that they will follow the procedures outlined in 2 CFR 200.318-327.
3. Solicitations must clearly explain all requirements that the bidder/offeror must fulfill for the bid/offer to be evaluated by the Grantee. Solicitations for goods and services as well as construction must be based on a clear and accurate description of the technical requirements for the material, product, or service to be procured and cannot contain features which unduly restrict competition.
4. Grantees must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources and no potential bidders are precluded from qualifying during the solicitation process. Some of the situations that may be considered restrictive of competition include, but are not limited to:
  - ❖ Placing unreasonable qualifying requirements on bidders/offerors;
  - ❖ Requiring unnecessary experience and excessive bonding;
  - ❖ Requiring mandatory attendance at pre-bid conferences (unless it's a complicated project);
  - ❖ Allowing non-competitive pricing practices between firms or affiliated companies;
  - ❖ Providing non-competitive contracts to consultants that are on retainer contracts;

- ❖ Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - ❖ Any other arbitrary action in the procurement process.
5. The Grantee and its prime contractors should take all necessary, reasonable, and affirmative steps to ensure that Disadvantaged Business Enterprises (DBE), such as minority business enterprises, women’s business enterprises, and labor surplus area firms as defined in state and federal law, have the maximum opportunity to participate in the performance of contracts and subcontracts financed, in whole or in part, with funds provided by SCIIP/RIA. DBE good faith efforts would include:
- ❖ Conduct outreach and recruitment
  - ❖ Provide information about bid opportunities and establish time frames that encourage and facilitate participation by DBEs
  - ❖ Divide work requirements, when feasible, into smaller tasks or quantities to permit participation by DBEs in a competitive environment
  - ❖ Consider contracting with a consortium of DBEs when a contract is too large for one DBE
  - ❖ Use services provided by Small Business Administration and Minority Business Development Agency of the US Department of Commerce
  - ❖ If prime contractors award subcontracts, require the use of these good faith efforts
6. The Grantee is generally prohibited from the use of geographical preferences in the evaluation of bids or proposals. However, when contracting for architectural and engineering services, geographic location is an allowable selection factor provided an appropriate number of qualified firms remain to compete for the contract.
7. The Grantee must avoid the acquisition of unnecessary or duplicative items.
8. The Grantee may not award contracts to any contractors who are ineligible to receive contracts under any applicable state or federal laws or regulations.
9. If the Grantee fails to adhere to procurement procedures that are in conformance with the SCIIP Grant Project Management Procedures and federal requirements, RIA may call for repayment by the Grantee of grant funds that were expended in a disallowable manner or the Grantee may be subject to other sanctions as referenced in the **Grant Agreement**.

***Grantees  
should  
provide  
contract  
opportunities  
for DBEs.***



10. Any disputes arising out of a contract funded, in whole or in part, with SCIIP/RIA grant funds are the responsibility of the Grantee and should be resolved in a timely manner in accordance with applicable contract conditions, local procedures and/or state and federal requirements.
11. The Grantee must maintain records sufficient to detail the history of procurement and, upon request, must make available to the Grantee's auditor, RIA and its representatives, other state or federal reviewers, as well as the public, the Grantee's records and other documentation of the procurement process for the approved grant project.

## **B. Methods of Procurement**

The following informal and formal procurement methods are based on federal procurement requirements at [2 CFR 200.320](#).

1. ***Informal Procurement Methods*** - When the value of the procurement for goods or services funded by SCIIP/RIA does not exceed \$250,000, the Grantee may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. These informal procurement methods include:
  - i. ***Micro-purchases – under \$10,000***  
Micro-purchases may be awarded without soliciting competitive price or rate quotations if the Grantee considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. To the maximum extent practicable, the Grantee should distribute micro-purchases equitably among qualified suppliers.
  - ii. ***Small purchases – \$10,000 - \$250,000***  
For small purchases, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the Grantee and RIA.
2. ***Formal Procurement Methods*** - When the value of the procurement for property or services exceeds \$250,000, formal procurement methods are required. The following formal methods of procurement are used for procurement of property or services:
  - i. ***Sealed bids.*** Bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction services or materials only (if the materials purchased will exceed the small purchases threshold). In order for sealed bidding to be feasible, the following conditions should be present:
    - ✓ A complete, adequate, and realistic specification or purchase description is available;



- ✓ Two or more responsible bidders are willing and able to compete effectively for the business; and
- ✓ The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- ❖ Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised. Grantees are expected to advertise in the South Carolina Business Opportunities (SCBO) at a minimum. RIA recommends advertising construction contracts for 30 days;
- ❖ The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- ❖ All bids will be opened publicly at the time and place prescribed in the invitation for bids;
- ❖ After RIA review of the contract documents and procurement process, a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
- ❖ Any or all bids may be rejected if there is a sound documented reason.

*RIA recommends advertising in South Carolina Business Opportunities (SCBO) for 30 days.*

ii. Competitive Proposals. A fixed price or cost-reimbursement type contract is awarded. This type of procurement is used for engineering and planning services as well as some alternative construction methods, such as Construction Manager at Risk (CMAR). Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:

- ❖ Requests for Qualifications and Requests for Proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized RFQs and RFPs must be considered to the maximum extent practical;
- ❖ The Grantee must have a written method for conducting technical evaluations of the proposals received and making selections. A qualified review committee, consisting of an uneven number of members, must be established to review and rank the proposals using the published selection criteria. The Grantee must also document the review and selection process;

- ❖ A cost or price analysis should be conducted in connection with every formal procurement or contract modification; and
  - ❖ Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the Grantee, with all applicable factors considered.
3. **Noncompetitive Procurement** - There are specific circumstances in which noncompetitive procurement can be used. *Grantees should contact RIA if considering pursuing noncompetitive procurement of goods or services for a grant-funded project.* Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:
- i. The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold;
  - ii. The item is available only from a single source;
  - iii. The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation; or
  - iv. After solicitation of a number of sources, competition is determined inadequate.

**NOTE:** *The federal expenditure deadline associated with SCIIP funding is not sufficient justification for use of noncompetitive procurement methods.*

### **C. Procurement of Architectural/Engineering (A/E) Professional Services**

1. The Grantee should use competitive RFQ procedures for qualifications-based procurement of A/E professional services whereby the offeror's qualifications are evaluated, and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. This method, where *price is not used* as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services even if A/E firms are a potential source to perform the proposed effort.
2. Offerors must be evaluated using only the criteria stated in the RFQ. Such criteria may include, but are not limited to, qualifications of the firm and personnel, past performance, and experience on similar projects.
3. A qualified review committee, consisting of an uneven number of members, must be established to review and rank the offerors using the published selection criteria. The Grantee must also document the review and selection process.
  - i. Once a firm is selected, the Grantee may negotiate a contract and price.



4. An Indefinite Delivery or “on-call” engineering contract may be acceptable as long as the Grantee can document that it was procured using competitive RFQ or RFP procedures that meet federal requirements. Such contracts typically require the issuance of a “work order” for specific projects which would have to incorporate applicable federal contract provisions if federally funded.
  - i. It is acceptable for the “on-call” contract to have begun prior to March 3, 2021 as long as the “project contract” or “work order” for the services to be covered with SCIIP funds was issued after March 3, 2021 and documentation of compliance with federal requirements is provided. RIA must review any pre-award expenses for eligibility and confirm compliance with state and federal requirements before approving reimbursement.
  - ii. RIA must review the method of procurement for post-award expenses prior to issuance of a work order for a project funded in whole or in part by SCIIP.
5. **Section IV: Federal Compliance Requirements** outlines terms and conditions that must be included, as applicable, with all SCIIP-funded contracts and agreements.
6. Qualifications must be directly solicited from an adequate number of qualified firms and should be advertised in SCBO for a reasonable time to ensure competition. It is recommended that solicitations for A/E professional services be advertised for 15-30 days.
7. The Grantee must perform a cost or price analysis in connection with the negotiation of a contract for A/E services.
8. Per [2 CFR 200.319](#), to eliminate an unfair competitive advantage, engineers that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals should be excluded from competing for such procurements. However, consistent with state procurement regulations, if the grantee makes the preliminary engineering information available as part of the RFQ for engineering services for the project, then the engineer that prepared the information **will not be prohibited** from responding to the RFQ. To make such information available to all prospective offerors, the grantee will be required to post or publish online all relevant preliminary engineering information for public access at the time of the RFQ. If SCIIP funds are used for engineering services, grantees will have to certify that they complied with all federal requirements when procuring those services.
9. It is recommended that a contract for A/E services require final payment to be withheld until approval of the final deliverable.
10. SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked using the SAM website at <https://www.sam.gov>.
11. RIA does not provide a standard RFQ/RFP package or contract agreement for A/E professional services. Grantees should ensure that such documents adhere to all RIA, state and federal requirements including those listed in the General Procurement section of this document.



12. If the contract is to be funded in whole or in part with SCIIP or RIA state funds, the Grantee must submit to RIA all proposed A/E professional services contracts for work within the scope of the approved grant prior to executing those agreements. The **Professional Services Contract Submission Checklist** form may be used to ensure the required documents are submitted to RIA for review. In addition to the submission of the contract, the Grantee must submit the following to RIA for review:

Professional Services Contract Submission Requirements:

- ✓ Contract request for qualifications or proposals package (including the instructions to bidders, general conditions, specifications, evaluation criteria, and addenda),
  - ✓ Evidence of solicitation and dates,
  - ✓ The committee ranking and recommendation of award,
  - ✓ Copy of the winning offeror's response,
  - ✓ Contract agreement (complete, but unexecuted)
  - ✓ **Grantee Debarment Certification Form** for the proposed contractor,
  - ✓ Documentation of active SAM registration
  - ✓ Commitment of additional non-SCIIP or non-RIA funds (if needed).
13. Upon execution of the contract after RIA review and approval, the Grantee must provide RIA with a fully executed copy. All contract amendments must be reviewed by RIA prior to execution.

#### **D. Procurement of Other Professional Services**

1. Competitive proposals should be used for all planning and other professional services that are not architectural or engineering and exceed the threshold for informal procurement methods (see the Methods of Procurement section of this document).
  - i. Such procurements involve the issuance of an RFP only or may include the following two-step process:
    - a. In the two-step process, the RFQ is used to identify and rank qualified firms. The highest-ranking qualified firms are then invited to submit an RFP.
2. Proposals should include all work approved in the RIA application budget and cost estimate. Proposals must correspond to each deliverable to be included in the contract documents and the final contract must include a payment schedule. If necessary, RIA may require further detail prior to the disbursement of grant funds.
3. When using the RFP process, the following requirements apply and should be followed in the order listed below:



- i. The Grantee must develop a written RFP outlining the scope of the services required and the selection criteria. The RFP must clearly explain all technical and financial requirements that the bidder/offeror must fulfill in order for its bid/offer to be evaluated by the Grantee. Solicitations for planning studies must be based on a clear and accurate description of the work to be performed;
  - ii. RFPs must require the bidder/offeror to submit detailed qualifications of the firm and personnel to be involved with the contract;
  - iii. The RFP must state the relative importance of the factors to be considered in evaluating proposals. A numerical weighting for each factor is not required but could be included. Price must be an evaluation factor;
  - iv. Proposals must be directly solicited from an adequate number of qualified firms and should be advertised in SCBO for a reasonable time to ensure competition. It is recommended that solicitations for professional services be advertised for 15-30 days.
  - v. A qualified review committee, consisting of an uneven number of members, must be established to review and rank the proposals using the published selection criteria. The Grantee must document the review and selection process;
  - vi. Proposals must be evaluated using only the criteria stated in the RFP. Such criteria must include price and may include, but are not limited to, qualifications of personnel, past performance, and experience on similar projects as well as the ability to meet the project schedule;
  - vii. The award must be made to the responsible offeror/bidder whose proposal is determined in writing to be the most advantageous to the Grantee, taking into consideration the evaluation factors set forth in the RFP. Under this procurement method, the contract does not need to be awarded to the lowest bidder provided that the final price is reasonable, and the selection is made following the stated criteria; and
  - viii. The Grantee negotiates a final contract with the selected offeror.
4. The Grantee must perform a cost or price analysis in connection with the contract for other professional services.
5. It is recommended that a contract for planning services require final payment to be withheld until approval of the final deliverable.
6. **Section IV: Federal Compliance Requirements** outlines terms and conditions that must be included, as applicable, with all SCIIP-funded contracts and agreements.
7. SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked using the SAM website at <https://www.sam.gov>.



8. RIA does not provide a standard RFQ/RFP package or contract agreement for professional services or planning studies. Grantees should ensure that such documents adhere to all RIA, state and federal requirements including those listed in the General Procurement section of this document.
9. If the contract is to be funded in whole or in part with SCIIP/RIA state funds, the Grantee must submit to RIA all proposed professional services contracts for work within the scope of the approved Grant prior to executing those agreements. The **Professional Services Contract Submission Checklist** may be used to ensure the required documents are submitted to RIA for review. In addition to the submission of the contract, the Grantee must submit the following to RIA for review:

Professional Services Contract Submission Requirements:

- ✓ Contract request for qualifications or proposals package (including the instructions to bidders, general conditions, specifications, evaluation criteria and addenda),
  - ✓ Evidence of solicitation and dates,
  - ✓ The committee ranking and recommendation of award,
  - ✓ Copy of the winning offeror's response,
  - ✓ Contract agreement (complete but unexecuted),
  - ✓ **Grantee Debarment Certification Form** for the proposed contractor,
  - ✓ Documentation of active SAM registration
  - ✓ Commitment of additional non-RIA funds (if needed).
10. Upon execution of the contract after RIA review and approval, the Grantee must provide RIA with a fully executed copy. All contract amendments must be reviewed by RIA prior to execution.

## **E. Procurement of Materials Only**

1. If a Grantee procures materials after grant award but prior to competitively bidding and executing a contract for construction services, the proposed procurement documents must be reviewed by RIA prior to purchasing the materials. Informal procurement methods should be used for the purchase of materials under \$250,000. Competitive sealed bids should be used for the procurement of materials over \$250,000. The storage of such materials for use on the SCIIP project should be carefully considered. Costs associated with the materials-only purchase are not eligible for SCIIP reimbursement until after the materials are incorporated into the Contractor's Application for Payment (either as stored materials or work installed).

## **F. Procurement of Construction Services**

1. The preferred method of procuring construction services is competitive sealed bids, as outlined in the Methods of Procurement section of this document.

2. The Grantee should obtain all necessary federal, state and/or local permits required for the construction of grant-funded improvements prior to bid advertisement, unless otherwise authorized.
3. The Grantee must certify that all necessary real property and/or right of ways/easements have been acquired prior to bid advertisement, unless otherwise authorized.
4. Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised. Grantees are expected to advertise in SCBO at a minimum. RIA recommends advertising construction contracts for 30 days.
5. The Grantee must perform a cost or price analysis in connection with every formal procurement action, including contract modifications.
6. RIA does not provide a standard bid package or contract agreement for construction. Grantees should refer to the Engineers Joint Contract Documents Committee (EJCDC) standard contract documents available from the American Society of Civil Engineers (ASCE), the National Society of Professional Engineers (NSPE), the Associated General Contractors of America (AGC) or similar organizations.
7. All contracts should include terms and conditions as well as certifications required for all applicable federal requirements for the SCIIP program.
8. Bids should include all work approved in the SCIIP application budget and cost estimate. Bids should limit the use of lump sums and include quantities and itemized costs for all work to be completed. In the event the activity being bid does not reasonably lend itself to unit price bidding, then a schedule of values with such detail must be obtained from the low bidder and submitted to RIA for approval prior to disbursement of grant funds.
9. In general, contingency and allowances that are itemized in a bid must be paid for with other funds. Changes to the scope of work in a construction contract must be documented through the change order process.
10. **Where feasible, alternates are strongly encouraged in the event bids come in under or over budget.** The minimum required work should be included in the base bid. If alternates are used, the bid document must clearly indicate how alternates will be selected and how the low bid price will be determined.
11. To ensure maximum competition, a single brand name should not be used in the bid specifications unless an “or equal” clause is included. When “or equal” is used, the specifications should also identify the essential features required to determine that a product/manufacturer is equal.

*When requesting a permit from DHEC or SCDOT, it is important to indicate it is for a SCIIP-funded project.*



12. The Grantee must submit any sole source or emergency procurement documentation for RIA review in advance of contract execution.
13. The Grantee is encouraged to use value engineering clauses in contracts for projects of reasonable size to offer reasonable opportunities for cost reductions.
14. To address costs, the solicitation can include a cost range (i.e., Construction costs are expected to be between \$xxx and \$xxx).
15. It is recommended that the construction contract require retainage to be withheld from payments to the contractor in an effort to ensure timely completion of the project.
16. **Section IV: Federal Compliance Requirements** outlines terms and conditions that must be included, as applicable, with all SCIIP-funded contracts and agreements.
17. For construction contracts exceeding \$100,000, the Grantee should obtain:
  - A bid guarantee from each bidder equivalent to at least 5% of the bid price. The “bid guarantee” must be a firm commitment in the form of a bid bond, certified check or other negotiable instrument as assurance that the bidder is prepared to execute a contract within the time specified for the bid amount;
  - A performance bond from the contractor for 100% of the contract price to secure the contractor’s fulfillment of all obligations under the contract; and
  - A payment bond from the contractor for 100% of the contract price to assure payment of all persons supplying labor and material under the contract.
18. It is *recommended* that contractors be required to have hazard insurance, including fire, extended coverage, vandalism, and malicious mischief insurance equal to the actual value of the insured property during construction.
19. SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked using the SAM website at <https://www.sam.gov>.
20. The Grantee must submit to RIA all proposed construction contracts (funded in whole or in part by SCIIP or RIA state funds) for work within the scope of the Grant prior to executing those agreements. The **Construction Contract Submission Checklist** may be used to ensure the required documents are submitted to RIA for review. In addition to the submission of the contract for review, the Grantee must submit the following to RIA for review:

Construction Contract Submission Requirements:

- ✓ Construction bid packages (including the instructions to bidders, general conditions, specifications, drawings and addenda)
- ✓ Evidence of bid advertisement and dates



**RIA must review every construction contract prior to its execution.**

- ✓ The certified bid tabulation
- ✓ Review of cost reasonableness and recommendation of award including the contract amount and any accepted alternates (an explanation of any bid discrepancies should also be provided)
- ✓ Copy of the winning bidder's response
- ✓ Bid bond
- ✓ Documentation of hazard insurance, if provided
- ✓ Contract agreement (complete but unexecuted)
- ✓ **Grantee Debarment Certification Form** for the proposed contractor and any subcontractors
- ✓ Documentation of active SAM registration
- ✓ Certification by the Grantee that all necessary property, ROW and/or easements have been acquired
- ✓ Certification by the Grantee that any required federal, state and/or local permits have been secured
- ✓ Commitment of additional non-RIA funds (if applicable)

21. In the event bids come in over budget, generally the Grantee may:

- i. Award to the lowest bidder even if it comes in over the estimated cost as long as additional funds can be secured and committed prior to awarding the contract.
- ii. **Negotiate with ALL bidders** (assuming all bidders are qualified) by requesting a revised bid from all bidders. ***All bidders must be treated equally.*** For example, the Grantee cannot ask one bidder for a revised bid and exclude the other bidders from providing a revised bid.
- iii. Re-evaluate the scope of work to reduce project costs and solicit bids again.

22. A **Grant Amendment Request** may also be required if the scope of work is substantially changed, or the budget is impacted more than 10%. The Grantee is required to provide RIA with a written commitment for any additional funds required for construction prior to executing the contract.

***IMPORTANT! Contact your Grant Manager before taking any action if bids are over budget.***

## G. Procurement of Construction Contracts Using Alternative Delivery Methods

1. Most RIA Grantees will utilize the Design-Bid-Build delivery method for the procurement of construction contracts. Alternative delivery methods – such as Design-Build and Construction Manager at Risk (CMAR) – may be utilized for more complicated projects. These alternative delivery methods may be used on projects funded, in whole or in part, with SCIIP/RIA grant funds if such procedures are allowed in written, local procurement policies and procedures and the Grantee can document compliance with federal procurement requirements.
2. Alternative delivery methods such as CMAR may be procured using competitive proposals as outlined in the Methods of Procurement section, as long as price is one of the selection factors considered.
3. Grantees that desire to use an alternative delivery method on a SCIIP/RIA state-funded project should submit a request to RIA in writing outlining the rationale and process. **Please consult with RIA staff for guidance prior to selecting this method.**
4. Alternative construction delivery is generally procured using competitive proposals as outlined in the Methods of Procurement section of this document. It is acceptable to use an RFQ process to pre-qualify firms prior to soliciting proposals. Chapters 11 and 12 of the [SC Office of the State Engineer's Manual](#) contains more specific guidance on procurement through alternative delivery methods. While the oversight and form completion requirements in the State Engineer's Manual do not apply to SCIIP projects, procedures described therein may be helpful as best practices.
  - i. One alternate delivery method allows a two-step process whereby an RFQ is issued for the engineering design services and then an RFP, where price is a factor, is used to solicit proposals for a Construction Manager at Risk who will provide a Guaranteed Maximum Price (GMP) for the work.
5. **Section IV: Federal Compliance Requirements** outlines terms and conditions that must be included, as applicable, with all SCIIP-funded contracts and agreements.
6. SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked using the SAM website at <https://www.sam.gov>.
7. Once a grant is awarded, contract documents should generally not be executed prior to RIA review, unless pre-award expenses have been approved. The **Construction Contract Submission Checklist** may be used to ensure the required documents are submitted to RIA for review. The Grantee must generally submit the following information to RIA for review:

*Price **must** be one of the factors used to evaluate CMAR proposals.*

Alternate Delivery Contract Submission Requirements:

- ✓ Procurement package (including the instructions to offerors/bidders, general conditions, specifications, drawings and addenda as well as the selection factors);
  - ✓ If offerors were pre-qualified using an RFQ, include the RFQ and evaluation/ranking of the responses;
  - ✓ Evidence of RFQ/RFP advertisement and dates;
  - ✓ An evaluation and ranking of the bids or proposals received, review of cost reasonableness and the recommendation of award;
  - ✓ Copy of the selected offeror's response;
  - ✓ Certification that the alternate delivery method selected adheres to local and/or state procurement policies;
  - ✓ Bid bond;
  - ✓ Documentation of hazard insurance, if provided
  - ✓ Contract agreement;
  - ✓ **Grantee Debarment Certification Form;**
  - ✓ Documentation of active SAM registration
  - ✓ Certification by the Grantee that all necessary property, ROW and/or easements have been acquired or will be acquired prior to construction;
  - ✓ Certification by the Grantee that any required federal, state and/or local permits have been secured or will be prior to construction (when available);
  - ✓ Commitment of additional non-RIA funds (if applicable); and
  - ✓ Additional project-specific information requested by RIA.
8. The Grantee must not begin the construction phase of the project until RIA has approved the alternative delivery method.
9. Grantees that utilize alternative delivery methods will be required to provide RIA with detailed project and cost updates (e.g., guaranteed maximum price) – in addition to those required elsewhere – at intervals appropriate to the delivery method being used.

## H. Construction Contracts and Change Orders

1. The Grantee is responsible for implementation of the project in accordance with the program requirements notwithstanding the Grantee's designation of, or contract with, any third party or parties for the undertaking of all or any part of the project.
2. RIA strongly encourages the use of a construction project sign to identify the site as a project funded in whole or in part by SCIIP funds. See RIA's website for sign specifications and additional information.
3. The Grantee must provide RIA with a copy of the fully executed contract and the construction Notice to Proceed once it is executed.
4. All change orders must be submitted to RIA for review:

- i. Major change orders must be submitted to RIA for review in advance of being fully executed. A major change order involves adding or deleting primary activities or represents more than a 10% change in quantities or total contract price.
  - ii. If a change order involves a major change in the scope of work, cost or location of activities, a **Grant Amendment Request** may also be required. Such change orders should not be executed until RIA has reviewed and approved the grant amendment.
  - iii. Minor change orders do not require RIA review in advance but must be submitted with or prior to the next **Request for Payment** of grant funds as part of the invoice documentation.
  - iv. If all grant funds have been expended, submit all subsequent change orders prior to the final payment on the contract.
5. The **Change Order Submission Checklist** may be used to ensure that the required information is submitted to RIA for review. In addition to the submission of the change order for review, the Grantee must submit the following to RIA:

Change Order Submission Requirements:

- ✓ Contract change order form indicating engineer's recommendation;
  - ✓ Description of changes to the contract including itemized quantities and costs;
  - ✓ Engineer's justification of the need for the change order;
  - ✓ Documentation of how costs were determined if different from the contract unit prices and determination by the engineer that such costs are reasonable;
  - ✓ Map showing location of any new or revised activities; and
  - ✓ Commitment letter from the Grantee for any costs which exceed or are not covered by RIA-funded grants or other construction funding commitments previously approved.
6. Construction is considered complete when all contract requirements have been fully met and a permit to operate has been obtained by the Grantee (if a permit is required).
7. The final release of liens should be obtained from the contractor prior to or concurrent with the release of the final contract payment.

## IV. Federal Compliance Requirements

The American Rescue Plan Act established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program to provide support to state and local governments in responding to the economic and public health impacts of COVID-19. The US Department of Treasury, as the federal entity responsible for the administration and oversight of those funds, has established federal compliance requirements applicable to RIA's SCIIP-funded grants.

Grantees administering projects funded in whole or in part by SCIIP are responsible for ensuring compliance with applicable federal, state, and local regulations, including but not limited to:

- ❖ US Treasury Final Rule, and other Treasury rules, policies, procedures, and directives;
- ❖ Uniform Guidance (2 CFR 200), including Uniform Administrative Requirements, Cost Principles, and Audit Requirements; and
- ❖ All reporting and compliance guidance published to date and that may be published in the future.

A list of key compliance considerations is provided here to serve as a general guide; however, the SCIIP grant recipient will be responsible for understanding and ensuring compliance with all applicable federal, state, and local regulations, and shall provide for such compliance by other parties in any agreements or contracts it enters into as part of the SCIIP-funded project. Federal regulations applicable to this award include, without limitation, the following:

### **A. Grantee Integrity and Performance Matters**

1. As outlined in the [Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles](#), allowable costs are based on the premise that a Grantee is responsible for the effective administration of SCIIP awards, application of sound management practices, and administration of SCIIP funds in a manner consistent with the program objectives and terms and conditions of the award.
2. RIA is required to report through the System for Award Management (SAM), which is part of the designated integrity and performance system for federal awards, about civil, criminal, or administrative proceedings related to federally awarded grants. All information reported through SAM will be publicly available. ([2 CFR Part 200 Appendix XII](#))
3. Grantees are required to provide a Unique Entity Identifier (UEI). Grantees and third-party subrecipients, including contractors, subcontractors and consultants should maintain an active registration with SAM ([www.sam.gov](http://www.sam.gov)) throughout the grant and/or contract period. Failure to maintain a valid SAM registration could result in non-payment or repayment of SCIIP funds.



- i. It is the responsibility of the prime contractor to ensure that any subcontractors obtain and maintain an active SAM registration throughout the contract period for verification of debarment status.
4. If Grantees or third-party subrecipients are not registered in SAM.gov and therefore do not have a Unique Entity Identifier (UEI), then additional information about the organization may be required in accordance with 2 CFR Part 170.
  - i. Grantees would need to report the names and total compensation of their five most highly compensated executives for the preceding completed fiscal year if the Grantee received 80% or more of its annual gross revenues, or \$25 million or more, from federal sources and if the information is not otherwise public.

## **B. Equipment and Real Property Management**

1. Any purchase of equipment or real property with SCIIP funds must be consistent with the Uniform Guidance at [2 CFR Part 200, Subpart D](#). Equipment and real property acquired under this program must be used for the originally authorized purpose. Any equipment or real property acquired using SCIIP funds shall be vested in the Grantee. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations., including record-keeping, maintenance, and disposition of property once it is no longer needed for the original purpose.
2. Compliance with the Uniform Relocation and Real Property Assistance Act is not required as part of the SCIIP grant, unless other federal funds that require compliance are used as part of the project. Grantees may refer to the process outlined in this Act for best practices when acquiring property or easements/ROW necessary for the project, which include appraisal of property prior to negotiations, provision of a written offer to the property owner, payment prior to possession of the property, and reimbursement of expenses resulting from the transfer of the title.

(NOTE: Guidance previously issued in the SCIIP FAQs indicated the Uniform Act does apply to SCIIP grants; however, after receiving additional clarification, the statement above supersedes that of the FAQs.)

## **C. Maintenance and Access to Records**

1. The Grantee shall maintain records and financial documents sufficient to demonstrate compliance with section 602(c) of the Social Security Act, the US Treasury's Final Rule, policies, procedures, and other directives implementing the American Rescue Plan Act as well as the Uniform Guidance found at 2 CFR 200. Please see *Section I: Grant Management* for more information.
2. The State of South Carolina, RIA, the US Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee to conduct audits or other investigations.



3. Records shall be maintained by Grantee until December 31, 2031, or for a period of five years after all funds have been expended or returned to Treasury, whichever is later.

#### **D. Reporting**

1. As the recipient of SCIIP funds, Grantees must complete financial, performance and compliance reporting as required and outlined in the Reporting section of this guidance document. Grantees are required to maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, Grantees must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting.

#### **E. Conflicts of Interest**

1. The Grantee must maintain a conflict-of-interest policy that is applicable to each activity funded under this award. Grantee must disclose in writing to Treasury or RIA, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112.

#### **F. Single Audit Requirement**

1. 2 CFR Part 200 [Subpart F – Audit Requirements of the Uniform Guidance](#), implementing the Single Audit Act, shall apply to this award.
  - i. Federal policy states that any organization that expends federal funds which singly or cumulatively equals or exceeds \$750,000 per year shall have an audit performed in accordance with OMB Circular A-133 “Audits of Higher Education and Other Nonprofit Institutions.” All such audits must be completed and submitted to RIA within nine months after the end of the fiscal year. *NOTE: SCIIP funds are federal funds. RIA state grant funds are not considered federal funds.*

#### **G. Civil Rights Requirements**

1. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq.) and Treasury’s implementing regulations at 31 CFR Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. **The Fair Housing Act, Title VIII of the Civil Rights Act of 1968** (42 U.S.C. 3601et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. **Section 504 of the Rehabilitation Act of 1973, as amended** (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. **The Age Discrimination Act of 1975, as amended** (42 U.S.C. 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. **Title II of the Americans with Disabilities Act of 1990, as amended** (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.

## **H. Fair Labor Requirements**

1. All contracts made by a Grantee in excess of \$100,000 with respect to water and sewer infrastructure projects that involve employment of mechanics or laborers must include a provision for compliance with certain provisions of the **Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704**, as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). See the *Terms and Conditions for Federal Contracts* section below.
2. The US Treasury has indicated that it is important that SLFRF-funded projects be carried out in ways that produce high-quality results, avert disruptive and costly delays, and promote efficiency. To document grantee efforts to support these goals, recipients of **SCIIP grants greater than \$10 million** must require all SCIIP-funded contractors and subcontractors to pay prevailing wages to all laborers and mechanics on the project, in compliance with the applicable provisions of the Davis-Bacon Act. These grantees must also report on labor-related information.
  - i. For SCIIP grants over \$10 million, grantees must do the following to comply with the Davis-Bacon Act:
    - a. Require Davis-Bacon prevailing wage compliance in any construction contracts funded by the SCIIP grant.
    - b. Provide the following to the affected contractor(s) at contract execution or as soon as possible thereafter:
      - The US Department of Labor prevailing wage determination for the appropriate county at the time of contract execution. Prevailing wages for Heavy Construction by county and classification can be found at [sam.gov/content/wage-determinations](https://sam.gov/content/wage-determinations). The prevailing wages at the time of contract execution should be used for the life of the contract.
      - The US Department of Labor WH-347 certification form.





- c. Advise the contractor(s), in writing, of the following responsibilities:
- Ensure that all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired by subcontractors or third parties, are paid wages and benefits not less than those listed for the appropriate classification of worker on the applicable prevailing wage determination, provided by the grantee.
  - Provide all subcontractors with the applicable prevailing wage determination and a copy of the US Department of Labor WH-347 certification form and advise them of their responsibilities to document compliance with Davis-Bacon prevailing wages.
  - Determine the correct wage classification of laborers and mechanics using the Davis-Bacon wage determination provided by the grantee.
  - Certify the payment of prevailing wages by the contractor as well as any subcontractors on the SCIIP Contractor Pay Request Certification form, submitted with each construction contract application for payment.
  - Document Davis-Bacon Act compliance on the Department of Labor form WH-347 and maintain weekly payroll records for all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired through third parties. All documentation should be maintained until December 31, 2031. Ensure that subcontractors maintain such documentation as well.
  - If requested by the grantee, RIA, US Treasury, or any other state or federal agency, provide statements of compliance and payroll documentation to verify payment of prevailing wages to all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired by subcontractors or third parties.
- d. Obtain the SCIIP Contractor Pay Request Certification form from all SCIIP-funded contractors with each application for payment.
- e. If needed, request payroll documentation from contractor(s) to verify payment of prevailing wages.
- f. At project closeout, certify that all laborers and mechanics employed by contractors and subcontractors in the performance of the project were paid wages at rates not less than those prevailing.
- ii. For SCIIP grants over \$10 million, grantees must also report on efforts to ensure a qualified workforce for the project, including information about any local hiring preferences and any Community Benefit Agreements that impact contracts funded in whole or in part by the SCIIP grant. A Community Benefit Agreement is defined as a contract between the entity responsible for the construction of a project and the community where the project is taking place. Such agreements can include provisions related to job creation, hiring preferences, environmental protections, or other concerns of the community.



3. Projects with a SCIIP grant of less than \$10 million that also use local ARPA SLFRF funds may also be required to report labor-related information if the total SLFRF funds equals \$10 million or more. Grantees in that situation should consider collecting and maintaining the information locally to document compliance, but RIA will not collect or report this information for SCIIP grants less than \$10 million.
4. If a SCIIP project of any size is also funded in any part with other federal, non-SLFRF funds where the Davis-Bacon Act or other related labor standards are required, then the whole construction project is subject to those requirements.

#### **I. Procurement, Suspension and Debarment of Contractors**

1. Grantees are responsible for ensuring that any procurement using SCIIP funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the [Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327](#), as applicable. See the Procurement section of this document for additional guidance.
2. In accordance with 2 CFR Part 180 and Treasury's implementing regulation at 31 CFR Part 19, SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status can be checked on the System for Award Management (SAM) website at <https://www.sam.gov>.

#### **J. Clean Air Act and Federal Water Pollution Control Act**

1. The Grantee and its contractors agree to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* Grantee and its contractors agree to report each violation to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Grantees and its contractors agree to include these requirements in each subcontract exceeding \$150,000 financed, in whole or in part, with SCIIP funds.
2. The Grantee and its contractors agree to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Grantee and its contractors agree to report each violation to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. Grantee and its contractors agree to include these requirements in each subcontract exceeding \$150,000 financed, in whole or in part, with SCIIP funds.

#### **K. Procurement of Recovered Materials**

1. The Grantee and its contractors shall make maximum use of products containing recovered materials that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the project performance schedule, (2) meet project performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on [EPA's website](#). The Grantee and its contractors also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.



## **L. Other Federal Compliance Requirements**

1. Grantees are responsible for complying with the Government wide Requirements for Drug-Free Workplace set forth in [31 CFR Part 20](#).
2. Grantees are prohibited from using grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in [31 CFR Part 21](#).

## **M. Terms and Conditions for Federal Contracts**

RIA is accountable to Treasury for oversight of Grantees, including ensuring their subrecipients as well as subcontractors or contractors comply with the following applicable contract provisions required by [2 CFR 200 Appendix II](#). Grantees should include these provisions, when applicable as outlined below, in all contracts or subawards related to the SCIIP-funded grant project. In the event of a conflict between these Federal Provisions, the body of the contract, or any attachments or exhibits incorporated into and made a part of the contract, the Federal Provisions shall control.

### **1. Termination for Cause and Convenience**

*The following provision is required for all SCIIP-funded contracts:*

The contract may be terminated in whole or in part as follows:

- i. By the Grantee, if a contractor fails to comply with the terms and conditions of the SCIIP award;
- ii. By the Grantee, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- iii. By the Grantee with the consent of the contractor, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- iv. By the Grantee upon written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Grantee determines in the case of partial termination that the reduced or modified portion of the contract will not accomplish the purposes for which the contract was made, the Grantee may terminate the contract in its entirety; or
- v. By the Grantee pursuant to termination provisions included in the SCIIP award.



## 2. Administrative, Contractual, and Legal Remedies

*If the contract is in excess of \$150,000, the following provision is required for the SCIIP-funded contract:*

In addition to any of the remedies described elsewhere in the contract, if the contractor materially fails to comply with the terms and conditions of this contract, including any federal or state statutes, rules or regulations, applicable to this contract, RIA or the Grantee may take one or more of the following actions:

- i. Temporarily withhold payments pending correction of the deficiency by the contractor;
- ii. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
- iii. Wholly or partly suspend or terminate this Contract; and
- iv. Take other remedies that may be legally available.

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

## 3. Equal Opportunity Clause

*Per the definition of “federally assisted construction contract” as defined by 41 CFR Part 60 – 1.3, the following provisions are required for all SCIIP-funded contracts:*

During the performance of this contract, the contractor agrees as follows:

- i. 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:
  - a. 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.



- ii. 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.
- iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining contract 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.
- iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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.
- vi. 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, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

4. Debarment and Suspension (Executive Orders 12549 and 12689)

*The following provision is required for all SCIIP-funded contracts:*

- i. The Contractor certifies that it is not listed on the government-wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."



5. Contract Work Hours and Safety Standards Act

*If the contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the following provision is required for the SCIIP-funded contract:*

- i. The Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

6. Davis-Bacon and Related Acts

*For projects using over \$10 million of SLFRF funds (SCIIP and/or local ARPA funds) or those that are funded in any part with federal, non-SLFRF funds where the Davis-Bacon Act and other labor standards are required, then the whole construction project is subject to those requirements, and the following provision is required for the SCIIP-funded contract:*

- i. The Contractor must comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must pay wages not less than once a week.
- ii. The Contractor must comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

## Appendices

### A. Signature Requirements

### B. Project Forms & Documents

- Authorized Signatures for Payments and Checks
- Subrecipient Agreement
- Exhibit A Subrecipient Agreement
- Grantee Debarment Certification Form
- Professional Services Contract Submission Checklist
- Professional Services Contract Amendment Checklist
- Construction Contract Submission Checklist
- Construction Change Order Submission Checklist
- Request for Payment
- Contractor Pay Request Certification
- Quarterly Progress Report – Construction Projects
- Viability Planning Grant Quarterly Progress Report
- Grant Amendment Request
- Grant Checklist
- Close-Out Report and Final Certification

**Additional Form for SCIIP Grants over \$10 million:**

Project Workforce Report and Davis-Bacon Certification



## Signature Requirements

Original signatures (with pen and ink) are required on certain RIA documents. The following table is provided to assist Grantees in ensuring that original signatures are provided where needed.

Original signatures are required on the following RIA documents	Original or electronic signatures are acceptable on the following RIA documents
<ul style="list-style-type: none"> <li>• <b>Grant Award</b></li> <li>• <b>Authorized Signatures for Payments and Checks form</b></li> <li>• <b>Grant Award Decrease for Grant Close-Out (if applicable)</b></li> </ul>	<p>All other RIA documents not listed in the first column</p>



## Authorized Signatures for Payments and Checks

Please **print** or **type** the following information.

### Block 1: Grantee Name & Address

SCIIP Grant #: \_\_\_\_\_  
 RIA State Grant # (if applicable): \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Grantee: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**NEW! SAM.gov Unique Entity Identifier (UEI):** \_\_\_\_\_

### Block 2: Processing Method for Payments

Is your organization set up to receive direct deposits from the State Treasurer's Office (STO)? Yes  No

If no, please go to [www.Treasurer.sc.gov/ach](http://www.Treasurer.sc.gov/ach) and complete the enrollment form. Until you are enrolled in the electronic payment method, the STO will mail checks to the address listed on the federal Request for Taxpayer Identification Number and Certification Form (W-9) which is on file at the STO. Please contact the STO to update the form if you have had a change in address.

*Upon receipt of the check or direct deposit, you should promptly deposit it in the account designated for this grant.*

### Block 3: Individuals Authorized to Sign RIA Request for Payment Forms and Checks

*Please list all individuals who typically sign checks on behalf of the grantee in the spaces below. Additional forms may be used if needed.*

*Only individuals listed in Block 3 are authorized to request funds or sign checks using RIA grant funds.*

*Two authorized signatures are required on all checks using grant funds.*

*Only one authorized signature is required on RIA Request for Payment forms.*

A. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

B. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

C. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

D. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

E. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

F. Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

### Block 4: Authorized Chief Executive Official

*I certify that the individuals whose signatures appear in Block 3 are authorized to sign checks and make requests for payment on the grant. I also understand that as the certifying official, I cannot sign checks or make requests for payment.*

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Original Signature: \_\_\_\_\_

### Submit to RIA

**Return this form to RIA within 30 days of receipt of grant award.**

If additional authorized individuals are needed in Block 3, submit additional forms/pages.

If staff changes occur, revise and resubmit this form.

**Remember: Only individuals listed in Block 3 are authorized to request funds or sign checks using SCIIP or RIA state grant funds. Two signatures are required on checks.**

The individual who signs Block 4 must be a Chief Executive Official or other authorized official such as the council chair. The person in Block 4 cannot also be listed in Block 3.

## Subrecipient Agreement

**BETWEEN** \_\_\_\_\_ (Grantee) **AND** \_\_\_\_\_ (Subrecipient)

This Agreement by and between \_\_\_\_\_ as the recipient (“Grantee”) of grant funds from the SC Rural Infrastructure Authority (“RIA”) under grant # \_\_\_\_\_ (“Grant”) for ( \_\_\_\_\_ ) (the “Project”) and \_\_\_\_\_ as the Subrecipient (“Subrecipient”) of the Grantee do mutually agree to the terms and conditions stated herein and agree that no funds will be disbursed prior to the date of the execution of this Subrecipient Agreement (the “Agreement”). This Agreement will remain in effect until the Grant is closed, the Project is complete, and required audits have been conducted. Any modification or amendment to this Agreement must be made in writing and is subject to the requirements of the RIA.

The Grant was awarded under the South Carolina Infrastructure Investment Program (“SCIIP”) that RIA established in accordance with the Intergovernmental Agreement for the State and Local Fiscal Recovery Funds (“SLFRF”) from the American Rescue Plan Act (“ARPA”) in the State of South Carolina between the South Carolina Department of Administration, Executive Budget Office, and RIA. The application that was approved by RIA in connection with the Grant (the “Application”) is incorporated by reference in this Agreement. Any provisions contained herein which are found to be inconsistent with the SCIIP and RIA program requirements, or its implementing authority, will be deleted or appropriately modified as directed by the RIA.

**Purpose:** It is the purpose and intent of this Agreement to enable the Grantee to provide Grant funds to the Subrecipient for carrying out the project described in the Application which was approved and funded by the RIA pursuant to the Grant.

Under this Agreement, the Grantee is still responsible for the overall administration, compliance, and monitoring of the use of the Grant funds in accordance with SCIIP and RIA program requirements.

**Description of Work:** (To be edited by Grantee as agreed to with Subrecipient - *BE VERY SPECIFIC*)

The Subrecipient will be responsible for administering the following activities in a manner satisfactory to the Grantee and consistent with RIA requirements including SCIIP Grant Project Management Procedures, and other standards imposed as a condition of providing the Grant funds, *including the Supplemental Terms and Conditions attached hereto as Exhibit A.*

- a. Location of Improvements: *Describe the location of work to be performed by the Subrecipient.*
- b. Scope of Work: *Describe in detail the specific activities to be conducted by the Subrecipient.*

c. Performance Accomplishments: *Include measurable accomplishments to be achieved (number of customers served, jobs created/retained, consent orders resolved, etc.)*

d. Roles and Responsibilities of Each Party: *List the major tasks and entity responsible (i.e., Acquisition, Engineering Design, Procurement and Oversight of Construction Contract(s), Operations and Maintenance, etc.)*

**Time of Performance:** Services of the Subrecipient shall commence on \_\_\_\_\_ (date) and is expected to be complete on \_\_\_\_\_ (date). The terms of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains responsible for carrying out the approved activities. This timeframe must conform to the SCIIP grant period as set forth in the Grant Award Agreement between RIA and the Grantee (the "Grant Agreement").

**Budget for Activities:** The total budget to be provided to the Subrecipient by the Grantee for this Project is

\$ \_\_\_\_\_ . The total amount of funds committed to this Project by the Subrecipient is

\$ \_\_\_\_\_ . Following is a summary of the uses and sources of such committed funds.

Uses	Sources	Amount

**Payments:** The Subrecipient will request needed Grant funds by submitting a request for payment (e.g., invoice) and any required supporting documentation to the Grantee. The Grantee will submit a Request for Payment (RFP) form with supporting documentation to RIA for the disbursement of grant funds. The request must be for eligible expenses only and must include an invoice for the expenses incurred under the Grant. Grant funds must be expended immediately upon receipt. Payments will be made for documented and eligible expenditures consistent with the approved budget.

**Records and Reports:** The Subrecipient must provide a Quarterly Progress Report, Close-out and Certifications Report, and other reports as may be required. All other pertinent Grant records, including accomplishments data, financial records, contracts, or other supporting documents shall be retained for a minimum of five years after closeout of the Grant. If, however, any litigation, claim or audit is started before the expiration of the five-year period, then records must be retained for three years after the litigation, claim or audit is resolved.

**Operation and Maintenance:** Unless otherwise specified in this Agreement, the Subrecipient agrees to be responsible for the operation and maintenance of the facilities, structures or other improvements paid for, in whole or in part, with Grant funds.

**RIA Program Procedures:** The Subrecipient must comply with all SCIIP and RIA procedures and the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 CFR Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations, including the terms of Act 244 and the SCIIP Grant Project Management Procedures provided by RIA. The approved Application, the Grant Agreement, any special conditions, SCIIP Grant Project Management Procedures and any Grant Amendment are incorporated in this Agreement by reference and the Grantee and the Subrecipient agree to comply with such documents.

**Uniform Administrative Requirements:** The Subrecipient shall adhere to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also referred to as Uniform Guidance), 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury, including but not limited to the following:

**Financial:** The Subrecipient shall maintain a financial management system using generally accepted accounting principles with appropriate internal controls to provide adequate accountability for the Grant in accordance with the Uniform Guidance. All accounting records must be supported by source documentation.

**Procurement:** All purchases of goods and services shall be procured in compliance with the requirements set forth in 2 CFR Part 200.317-27.

**Contracts:** The Subrecipient agrees to incorporate SCIIP and RIA requirements as well as applicable federal terms and conditions as required by 2 CFR 200 Appendix II in its contracts paid for, in whole or in part, with SCIIP and RIA funds.

The Grantee may not award contracts to any contractors who are ineligible to receive contracts under any applicable state or federal laws or regulations. In accordance with, 2CFR Part 180, SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. The debarment status of any contractor must be checked prior to execution of a contract.

The Subrecipient is encouraged to provide maximum opportunity to participate in contracts associated with the Project by Disadvantaged Business Enterprises (DBEs).

For construction contracts in excess of \$100,000 that involve the employment of mechanics and laborers, the Contract Work Hours and Safety Standards Act will be applicable.

For projects using over \$10 million of SLFRF funds (SCIIP and/or local ARPA funds) or those that are funded in any part with federal, non-SLFRF funds where the Davis-Bacon Act and other related labor standards are required, then the whole construction project is subject to those requirements and such provisions must be incorporated in the construction contract.

All contracts and any amendments or significant change orders involving SCIIP grant funds, in whole or in part, must be submitted to the Grantee for submission to RIA for review and approval in writing prior to execution.

**Personnel:** All contractors and subcontractors engaged in the Project shall be fully qualified and properly licensed under State and local laws to perform such services. The Subrecipient shall ensure that all prime contractors/subcontractors are bonded and insured in accordance with State requirements and are not debarred from doing business with the federal government.

**Audits:** The Grantee is responsible for examining and accounting for the expenditure of Grant funds in its first annual audit following completion of the Project. The requirements at 2 CFR Part 200 [Subpart F – Audit Requirements of the Uniform Guidance](#), implementing the Single Audit Act, shall apply to this award. Federal policy states that any organization that expends federal funds which singularly or cumulatively equals or exceeds \$750,000 per year shall have an audit performed in accordance with OMB Circular A-133 “Audits of Higher Education and Other Nonprofit Institutions.” All such audits must be completed and submitted to RIA within nine months after the end of the fiscal year. If the Subrecipient expends less than \$750,000 during the Grantee’s fiscal year, the audit of grant funds received under this agreement shall comply with generally accepted auditing standards established by the American Institute of Certified Public Accountants (AICPA); or the General Accounting Office (GAO) Standards for Audits of Governmental Organizations, Programs, Activities, and Functions, latest revised edition (Yellow Book).

NOTE: SCIIP funds are federal funds. RIA state grant funds are not considered federal funds.

**Records:** The Subrecipient will make available, and cause any contractor to make available, all records, files and other documents related to the Project, the Application, or this Agreement to be audited. The Subrecipient agrees that it will reimburse RIA for any unauthorized or unwarranted expenditures disclosed in the audit, if so directed.

**Reporting:** The Subrecipient should have a Unique Entity ID (UEI) in the System for Award Management (SAM), 2 CFR Part 25, pursuant to which the award term set forth in Appendix A to 2 CFR Part 25 is hereby incorporated by reference.

**State and Federal Laws:** The Subrecipient is responsible for compliance with the requirements of ARPA as well as all federal rules and regulations, including the terms of 2 CFR Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and all applicable State laws, Executive Orders, and procedures of SCIIP.

**Amendments:** Any changes to the scope of work or budget of the approved Project, as outlined in this Agreement, must be submitted in writing, in advance, by the Subrecipient to the Grantee and the Grantee must submit to RIA. Any amendment approved by the Grantee and RIA shall be appended to this Agreement as an amendment.

**Budget Changes:** Any change in a budget line item (to be paid in whole or in part with Grant funds) that is greater than ten percent (10%) must be approved in writing by RIA prior to any payment with Grant funds.

**Monitoring:** The Subrecipient acknowledges that the Grant is subject to 2 CFR Part 200.331 regarding monitoring and management and that Subrecipient must maintain all Project-related and Grant-related records for review by RIA (or other State agency) and/or the United States Treasury as may be required to ensure timely completion of the Project and compliance with the terms and conditions of this Agreement, SCIIP guidelines, or other State or federal requirements. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the State or Grantee officials and/or the United States Treasury at any time during normal business hours, as often as deemed necessary to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted during the review must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient of notice of such deficiency, unless otherwise specified. Failure of the Subrecipient to comply with the above requirements will constitute a violation of this Agreement and may result in sanctions specified in the Grant Agreement.

**Liability:** The Subrecipient understands and warrants that it will defend any liability arising from this Agreement and that the Grantee accepts no liability, in so far as such funds are expended in accordance with this Agreement. The Subrecipient shall hold harmless and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or non-performance of the services or subject matter called for in this Agreement.

The Subrecipient agrees to repay to the Grantee the amount of Grant funds provided to the Subrecipient by the Grantee that have been advanced and/or expended in violation of this Agreement; any State or local laws or policies governing the use of RIA funds; and/or ARPA and any federal laws and regulations related thereto, including the terms of 2 CFR Part 200 and all rules published to date and that may be published in the future by the United States Treasury related to the SLFRF and ARPA, and any applicable State rules and regulations. RIA is the sole arbiter in all matters concerning the eligibility of costs and interpretation of the provisions of law, statute, and policy as well as terms and conditions of this Agreement.

**Assignability:** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee and RIA.

**Suspension and Termination:** Suspension or termination of payment to the Subrecipient under this Agreement may occur if the Subrecipient materially fails to comply with any terms of this Agreement, and the Agreement may be terminated for convenience.

**Lobbying and Political Activity:** The Subrecipient is prohibited from using any Grant funds for the purpose of lobbying the members of the United States Congress or Senate or the South Carolina General Assembly or any federal or State agency, including the restrictions on lobbying set forth in 31 CFR Part 21. None of the Grant funds or materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of Section 8-13-765 of the Code. No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

**Discrimination:** The Subrecipient agrees to comply with the federal nondiscrimination requirements in 2 CFR Part 200.321 and as set forth in Exhibit A, Section 5 and shall require that its contractors comply with these same requirements. The Subrecipient and any Contractor are encouraged to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or disability or other protected group as defined by federal or state laws.

**South Carolina Illegal Immigration Reform Act:** The Subrecipient and any contractors under its supervision are required to comply with the South Carolina Illegal Immigration Reform Act requiring verification of lawful presence in the United States of any alien 18 years of age or older who has applied for state or local public benefits, as defined in 8 U.S.C. Section 1621, or for federal public benefits, as defined in U.S.C. Section 1611.

**Interest of Certain Federal or State Officials:** No elected or appointed State or federal official shall be allowed any share or part of this Agreement or to any benefit arising from the same.

**Conflict of Interest:** No member, officer or employee of the Subrecipient, or its designees or agents, no member of the governing body of the locality in which the Project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the Project or this Agreement. The Subrecipient shall maintain a conflict of interest policy in compliance with federal requirements as set forth in Exhibit A, Section 4 and shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest. The Subrecipient shall further comply with Section 8-13-100 et. seq. of the Code of Laws of South Carolina, 1976, as amended, and generally avoid any action that might result in or create an appearance of conflict.

**Applicable Law:** This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of the laws' principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

**Confidential Information:** Any reports, information, data, or other documentation given to or prepared or assembled by the Subrecipient under this Agreement which the Grantee or RIA requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of RIA; provided, however, should the Subrecipient be required by law, court order or some other form of compulsory process to disclose such information, the Subrecipient will give the Grantee and RIA timely notice of such request prior to disclosure of the information.

**Freedom of Information:** The Subrecipient acknowledges and agrees that this Agreement and certain other information related to the Grant Award are or may be subject to public disclosure according to the South Carolina Freedom of Information ("FOI") Act and that the Subrecipient, the Grantee and the State are required to comply with the provisions of the FOI Act.

**Copyright:** No material produced in whole or in part under this Grant shall be subject to copyright in the United States or in any other country. RIA shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

**Terms and Conditions:** The Grantee reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing the RIA and any other agency of the State.

**Severability:** If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.



---

**Title of the Subrecipient Official**

---

**Signature of the Subrecipient**

---

**Date**

---

**Title of the Grantee Official**

---

**Signature of the Grantee**

---

**Date**

## EXHIBIT A

### *SUPPLEMENTAL TERMS AND CONDITIONS*

#### 1. Use of Funds

- a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
- c. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

#### 2. Maintenance of and Access to Records

- a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

#### 3. Pre-award Costs

- a. Except for pre-award costs expressly outlined in the Agreement and authorized by the Authority, pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

#### 4. Conflicts of Interest

- a. Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award.
- b. Subrecipient must disclose in writing to Treasury or the Authority, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

#### 5. Compliance with Applicable Laws and Regulations

- a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170 pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. All contracts made by Subrecipient in excess of \$100,000 with respect to a water and sewer infrastructure project that involves employment of mechanics or laborers must include a provision for compliance with certain provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- c. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity.) Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by RIA and local governments or instrumentalities or agencies thereto.

## Grantee Debarment Certification Form

SCIIP Grant #: \_\_\_\_\_ RIA State Grant # (if applicable): \_\_\_\_\_

Grantee: \_\_\_\_\_ Grant Period: \_\_\_\_\_

Project: \_\_\_\_\_

Subrecipient, Contractor, or Consultant Name: \_\_\_\_\_

Subrecipient, Contractor, or Consultant SAM Unique Entity ID (UEI) #: \_\_\_\_\_

*In accordance with the regulations implementing Executive Orders 12549 and 12689 regarding Debarment and Suspension, Uniform Guidance regulations at 2 CFR Part 200 for Grantee responsibilities, 2 CFR Part 180, and Treasury's regulation at 31 CFR Part 19, SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status should be checked on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov).*

The Grantee certifies to the best of its knowledge and belief that:

- Neither the Grantee nor any of its subrecipients or contractors under the Grant is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department, the Rural Infrastructure Authority (RIA) or any local government department or agency.
- The Grantee further agrees that it will immediately notify the RIA if during the term of this Grant it or any of its subrecipients or contractors under the Grant become subject to debarment, suspension, or ineligibility from participating in transactions by the federal government or local government department or agency.
- The Grantee further agrees by submitting this Certification that it has included the clause titled "Debarment and Suspension (Executive Orders 12549 and 12689)" as written in the SCIIP Grant Project Management Procedures, without modification, in all SCIIP-funded contracts and solicitations for SCIIP-funded contracts.
- The Grantee will provide immediate written notice to the RIA if at any time the Grantee learns that its certification or that of its subrecipient or contractor was erroneous when submitted or has become erroneous by reason of changed circumstances.

*This signed form certifies compliance with the above-referenced requirements regarding debarment and suspension.*

\_\_\_\_\_  
Chief Executive Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*Note: This form must be signed by the Grantee and submitted with all SCIIP-funded agreements and contracts for review and approval by RIA prior to executing the agreement or contract. The form can be accepted electronically with a scanned signature.*

## Professional Services Contract Submission

SCIIP Grant # \_\_\_\_\_ RIA State Grant # (if applicable): \_\_\_\_\_

Grantee: \_\_\_\_\_

Project: \_\_\_\_\_

Consultant: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**Attach the following procurement and contract information for review:**  
(Information must be submitted to RIA for review and approval prior to execution of contract.)

**Item**

- 1. Contract request for proposals or qualifications package (including the instructions to bidders, general conditions, specifications, evaluation criteria, and addenda)
- 2. Evidence of solicitation and dates
- 3. The committee ranking and recommendation of award
- 4. Grantee Debarment Certification Form for proposed consultant
- 5. Winning offeror's response
- 6. Contract Agreement (complete and filled in but unexecuted)
- 7. Commitment of additional non-RIA funds, if needed (letter must be submitted with original signature)
- 8. Documentation of active SAM registration

If the contract's scope of work is different from the approved application scope of work, **provide explanation of differences**. A Grant Amendment may be required for significant changes.

**Submitted by:**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**

## Professional Services Contract Amendment Submission Checklist

**SCIIP Grantee #:** \_\_\_\_\_ **Amendment #:** \_\_\_\_\_  
**RIA State Grant # (if applicable):** \_\_\_\_\_ **Previous Contract Amount: \$** \_\_\_\_\_  
**Grantee:** \_\_\_\_\_ **Amendment Amount (+/-): \$** \_\_\_\_\_  
**Engineer or Consultant:** \_\_\_\_\_ **New Contract Amount: \$** \_\_\_\_\_

**Submit the following to RIA:**

- Description of the proposed changes to the contract including costs and timeframe
  - Justification by local official of need for the amendment
  - Documentation of how costs were determined, if different from the contract itemized cost rate
  - Determination by local official that such costs and other changes are reasonable
  - Map showing location of any new or revised activities, if applicable
  - Commitment letter from Grantee for any costs exceeding the SCIIP or RIA state grant award or other funds
- Comments:

**Submitted by:**

\_\_\_\_\_

**Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date**



## Construction Contract Submission Checklist

SCIIP Grant # \_\_\_\_\_ RIA State Grant # (if applicable): \_\_\_\_\_

Grantee: \_\_\_\_\_

Project: \_\_\_\_\_

Contractor: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

**Attach the following procurement and contract information for review:**

*(Information must be submitted to RIA for review and approval prior to execution of contract.)*

**Item**

- 1. Evidence of Bid Advertisement
- 2. Bid Package (including Instructions to Bidders, General Conditions and Technical Specifications, drawings, all addenda, and applicable federal terms and conditions<sup>1</sup>)
- 3. Certified Bid Tab and Recommendation to Award (including explanation of cost reasonableness and any bid discrepancies)
- 4. Winning Bidder's Response and Bid Bond (include documentation of hazard insurance if provided)
- 5. Grantee Debarment Certification Form
- 6. Contract Agreement (complete and filled in but unexecuted)
- 7. Easements/ROW/Property Acquisition Certification
- 8. Required permits (If not required, explain.)
- 9. Commitment of additional funds if bids came in over budget (letter must be submitted with original signature)
- 10. Date Notice to Proceed expected to be executed: \_\_\_\_\_
- 11. Documentation of active SAM registration

If the contract's scope of work is different from the approved application scope of work [engineer cost estimate, maps, drawings, etc.], **provide explanation of differences**. A Grant Amendment may be required for significant changes.

**Submitted by:**

Name	Title	Date
------	-------	------

<sup>1</sup> Certain federal provisions must be included in SCIIP-funded contracts. See the Federal Compliance Requirements section of the SCIIP Grant Project Management Procedures for applicable Terms and Conditions for Federal Contracts.

## Construction Change Order Submission Checklist

<b>SCIIP Grant #:</b> _____	<b>Change Order #:</b> _____
<b>RIA State Grant # (if applicable):</b> _____	<b>Previous Contract Amount: \$</b> _____
<b>Grantee:</b> _____	<b>Change Order Amount (+/-): \$</b> _____
<b>Contractor:</b> _____	<b>New Contract Amount: \$</b> _____
<b>Contract Title:</b> _____	

**Submit the following to RIA:**

- Construction contract change order form
- Description of changes to the contract including itemized quantities and costs
- Justification of need for the change order by the local official, including an explanation of changes to scope of work or customers served
- Documentation of how costs were determined, if different from the contract itemized cost rate
- Determination by engineer that such costs are reasonable, if different than the itemized cost
- Map showing location of any new or revised activities
- Commitment letter from Grantee for any costs which exceed the RIA grant or other construction funding commitments previously submitted

*If there is a change in project location or if there is a significant change in the customers or scope of work approved in the Rural Infrastructure Authority (RIA)/ SCIIP grant application, a Grant Amendment must be submitted and approved by RIA prior to execution of the change order.*

Comments:

**Submitted by:**

_____	_____	_____
<b>Name</b>	<b>Title</b>	<b>Date</b>

### Request for Payment

Grantee: \_\_\_\_\_  
 Project Title: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

SCIIP Grant #: \_\_\_\_\_  
 RIA State Grant #: \_\_\_\_\_  
(if applicable)  
 Pay Request #: \_\_\_\_\_  
 Final Pay Request:  No  Yes  
 Is payment request:  Advance  
 Reimbursement

#### Federal Grant Funds Requested (SCIIP):

Budget Item	Grant Amount Approved	Amount Previously Requested	Amount Requested this Draw	Remaining Balance
<b>Total Federal Funds:</b>				

#### State Grant Funds Requested (RIA):

Budget Item	Grant Amount Approved	Amount Previously Requested	Amount Requested this Draw	Remaining Balance
<b>Total State Funds:</b>				

Documentation of expenses are attached (invoices, certified construction draw requests, etc.). Attach any applicable change orders that have not previously been submitted. Attach Contractor Pay Request Certification form.	Percentage SCIIP Grant: _____ Totals: RIA State Grant: _____ <small>(auto-calculated)</small> Local/Other: _____
---	--

#### Match/Other Non-Grant Funds Expended to Date:

Budget Item	Source	Amount Committed	Amount Spent to Date
<b>Total Other/Local Funds:</b>			
<b>Total Committed and Spent to Date (Federal/State/Local) Funds:</b>			

*The above requested amount is for actual costs incurred by the Grantee and is consistent with the approved budget and scope of work for the SCIIP grant. To the best of my knowledge, the work for which payment is requested has been completed in accordance with the terms and conditions of the SCIIP Grant Agreement and any approved amendments.*

Grantee (Authorized Signature) *	Title	Date
----------------------------------	-------	------

**\*Notice: The Authorized Signature on this form must be one of the individuals listed in Block 3 of the approved RIA Authorized Signatures for Payments and Checks form. Remember, checks must also be signed by two of the individuals listed in Block 3 of the Authorized Signatures for Payments and Checks form.**

## Contractor/Consultant Pay Request Certification

SCIIP Grant #: \_\_\_\_\_

RIA State Grant # (if applicable): \_\_\_\_\_

Project: \_\_\_\_\_

Grantee: \_\_\_\_\_ Contractor/Consultant: \_\_\_\_\_

**Provisions:** *The contractor/consultant hereby certifies that work completed on the above-referenced SCIIP Grant and Contract during the period for payment is requested complies with the following required provisions, as applicable in accordance with the contract terms and conditions:*

1. **Contract Work Hours:** Each contractor/consultant is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
2. **Safety Standards Act:** Safety Standards and Accident Prevention provisions require contractors/consultants to:
  - Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.
  - Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
  - Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor's care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.
3. **Davis-Bacon Wages:** For projects using over \$10 million of SLFRF funds (SCIIP and/or local ARPA funds) or those that are funded in any part with federal, non-SLFRF funds where the Davis-Bacon Act and other related labor standards are required, then the whole construction project is subject to the applicable provisions of the Davis-Bacon Act, 40 USC 3141 – 3144 and 3146 – 3148, as supplemented by Department of Labor regulations located at 29 CFR Part 5. All laborers and mechanics employed by contractors/consultants and subcontractors/subconsultants must be paid prevailing wages.
4. **Debarment and Suspension:** In accordance with 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19, SCIIP funds may not go to individuals or entities that are prohibited from doing business with the federal government. *Debarment status can be checked on the System for Award Management (SAM) website at [www.sam.gov](http://www.sam.gov).*

**CERTIFICATION:**

- I certify to the best of my knowledge and belief, that the above referenced project has complied with the applicable provisions of the Contract Work Hours and Safety Standards Act as outlined above during the period for which payment is requested.
- I certify to the best of my knowledge and belief, that the above referenced project has complied with the Davis-Bacon Act as applicable, and that all laborers and mechanics employed by contractors/consultants and subcontractors/subconsultants during the period for which payment is requested were paid prevailing wages.
- I certify to the best of my knowledge and belief, that I nor my Company or any of my subcontractors/subconsultants on this project as included in the above-referenced Contract are not presently debarred, suspended, or ineligible from participating in transactions by the federal government or local government department or agency.
- I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that RIA, other state agencies or the US Treasury may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer this grant on behalf of the State of South Carolina.

*This form must be signed by the contractor/consultant and submitted as part of every Contractor's/Consultant's Application for Payment involving federal funds as supporting documentation. This form certifies compliance for the period as stated on the Contractor's/Consultant's Application for Payment.*

Contractor/Consultant Signature: \_\_\_\_\_ Contractor/Consultant Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## Quarterly Progress Report - Construction Projects

**SCIIP Grant #:** \_\_\_\_\_ **RIA State Grant # (if applicable):** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Grantee:** \_\_\_\_\_

**Is there more than one contract associated with this project?** Yes      No

**Report:**       Jan 1       April 1       July 1       Oct 1      Year \_\_\_\_\_

Project Milestone	Estimated or Actual Completion Date		
Engineer Procured	<b>Date:</b> _____	Estimated	Completed
Final Design	<b>Date:</b> _____	Estimated	Completed
Property/ROW Acquisition	<b>Date:</b> _____	Estimated	Completed
Permits Acquired/ In-hand	<b>Date:</b> _____	Estimated	Completed
Compliance with Other Funders' Requirements	<b>Date:</b> _____	Estimated	Completed
Bids Advertised	<b>Date:</b> _____	Estimated	Completed
Bids Opened	<b>Date:</b> _____	Estimated	Completed
Construction Notice to Proceed	<b>Date:</b> _____	Estimated	Completed
Initiation of Operations Date	<b>Date:</b> _____	Estimated	Completed

*Issuance of final approval to operate (if required) or completion of construction*

**Instructions:**

Quarterly reports must be completed electronically and emailed to your RIA Grant Manager.  
 Dates and selection of "Estimated/Completed" are required for each milestone.  
**For multiple contracts, milestones must reflect the status of the least progressed planned contract.**  
 Design and construction milestones should be provided by the engineer.  
 Construction bids should be advertised within 15 months of grant award.  
 Projects should be closed by June 1, 2026.

**Describe specific activities undertaken this quarter, for each contract:** *(Use the next page for any additional comments)*

**Describe any changes or delays and steps taken to address them:** *(Use the next page for any additional comments)*

**Is technical assistance or a grant extension needed from RIA?**     Yes     No    **Describe need:** *(Use the next page for any additional comments)*

*The information contained herein is true to the best of my knowledge.*

---

**Submitted by (type name)**

**Title**

**Date**

*To preserve electronic reporting features, please do not print and sign this form.*

## Quarterly Progress Report - Construction Projects

SCIIP Grant #: \_\_\_\_\_ RIA State Grant # (if applicable): \_\_\_\_\_

Project: \_\_\_\_\_

Grantee: \_\_\_\_\_

Report:       Jan 1       April 1       July 1       Oct 1      Year \_\_\_\_\_

Additional Comments:

## Viability Planning Grant Quarterly Progress Report

**SCIIP Grant #:** \_\_\_\_\_

**Project:** \_\_\_\_\_

**Grantee:** \_\_\_\_\_

**Report:**     Jan 1     April 1     July 1     Oct 1    Year \_\_\_\_\_

Project Milestone	Estimated or Actual Completion Date		
RFP/RFQ Advertised	<b>Date:</b> _____	Estimated	Completed
Proposals Received	<b>Date:</b> _____	Estimated	Completed
Contract Executed	<b>Date:</b> _____	Estimated	Completed
Draft Report Received	<b>Date:</b> _____	Estimated	Completed
Final Report Received	<b>Date:</b> _____	Estimated	Completed
Monitoring	<b>Date:</b> _____	Estimated	Completed
Close Out	<b>Date:</b> _____	Estimated	Completed

**Instructions:**  
 Quarterly reports must be completed electronically and emailed to your RIA Grant Manager.  
 Dates and selection of "Estimated/Completed" are required for each milestone.  
 For multiple contracts, milestones must reflect the status of the least progressed contract.  
 Projects should be closed by April 30, 2025.

**Describe the progress made on each of the study components in the last quarter:** *(Use next page for any additional comments)*

**Describe any problems or delays and steps taken to address them:** *(Use next page for any additional comments)*

**Is technical assistance needed from RIA?**     Yes     No    **Describe need:** *(Use next page for any additional comments)*

*The information contained herein is true to the best of my knowledge.*

_____	_____	_____
<b>Submitted by (type name only)</b>	<b>Title</b>	<b>Date</b>

## Grant Amendment Request

SCIIP Grant #: \_\_\_\_\_ RIA State Grant # (if applicable): \_\_\_\_\_

Grantee: \_\_\_\_\_

Project: \_\_\_\_\_

Original Grant Award Period: \_\_\_\_\_ SCIIP Grant Amount: \$ \_\_\_\_\_

Current Grant Period Ending Date: \_\_\_\_\_ RIA State Grant Amount: \$ \_\_\_\_\_

Type of Amendment Request:     Grant Period             Budget             Scope of Work

Grant Amendment #: \_\_\_\_\_

### Grant Period Extension

Proposed Grant Period Ending Date: \_\_\_\_\_

*Attach a revised project schedule with updated timeline for major project milestones and completion.*

Reason(s) for delay:     Funding     Permits     Design/Survey     Easements/ROW/Property acquisition  
 Construction     Other: \_\_\_\_\_

**Justification:**

Budget (Only required if requesting budget change greater than 10%)						
Budget Item:	Approved Amount			Proposed New Amount		
	SCIIP	RIA State	Local & Other	SCIIP	RIA State	Local & Other
<b>Total:</b>						

**Justification:** (If additional space is needed, use reverse or separate sheet.)

If additional local funds are required as a result of this amendment, provide commitment letter that such funds are currently available and list the source(s). *Letter must be submitted with original CEO signature.*



## Scope of Work

Describe proposed Scope of Work change:

Attach map showing current activities as well as the proposed changes in location.

Will the number of customers change?       No    Yes      If yes, describe:

Provide reasons for the scope of work change and a detailed cost justification:

*The information contained herein is true to the best of my knowledge.*

\_\_\_\_\_  
Name of Chief Executive Official

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Chief Executive Official

\_\_\_\_\_  
Date

RIA USE ONLY	
Date amendment request received	
Date amendment approved/denied (circle one)	

## Grant Checklist

Required prior to release of funds:	Due Date:
<input type="checkbox"/> <b>Professional Services Contract(s)</b> <ul style="list-style-type: none"> <li>• See Professional Services Contract Submission Checklist</li> </ul>	Prior to execution <i>(generally within 6 months of Grant Award)</i>
<input type="checkbox"/> <b>Construction Contract(s)</b> <ul style="list-style-type: none"> <li>• See Construction Contract Submission Checklist</li> </ul>	Prior to execution <i>(generally within 15 months of Grant Award)</i>
With Requests for Payment of grant funds, submit the following:	Due Date:
<input type="checkbox"/> <b>Request for Payment Form (with authorized signature)</b> <ul style="list-style-type: none"> <li>• Documentation for draw requests <i>(Invoices, Certified Construction Draw Requests, etc.)</i></li> <li>• Local match expenditures</li> <li>• Any applicable change orders not previously submitted</li> <li>• Contractor Request for Payment Certification Form</li> </ul>	Following contract review and for completed work
Throughout the grant process, submit the following:	Due Date:
<input type="checkbox"/> <b>Quarterly Progress Report</b>	Jan 1 <input type="checkbox"/> Apr 1 <input type="checkbox"/> Jul 1 <input type="checkbox"/> Oct 1 <input type="checkbox"/>
<input type="checkbox"/> <b>Construction Contract Change Orders</b>	Major – submit in advance Minor – submit with next RFP
<input type="checkbox"/> <b>Professional Services Contract Amendments</b>	Major – submit in advance Minor – submit with next RFP
<input type="checkbox"/> <b>Grant Amendment Requests</b> <i>(scope of work changes, budget changes greater than 10%, or grant period extensions)</i>	Prior to implementing changes
KEY DATES TO REMEMBER:	TIMEFRAME:
➤ Grant Effective Date	Date grant award is approved
➤ Project Start Up/Notice to Proceed	Within 45 days of grant award
➤ Substantial Progress	Within 15 months of grant award
➤ RIA Project Review	Funds are substantially expended, and construction is nearly complete
➤ Close-Out Report	Within 30 days of final contract payment and construction completion
➤ Grant Closeout	By June 1, 2026; December 2026 federal expenditure deadline

**Need to contact us?**

(803) 737-0390 • [pgantt@ria.sc.gov](mailto:pgantt@ria.sc.gov)

### Close-Out Report and Final Certifications

<b>Grantee:</b>	<b>SCIIP Grant #:</b> _____ <b>RIA State Grant #:</b> _____ <i>(If applicable)</i>
<b>Address:</b>	<b>Current Grant Period:</b>
<b>Contact person:</b>	<b>Project Title:</b>
<b>Phone:</b>	<b>SCIIP Grant Amount Expended: \$</b> _____
<b>E-mail:</b>	<b>RIA State Grant Amount Expended: \$</b> _____ <i>(If applicable)</i>

#### ACCOMPLISHMENTS

<b>Grant Activities:</b> <input type="checkbox"/> <b>Water</b>  <input type="checkbox"/> <b>Sewer</b>  <input type="checkbox"/> <b>Drainage</b>  <input type="checkbox"/> <b>Planning</b>	<b>Select the category the project falls under and as many corresponding priorities as applies:</b>  <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left; border-bottom: 1px solid black;"><u>Community Impact</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Regional Solutions*</u></th> <th style="text-align: left; border-bottom: 1px solid black;"><u>Viability Planning</u></th> </tr> </thead> <tbody> <tr> <td>Regional Solutions</td> <td>New agreement with non-viable system</td> <td>Regional Solutions</td> </tr> <tr> <td>Water Quality</td> <td>Expanded agreement with non-viable system</td> <td>System Planning</td> </tr> <tr> <td>Resilience &amp; Storm Protection</td> <td></td> <td>Project Planning</td> </tr> <tr> <td>Other Aging Infrastructure</td> <td>New agreement with other system(s)</td> <td></td> </tr> <tr> <td>Capacity</td> <td></td> <td></td> </tr> </tbody> </table> <small>* Indicate type of agreement in narrative below</small>	<u>Community Impact</u>	<u>Regional Solutions*</u>	<u>Viability Planning</u>	Regional Solutions	New agreement with non-viable system	Regional Solutions	Water Quality	Expanded agreement with non-viable system	System Planning	Resilience & Storm Protection		Project Planning	Other Aging Infrastructure	New agreement with other system(s)		Capacity		
<u>Community Impact</u>	<u>Regional Solutions*</u>	<u>Viability Planning</u>																	
Regional Solutions	New agreement with non-viable system	Regional Solutions																	
Water Quality	Expanded agreement with non-viable system	System Planning																	
Resilience & Storm Protection		Project Planning																	
Other Aging Infrastructure	New agreement with other system(s)																		
Capacity																			

**Number of Total Customers Served by Project:**

**Residential:**

**Business:**

**Describe the completed project using quantitative and qualitative measures:**

**Describe overall impact on the community or system:**

#### ATTACHMENTS

**RIA Forms:** *(To be provided by RIA)*  
*Return with Close-Out Report and Final Certifications*

- Final Expenditure Report**
- Grant Award Decrease** *(If applicable)*

**Other Documents Required from Grantee:**

- Permit to Operate** *(If applicable)*
- Final Waiver of Liens**
- Certified "as built"/record drawings, map of improvements completed or engineer's certification**



Close-Out Report and Final Certifications	
<b>Grantee:</b>	<b>SCIIP Grant #:</b>  <b>RIA State Grant # (if applicable):</b>
<b>Project:</b>	

*The Grantee hereby certifies that the above referenced Grant has been conducted in compliance with the SCIIP Grant Agreement and all program requirements, and other applicable state and federal requirements including the following:*

- The Grant has been administered in accordance with section 602(c) of the Social Security Act, all aspects of the US Treasury’s State and Local Fiscal Recovery Funds (SLFRF) Final Rule, policies, procedures, and other directives implementing the American Rescue Plan Act including guidance documentation on the Final Rule and reporting requirements associated with federal funding, as well as the Uniform Guidance found at 2 CFR Part 200. Any future such requirements, if any, will be followed.
- The Grantee has returned any unexpended Grant funds to the Rural Infrastructure Authority (RIA) prior to December 31, 2026 for return to the federal government.
- The Grantee has utilized and maintained a financial management system with generally accepted accounting principles in the administration of Grant funds and accounting of expenditures in accordance with the Uniform Guidance found in 2 CFR Part 200.
- The Grantee has agreed to have an audit performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants or the General Accounting Office Standards for Audits of Governmental Organizations, Programs, Activities, and Functions. If the Grantee has expended \$750,000 or more in federal awards during the Grantee’s fiscal year, the Grantee agrees to have an audit conducted in accordance with 2 CFR Part 200, Subpart F –Audit Requirements. The Grantee has agreed to submit any federal audit findings to the RIA upon receipt of the federal audit report. If the federal audit identifies any disallowed costs, the Grantee agrees to immediately notify and reimburse the RIA for such costs as disclosed in the audit.
- The Grantee has adhered to legally approved federal procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 200.327 or the State Procurement guidelines and has maintained records of the procurement process related to the administration of the Grant and each activity funded under this Grant.
- The Grantee nor any of its subrecipients, contractors, or consultants under the Grant was debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from doing business with the federal government during the grant period.
- All contracts in excess of \$100,000 executed by the Grantee in the administration of the Grant were in compliance with applicable provisions of the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor regulations located at 29 CFR Part 5.
- As applicable, SCIIP grants in excess of \$10 million or projects funded in any part with SCIIP, non-SLFRF funds executed by the Grantee in the administration of the Grant were in compliance with applicable provisions of the Davis-Bacon Act, 40 USC 3141-3144, and 3146-3148, as supplemented by Department of Labor regulations located at 29 CFR Part 5.
- The Grantee acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the Grantee or the RIA arising from any contract or activity funded in whole or in part under the Grant.
- The Grantee agrees to maintain the facilities, structures, or other improvements paid for in whole or in part with Grant funds. RIA does not have any responsibility to maintain such improvements relating to the Grant or activities funded under the Grant.
- Any conflicts of interest related to the administration of the Grant and each activity funded under this Grant have been properly disclosed and handled in accordance with applicable federal and state laws and regulations.
- The Grantee agrees to maintain all grant and project records including financial and procurement records, supporting invoices, receipts or other financial documentation, contracts, agreements, reports, and other records until December 31, 2031, or for a period of five years after receiving written notification from the RIA of the closure of the Grant, whichever is later.

*As the authorized representative of the Grantee, I certify that the information contained in the close-out report and the above assurances are true and correct.*

Signature: \_\_\_\_\_  
 Chief Executive Official

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

Printed: \_\_\_\_\_

# PROJECT WORKFORCE REPORT and DAVIS-BACON CERTIFICATION

To be completed by recipients of SCIIP grants over \$10M and submitted to RIA by March 29, 2024



**GRANTEE:** \_\_\_\_\_  
**SCIIP GRANT #:** \_\_\_\_\_  
**PROJECT TITLE:** \_\_\_\_\_  
**DATE SUBMITTED:** \_\_\_\_\_

*Suggested language should be carefully reviewed and edited as needed.  
Grantees must maintain sufficient records to document this information upon request.*

## WORKFORCE CONTINUITY PLAN

1. How will the grantee ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training?

\_\_\_\_\_

2. How will the grantee minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project?

\_\_\_\_\_

3. How will the grantee provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30)?

\_\_\_\_\_

## PROJECT AGREEMENTS

4. Does the project have a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)) or any other completed project labor agreement?  Yes  No

5. Does the project prioritize local hires?  Yes  No

6. Does the project have a Community Benefit Agreement?\*  Yes  No

*\*An agreement between the entity responsible for the construction of a project and the community the project is taking place in. May include provisions related to job creation, hiring preferences, environmental protections, or other concerns.*

If the answer is YES, provide a description of the Community Benefit Agreement here:

\_\_\_\_\_

## GRANTEE CERTIFICATIONS AND COMMITMENT

I intend to certify that "all laborers and mechanics employed by contractors and subcontractors in the performance of the project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the county in which the work is to be performed."

*See instructions and information related to Davis-Bacon Act prevailing wages on page 2 of this form.*

I certify to the best of my knowledge and belief that the information provided in this form is accurate, complete, and supported by information available to me, as the authorized agent of the Grantee. I acknowledge that I will retain all required documentation for work performed on this project to substantiate the information provided in this form, as required by the Grant Agreement.

**Authorized Agent Electronic Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_

*Individuals that may be authorized agents include: project managers, grant administrators, administrative officials, or elected officials. A consulting engineer may **not** sign this form.*

## DAVIS-BACON ACT COMPLIANCE FOR SCIIP GRANTEES

As outlined in the SCIIP Project Management Procedures, recipients of SCIIP grants greater than \$10M must require all SCIIP-funded contractors and subcontractors to pay prevailing wages to all laborers and mechanics on the project, in compliance with the Davis-Bacon Act. The following is a summary of responsibilities related to this requirement.

### GRANTEE RESPONSIBILITIES

1. Require Davis-Bacon prevailing wage compliance in any construction contracts funded by the SCIIP grant.
2. Obtain the US Department of Labor prevailing wage determination for Heavy Construction for the appropriate county at the time of contract execution and provide it to contractor(s). Prevailing wages for Heavy Construction by county and classification can be found at [sam.gov/content/wage-determinations](https://sam.gov/content/wage-determinations). The prevailing wages at the time of contract execution should be used for the life of the contract.
3. Provide a copy of the US Department of Labor WH-347 certification form to the contractor(s).
4. Provide a list of contractor responsibilities to the contractor(s).
5. Obtain the SCIIP Contractor Pay Request Certification form from all SCIIP-funded contractors with each application for payment.
6. If needed, request payroll documentation from contractor(s) to verify payment of prevailing wages.
7. At project closeout, certify that all laborers and mechanics employed by contractors and subcontractors in the performance of the project were paid wages at rates not less than those prevailing.

### CONTRACTOR RESPONSIBILITIES

1. Ensure that all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired by subcontractors or third parties, are paid wages and benefits not less than those listed for the appropriate classification of worker on the applicable prevailing wage determination, provided by the grantee.
2. Provide all subcontractors with the applicable prevailing wage determination and a copy of the US Department of Labor WH-347 certification form and advise them of their responsibilities to document compliance with Davis-Bacon prevailing wages.
3. Determine the correct wage classification of laborers and mechanics using the Davis-Bacon wage determination provided by the grantee.
4. Certify the payment of prevailing wages by the contractor as well as any subcontractors on the SCIIP Contractor Pay Request Certification form, submitted with each construction contract application for payment.
5. Document Davis-Bacon Act compliance on the Department of Labor form WH-347 and maintain weekly payroll records for all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired through third parties. All documentation should be maintained until December 31, 2031. Ensure that subcontractors maintain such documentation as well.
6. If requested by the grantee, RIA, US Treasury, or any other state or federal agency, provide statements of compliance and payroll documentation to verify payment of prevailing wages to all laborers and mechanics employed in the performance of the SCIIP-funded contract, including those hired by subcontractors or third parties.