WASHINGTON STATE DEPARTMENT OF ECOLOGY
CLEAN WATER STATE REVOLVING FUND
EQUIVALENCY

PRE-SELECTION & PROCURED EQUIPMENT CONTRACT INSERT

Revised 08/05/2026

The following clauses will be incorporated into equipment Pre-Selected and Early Procurement Contracts receiving financial assistance from the Washington State Department of Ecology (ECOLOGY) Washington State Water Pollution Control Revolving Fund Program; commonly referred to as the Clean Water State Revolving Fund (CWSRF). In the event of conflicts within the contract, these clauses shall take precedence.

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Third Party Beneficiary

All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Protection of the Environment

No construction related activity shall contribute to the degradation of the environment, allow material to enter surface or ground waters, or allow particulate emissions to the atmosphere, which exceed state or federal standards. Any actions that potentially allow a discharge to state waters must have prior approval of ECOLOGY.

Use of American Iron and Steel

All of the iron and steel products used in the project shall be produced in the United States including iron and steel products provided by the Contactor pursuant to this Agreement. “Iron and Steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

The Contractor hereby represents and warrants to and for the benefit of the Owner and ECOLOGY that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirements,

(b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Owner or ECOLOGY.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from ECOLOGY or any damages owed to ECOLOGY by the Owner). While the Contractor has no direct contractual privity with ECOLOGY, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that ECOLOGY is a third-party beneficiary and neither this paragraph (nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of ECOLOGY.

Build America, Buy America Provisions

All of the iron, steel, manufactured products, and construction materials used in the project shall be produced in the United States including iron, steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Owner and ECOLOGY that:

(d) the Contractor has reviewed and understands the American Iron and Steel Requirements,
(e) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements, unless a waiver of the requirements is approved, and
(f) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirements, as may be requested by the Owner or ECOLOGY.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or ECOLOGY resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from ECOLOGY or any damages owed to ECOLOGY by the Owner). While the Contractor has no direct contractual privity with ECOLOGY, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that ECOLOGY is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this

paragraph force or effect) shall be amended or waived without the prior written consent of ECOLOGY.

Disadvantaged Business Enterprises

General Compliance (40 CFR Part 33).

The Contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Good Faith Efforts (40 CFR Part 33 Subpart C).

The Contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The Contractor shall retain records documenting compliance with the following six good faith efforts.
Contracts that are for the benefit of Native Americans, the Contractor must solicit and recruit Native American organizations and Native American-owned economic enterprises and give them preference in the award process prior to undertaking the six good faith efforts (40 CFR 33.304). If recruiting efforts are unsuccessful, the Contractor must follow the six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Governments, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Governments, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Contractor Certification Requirements Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The Contractor by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The Contractor shall provide immediate written notice to ECOLOGY if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of the regulations.
4. The Contractor agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The Contractor further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the Contractor is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The Contractor acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. The Contractor agrees to keep proof in its agreement file that it and all lower tier contractors are not suspended or debarred and will make this proof available to

ECOLOGY upon request. The Contractor must run a search in https://sam.gov/ and print a copy of completed searches to document proof of compliance.