Pennsylvania
Infrastructure Investment
Authority

VERSION DATE: JULY 16, 2026

DRINKING WATER STATE REVOLVING FUND (DWSRF) – NON-EQUIVALENCY FUNDS

The Funding Recipient and its contractors and subcontractors shall comply with all terms and conditions of the PENNVEST Funding Offer and Funding Agreement, including, but not limited to the following requirements which shall be included in all project bid specifications and executed construction contracts.

The Funding Recipient, its contractors and subcontractors shall comply with:

A. Federal State Revolving Loan Requirements

The state revolving loan funds requirements of the Safe Drinking Water Act Amendments of 1996, 42 U.S.C. § 300j-12.

B. Discrimination

(i) Pursuant to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, the requirement not to discriminate on the basis or race, color or national origin in any activity funded through this Agreement.

(ii) Pursuant to the Age Discrimination Act, 42 U.S.C. § 6101 *et seq.*, the requirement not to discriminate on the basis of age in any activity funded through this Agreement.

(iii) Pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, the requirement not to discriminate on the basis of disability in any activity funded through this Agreement.

(iv) Pursuant to Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Oct. 18, 1972, P.L. 92-500, § 13, and Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681 *et seq.*, as amended, the requirement not to discriminate on the basis of sex in any activity funded through this Agreement.

(v) Pursuant to Executive Order 11246, dated September 24, 1965, as amended by Executive Order 11375, dated October 13, 1967, and as supplemented by U.S. Department of Labor regulations set forth at 41 C.F.R. Ch. 60, the requirement to provide an equal opportunity for employment in all Project Contracts and subcontracts funded through this Agreement.

(vi) Pursuant to Executive Order 12898, dated February 11, 1994, the requirement not to fund any action through this Agreement that will have disproportionately high and adverse effects on minority or low-income populations.

C. DEBARMENT/SUSPENSION

2 C.F.R. Part 180, Subpart C. The Funding Recipient may access the federal suspension and debarment information at http://www.sam.gov.

D. ADDITIONAL FEDERAL REQUIREMENTS

Additional federal requirements that become applicable to the Project Funding after the date of this Agreement, upon written notice from the Authority, in accordance with Subsection K.5 (Notice).

E. DAVIS-BACON ACT

The Funding Recipient shall comply with the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grant, which can be found at https://www.epa.gov/system/files/documents/2023-10/dbra_requirements_for_contractors_and_subcontractors_under_epa_grants.pdf.

Additional information can be found at https://www.pa.gov/agencies/dep/programs-and-services/water/clean-water/infrastructure-finance/davis-bacon.

F. AMERICAN IRON AND STEEL

All requirements for the purchase of American Iron and Steel ("AIS") set forth in the Federal Consolidated Appropriations Act, January 17, 2014, P.L. 113, No. 76, §436, for all construction contracts awarded for this Project.

In addition, Funding Recipient shall ensure the following clause is included in all construction contracts associated with the project:

The Contractor acknowledges to and for the benefit of the _____ ("Owner") and the _____ (the "Funding Authority") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (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 Requirement, unless a waiver of the requirement 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 Requirement, as may be requested by the Purchaser or the State. 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 Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). While the Contractor has no direct contractual privity with the Funding Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority 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 the Funding Authority.

Additional information can be found at https://www.pa.gov/agencies/dep/programs-and-services/water/clean-water/infrastructure-finance/american-iron-and-steel.

G. Steel Products Procurement

All requirements of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 *et seq*., in every construction contract awarded for this Project.

H. Bid Requirements

The Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal". Notwithstanding the forgoing, the "or equal" requirement is categorically waived for supplies and equipment being purchased under the Commonwealth's Cooperative Purchasing Program (COSTARS) or projects being constructed under the Guaranteed Energy Savings Act (GESA).