



## **INVITATION FOR BIDS (IFB)**

### **AMELIA STREET SCHOOL CONSTRUCTION ACCESSIBLE TRAIL & GREEN INFRASTRUCTURE**

**Project Name:** Amelia Street School Accessible Trail & Green Infrastructure Installation  
**Issuing Organization:** Alliance for the Chesapeake Bay  
**Federal Grant Program:** EPA - Chesapeake Bay Small Watershed Grant Program/0603.24.083054  
**Issue Date:** January 16th, 2025  
**Bid Submission Deadline:** February 13th, 2025

## **SECTION 1: PROJECT SCOPE OF WORK**

### **1.1 Purpose**

The Alliance for the Chesapeake Bay ("Alliance" or "Recipient"), a nonprofit organization and recipient of federal financial assistance from the National Fish and Wildlife Foundation (NFWF) and other federal funding sources, is soliciting bids from qualified contractors for the installation of an ADA accessible nature trail that includes green infrastructure practices and recreational amenities at Amelia Street School in Richmond, Virginia. This procurement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200.

### **1.2 Background**

The Alliance for the Chesapeake Bay (Alliance) is a regional nonprofit organization, founded in 1971 and has offices in Annapolis, MD, Lancaster, PA, Washington, D.C., and Richmond, VA. The Alliance restores the lands and waters of the Chesapeake Bay watershed. Our collaborative and action-oriented approach delivers on-the-ground solutions, technical assistance, and builds capacity to achieve healthier lands and cleaner water. We envision clean water and resilient landscapes, cared for by all the people who live, work, and play in the Chesapeake Bay watershed.

Amelia Street School is a public school located in Richmond, Virginia that serves students ages 5 to 21 years with significant intellectual disabilities, behavioral issues, or complex health needs. The trail will be located in the back schoolyard of Amelia Street's campus, located at 1821 Amelia Street, Richmond, VA 23220.

This project is funded through National Fish and Wildlife Foundation's Small Watershed Grant program, Chesapeake Bay Trust's Green Streets, Green Jobs, Green Towns grant program, the Mary Morton Parsons Foundation, and the Robins Foundation and is therefore intended to help communities implement sustainability plans that reduce stormwater runoff, increase the number and amount of green spaces in urban areas, improve water quality, and enhance quality of life for communities.

### 1.3 Project Description

The project consists of installation of an ADA accessible nature trail with integrated green infrastructure, stormwater practices and recreational amenities at Amelia Street School, Richmond, Virginia. The design features new outdoor gathering spaces or "nodes" that are integrated into the conservation landscape and bioretention practices.

Project Site Address: Amelia Street School  
1821 Amelia Street  
Richmond, VA 23220

### 1.4 Design Documents

Complete engineered design and landscape plans have been prepared by Marvel Designs and Nitsch Engineering. The full engineered and landscape plan set is available at [this link](#).

All technical requirements, dimensions, specifications, and standards are contained in the design plans prepared by Marvel Designs and Nitsch Engineering. Contractors must carefully review and adhere to all design documents, which include:

- Site layout and grading plans
- Construction details and sections
- Material specifications
- Stormwater management calculations
- ADA accessibility requirements
- Play equipment specifications and layout
- Utility plans

All work shall be performed in strict accordance with design documents.

### 1.5 Works

The contractor will complete the following work according to the design specifications and landscape drawings provided:

1. **ADA Accessible Trail** - Installation of accessible trail meeting ADA standards for surface, slope, width, and clearances
2. **Bioretention 1 and 2** - Installation of bioretention facilities including excavation, soil media, underdrain systems, and overflow structures
3. **Swale 1 and 2** - Grading and installation of vegetated swales for stormwater conveyance
4. **Filter Strip** - Installation of filter strip for stormwater treatment
5. **Vegetated Area Adjacent to School Building** - Site preparation and grading for vegetated area
6. **Underground Pipes and Structures** - Installation of stormwater pipes, catch basins, manholes, and related structures
7. **Grading and Site Preparation** - Grading and site preparation for conservation landscapes according to design

8. **Installation of Play and Recreational Equipment** - Installation of play equipment and recreational amenities as provided in the design. Note: Installation of play equipment is negotiable if beyond the contractor's capacity. Bidders should indicate in their proposal if they are excluding this element.

Excluded From This Contract:

- Installation of plants, shrubs, trees, and seeds will be performed by others after construction is complete
- Contractor is responsible for site preparation and grading for planting areas, but NOT the planting itself

Materials:

- Contractor shall provide all materials needed for construction (excluding plants)
- All materials must meet or exceed specifications in design documents
- Contractor must submit product data sheets for approval prior to installation

### 1.6 General Compliance and Conduct

The Contractor agrees to the following:

- **Compliance with Laws:** Comply with all applicable federal, state, and local laws, regulations, ordinances, and requirements in the performance of this Contract, including environmental, health, and safety requirements, Occupational Safety and Health Administration (OSHA) regulations, and applicable U.S. Environmental Protection Agency (EPA) requirements.
- **Independent Contractor Status:** Perform the services as an independent contractor and not as an employee, agent, or representative of the Alliance.
- **Confidentiality:** Maintain the confidentiality of any proprietary, sensitive, or non-public information obtained in connection with the performance of this Contract, except as required by law or as authorized in writing by the Alliance.
- **Non-Discrimination:** Not discriminate against any employee, applicant for employment, or subcontractor on the basis of race, color, national origin, sex, age, disability, or any other protected characteristic in the performance of this Contract.
- **Conflict of Interest:** Certify that no actual or apparent conflict of interest exists that would impair the Contractor's ability to perform the work fairly, objectively, and in the best interests of the Alliance, and promptly disclose any potential conflict of interest that arises during contract performance.
- **Dispute Resolution:** Resolve any disputes arising under or related to this Contract in accordance with the dispute resolution provisions of the Contract and applicable federal law and regulations.

### 1.7 Davis-Bacon Act

This contract is subject to the labor standards requirements of the Davis-Bacon Act (40 U.S.C. §§ 3141–3148), and its implementing regulations at 29 CFR Parts 1, 3, and 5, as applicable. All laborers and mechanics employed by the Contractor or any subcontractor shall be paid wages at rates not less than

those prevailing on projects of a similar character in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Applicable Wage Determination. The following General Decision Numbers apply to this project. The Contractor is responsible for ensuring that the correct wage determination is applied to the specific work being performed based on the Department of Labor construction types (Heavy, Highway, etc.).

- General Decision Number: **VA20260015** <https://sam.gov/wage-determination/VA20260001/0>
- Construction Type: Heavy Construction
- County: Richmond City, Virginia
  
- General Decision Number: **VA20260015** <https://sam.gov/wage-determination/VA20260126/0>
- Construction Type: Highway Construction
- County: Richmond City, Virginia

The Davis-Bacon wage determination in effect at the time of bid opening shall govern and will be incorporated into the Contract at award. Contractors are responsible for reviewing the applicable wage determination prior to submitting a bid.

Specific Requirements:

- **Posting:** The Contractor shall post the applicable wage determination and required Department of Labor labor standards posters at the job site in a prominent and accessible location.
- **Certified Payrolls:** The Contractor shall submit weekly certified payroll reports (Form WH-347 or equivalent) for all laborers and mechanics to the Alliance no later than seven (7) calendar days after the end of each payroll period.
- **Payroll Records:** Payroll and basic employment records shall be maintained for a period of three (3) years after final payment and made available for inspection upon request.
- **Overtime:** Laborers and mechanics shall be paid at not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in a workweek, as applicable, in accordance with the Contract Work Hours and Safety Standards Act.
- **Apprentices:** Apprentice wages may be paid only to individuals registered in bona fide apprenticeship programs approved by the U.S. Department of Labor or a recognized State Apprenticeship Agency, and only in accordance with approved ratios and wage rates.
- **Withholding:** The Alliance may withhold payments as necessary to ensure compliance with Davis-Bacon labor standards.
- **Subcontractors:** All subcontractors shall comply with Davis-Bacon requirements, and the Contractor is responsible for ensuring and enforcing such compliance.
- **Worker Classification:** Workers shall be properly classified in accordance with the applicable wage determination.

**1.8 Performance Bond**

Within ten (10) calendar days of contract award and prior to proceeding with work, the Contractor shall furnish a performance bond in the amount of one hundred percent (100%) of the Contract Price, in

accordance with 2 CFR 200.326. The performance bond shall guarantee faithful performance of the work in accordance with the terms and conditions of the Contract.

### **1.9 Payment Bond**

Within ten (10) calendar days of contract award and prior to proceeding with work, the Contractor shall furnish a payment bond in the amount of one hundred percent (100%) of the Contract Price, in accordance with 2 CFR 200.326, to assure payment of all persons supplying labor, materials, equipment, or services in the prosecution of the work.

### **1.10 Insurance Requirements**

The Contractor shall procure and maintain, at its own expense, the following insurance coverage throughout the term of the Contract. All insurance shall be issued by companies licensed to do business in the Commonwealth of Virginia

- **Commercial General Liability:** \$1,000,000 per occurrence / \$2,000,000 aggregate, written on an occurrence form, including premises/operations, products and completed operations, contractual liability, and broad form property damage.
- **Automobile Liability:** \$1,000,000 combined single limit covering owned, non-owned, and hired vehicles.
- **Workers' Compensation:** Statutory limits as required by Virginia law.

The Alliance shall be named as an additional insured on all applicable policies, except Workers' Compensation and Employer's Liability. Coverage shall be primary and non-contributory. Certificates of insurance evidencing the required coverage shall be submitted prior to commencement of work and upon policy renewal.

### **1.11 Permits and Licenses**

The Contractor shall be responsible for obtaining and maintaining all permits, licenses, approvals, and inspections required for performance of the work.

### **1.12 Subcontracting**

The Contractor shall not subcontract without prior written approval of the Alliance. All subcontractors shall comply with all applicable federal contract provisions. The Contractor shall remain fully responsible for the performance of all subcontractors. Davis-Bacon Act wage and labor requirements shall flow down to all subcontractors at all tiers.

### **1.13 Change Orders**

All changes to the scope, schedule, or price of the Contract shall be made only by written change order executed by the Alliance prior to performance of the changed work. No additional compensation shall be paid for work performed without an approved change order.

### **1.14 Payment Terms**

Payments shall be made **monthly** based on satisfactory performance and submission of required documentation, which include:

- Properly executed invoice with a detailed breakdown of work performed
- Weekly certified payrolls in compliance with Davis-Bacon requirements
- Progress documentation, including photographs, if required

The Alliance may withhold retainage of **10%** until final completion and acceptance of the work.

### **1.15 Project Closeout**

Final payment shall be made upon:

- Completion of all punch-list items
- Submission of all required closeout documentation
- Final inspection and written acceptance by the Alliance

### **1.15 Period of Performance**

Contract Start Date: On or about March 1st, 2026 (subject to contract execution)

Substantial Completion Deadline: July 31, 2026

Total Contract Duration: Approximately 170 calendar days upon written verification of all pre-construction submittals and other requirements.

All work must be completed by July 31st, 2026 to meet grant requirements.

### **1.16 Questions and Inquiries**

All questions regarding this IFB must be submitted in writing to:

Neal Friedman

Green Infrastructure Projects Coordinator

Alliance for the Chesapeake Bay

Email: [nfriedman@allianceforthebay.org](mailto:nfriedman@allianceforthebay.org)

Questions Due: February 6th, 2026 at 5:00 PM EST

Contractor Meeting: January 27, 2026 at 8:00 AM EST

A contractor meeting will be held on site at Amelia Street School. Meet at the front entrance of the school building.

Responses to all questions will be issued as written addenda to all prospective bidders and will be posted at <https://www.allianceforthebay.org/get-involved/partner-with-us/> and emailed to all parties who have requested the IFB documents.

## **SECTION 2: BIDDER QUALIFICATIONS**

### **2.1 Minimum Qualifications**

Bidders must meet the following minimum qualifications to be considered responsive:

#### **Licensing and Registration:**

- Valid Virginia contractor license, in the appropriate classification for the work, and registration with the Virginia Department of Professional and Occupational Regulation (DPOR), as required by Virginia law.
- Any additional licenses/registration, as required or the ability to obtain prior to contract execution.

#### **Experience Requirements:**

- Successful completion of at least 3 projects of similar size and scope within the past 5 years, including experience with:
  - ADA accessible trail or pathway construction, OR
  - Green infrastructure/stormwater BMP installation (bioretention, swales, etc.), OR
- Experience working on federally funded projects subject to Davis-Bacon Act (preferred)
- Experience working with nonprofits, municipalities, or school districts (preferred)

#### **Technical Capabilities:**

- Demonstrated capability to read and interpret engineered construction drawings
- Experience with site grading, drainage, and erosion control
- Access to necessary equipment for earthwork and site construction
- Ability to perform or subcontract specialized work (play equipment installation, underground utilities, etc.)

#### **Financial Capability:**

- Demonstrated financial capability to perform a contract of this size
- Ability to obtain performance and payment bonds.

**Compliance Requirements:** Not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs (verification via SAM.gov required)

- Satisfactory record of performance and integrity
- No significant unresolved contract disputes or claims
- Satisfactory safety record (OSHA recordable incident rate below industry average)

#### **Davis-Bacon Act Compliance Requirement**

This is a construction contract funded by federal grants. The Davis-Bacon Act applies to this contract. All bidders MUST be able to comply with Davis-Bacon prevailing wage requirements. Bidders who cannot or will not comply with Davis-Bacon requirements will be rejected as non-responsive.

## SECTION 3: BID SUBMISSION REQUIREMENTS

### 3.1 General Bid Submission Information

The Alliance intends to award one firm fixed price contract as a result of this IFB. Bids must be submitted by the date and time shown on page 1 and in accordance with the following requirements:

- **Submission Method:** Submit via email to Neal Friedman: [nfriedman@allianceforthebay.org](mailto:nfriedman@allianceforthebay.org)
- **Subject Line:** "BID – Amelia Street School Accessible Trail & Green Infrastructure Installation"
- **Late Bids:** Bids received after the deadline may be rejected and not considered.

Bidders shall submit a complete written bid that clearly presents pricing in a structured and itemized format. Pricing shall include all labor, materials, equipment, supervision, overhead, profit, and any other costs necessary to fully perform the work described in the Scope of Work. By submission of its Bid, the Bidder certifies that it is not engaged in collusion, is not debarred or suspended, and will comply with all applicable federal labor standards and contract provisions, including those required under 2 CFR 200.214 and 2 CFR 200.327.

This procurement is conducted using sealed bidding procedures, and award will be made to the responsive and responsible bidder submitting the lowest-priced bid that conforms in all material respects to the solicitation requirements, consistent with applicable federal procurement standards.

**Bid Validity.** Bids shall remain valid and irrevocable for a period of ninety (90) calendar days from the bid submission deadline, unless extended by mutual written agreement of the parties.

**Price Realism and Unbalanced Pricing.** The Alliance reserves the right to review bids for price realism, mathematical accuracy, and balanced pricing. A bid may be rejected if prices are materially unbalanced, front-loaded, or appear unrealistically low or high for specific components in a manner that poses performance or financial risk to the project.

**Responsiveness.** Failure to submit pricing in the required format, provide required information, or otherwise comply with the submission and pricing requirements of this section may result in the bid being deemed non-responsive.

### 3.2 Required Bid Documents

Each bid must include the following:

#### 1. Bid Price & Structure Requirements

At a minimum, bids must include separately itemized pricing for each of the following components:

- ADA Accessible Trail (including materials, labor, and equipment)
- Bioretention 1 and Bioretention 2 (separately itemized)
- Swale 1 and Swale 2 (separately itemized)
- Filter Strip
- Vegetated Area Adjacent to School Building

- Underground Pipes and Structures (itemized by major components)
- Grading and Site Preparation
- Play and Recreational Equipment Installation (or clearly note if excluded)
- Mobilization and Demobilization
- Erosion and Sediment Control
- Traffic Control (if required)
- Restoration and Cleanup
- Any other costs necessary to complete the work

The Total Bid Price shall be clearly stated and shall represent the bidder's firm, fixed price to complete all required work.

2. **Technical Approach and Schedule**

- Narrative description of the proposed technical approach
- Proposed project schedule showing major milestones and anticipated completion dates
- Quality control procedures and safety plan
- Description of the contractor's ability to meet minimum requirements in Section 2.
- Subcontractors (if applicable). Include the name of each subcontractor, type and scope of work to be subcontracted, percentage of total contract value and Evidence of subcontractor qualifications and required licenses
- Evidence of ability to obtain required coverage (certificates of insurance may be submitted at contract award):
  - Commercial General Liability
  - Automobile Liability
  - Workers' Compensation and Employer's Liability

3. **Bid Guarantee.** A bid guarantee equivalent to five percent (5%) of the total bid amount, submitted in one of the following forms:

- Bid bond issued by a surety company
- Certified check
- Cashier's check

Bid guarantees must remain valid for **ninety (90) calendar days** from the bid submission deadline or until contract award, whichever occurs first.

4. **References**

A minimum of **two (2)** references from similar projects completed within the past **five (5) years**, including:

- Client or owner name, organization, and contact information (phone and email)
- Project description and contract value
- Dates of performance
- Brief description of work performed

## **SECTION 4: EVALUATION AND AWARD**

### **4.1 Evaluation Method**

This is an Invitation for Bids procurement pursuant to 2 CFR 200.320(b). Award will be made to the lowest priced responsive, responsible bidder whose bid conforms to all material terms and conditions of the IFB.

### **4.2 Responsiveness**

A responsive bid is one that conforms in all material respects to the IFB requirements, including:

- Submitted on time
- Includes all required documents
- Bid pricing is complete and clear
- No material exceptions to specifications
- Properly signed and executed
- Meets all format and submission requirements

### **4.3 Responsibility**

A responsible bidder is one who demonstrates the ability to perform successfully under the terms and conditions of the contract and meets the qualifications set forth in this IFB. The Alliance will determine bidder responsibility in accordance with 2 CFR 200.318(h) based on the following factors:

- Financial Resources: Adequate financial resources to perform the contract or ability to obtain them
- Performance Capability: Ability to meet required delivery or performance schedule, considering all existing commercial and governmental commitments
- Performance Record: Satisfactory record of performance on similar contracts
- Integrity and Ethics: Satisfactory record of integrity and business ethics
- Organization and Experience: Necessary organization, experience, accounting and operational controls, and technical skills
- Qualifications: Other qualifications necessary to perform the contract successfully

The Alliance may request additional information from bidders to make the responsibility determination.

### **4.4 Preferences**

Consistent with 2 CFR 200.321 and 2 CFR 200.322, the Alliance will provide preference, to the greatest extent practicable, for Products and services produced in the United States, small businesses, minority-owned businesses, women's business enterprises and labor surplus area firms

### **4.5 Right to Reject**

The Alliance reserves the right to:

- Reject any or all bids
- Waive minor informalities or irregularities in bids that do not affect price or responsiveness
- Request clarification of bids without changing bid prices
- Cancel this IFB at any time prior to contract execution

- Negotiate with the lowest responsive, responsible bidder if all bids exceed available funding
- Re-solicit bids if deemed in the best interest of the project
- Extend bid opening date if necessary

The Alliance is under no obligation to award a contract as a result of this IFB.

## SECTION 5: FEDERAL CONTRACT CLAUSES TO BE INCORPORATED INTO CONTRACT

The following federal contract clauses will be incorporated into the Contract awarded as a result of this IFB. All contracts awarded under federal grants must comply with applicable federal statutory, regulatory, and program requirements. By submitting a bid, bidders certify their understanding of and agreement to comply with all requirements outlined in below. The full text of the Uniform Guidance may be found at [2 C.F.R. Part 20 Appendix II](#). By their terms, not all listed provisions apply to the resultant Contract. Clauses that are not applicable are deemed self-deleting.

### 1. **Compliance with Applicable Laws.**

*The following clause is applicable to all Contracts*

The Contractor shall perform all activities funded by this Contract in accordance with all applicable laws. By execution of this Contract and through its continued performance hereunder, the Contractor represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Contract and must be flowed down to any and all subcontractors in the performance of this Agreement.

### 2. **Remedies for Breach.**

*The following clause is applicable to Contracts greater than the Simplified Acquisition Threshold (\$250,000).*

If the Contractor fails to comply with any applicable laws, as that term is defined herein, the Alliance may, at its discretion, impose additional conditions upon the Contractor including but not limited to temporarily withholding cash payments pending correction of the deficiency, disallowing all or part of the cost of the activity or action not in compliance, withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period; requiring additional, more detailed financial reports; requiring additional project monitoring; requiring Contractor to obtain technical or management assistance; or establishing additional prior approvals. In the alternative, and in its sole discretion, the Alliance may terminate, in whole or in part, the Contract and/or avail itself of any other remedies that may be legally available. For purposes of this Contract, the term “applicable laws” means all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Title 2 Code of Federal Regulations §200.

### 3. **Termination**

*The following clause is applicable to Contracts greater than \$10,000.*

**For Convenience.** The Alliance may terminate this Contract, in whole or in part, at any time and for any reason, upon ten (10) days written notice to Contractor. In the event that the Awarding Agency terminates the Prime Award or Subaward awarded to the Alliance, the Alliance may terminate this Contract in accordance with the terms of this Contract.

**For Cause.** If this Contract is in excess of \$10,000, the Alliance may terminate this Contract upon written notice to Contractor, and such termination shall be effective three calendar days from the date of delivery of such notice, should any of the following occur: (a) Contractor becomes insolvent or files for bankruptcy; (b) Contractor fails to deliver the goods or services being purchased under this Contract within the time specified by this Contract or any written extension; (c) Contractor fails to make progress or meet any of the progress deadlines, so as to endanger performance of this Contract; or (d) if Contractor is in breach of any other term of this Contract and Contractor fails to cure such breach within five (5) business days of receipt of notice of such breach.

**Procedures Upon Termination.** Upon termination of this Contract, in whole or in part, the Contractor shall stop work on the terminated portion, terminate any related subcontracts or agreements, notify the Alliance of any circumstances preventing immediate stoppage, continue work not affected by the termination, protect any Alliance property in its possession, and inform the Alliance of any related legal proceedings. The Contractor shall settle any subcontractor claims arising from the termination and dispose of any termination inventory as directed by the Alliance. The Contractor will be reimbursed for allowable costs and non-cancelable commitments incurred through the effective date of termination and shall submit all required deliverables and reports for work completed to that date.

4. **Equal Employment Opportunity.** *The following clause is applicable to Contracts that qualify as "federally assisted construction Contracts" as defined in 41 CFR Part 60–1.3*

The Contractor agrees to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5. **Davis Bacon Act, as amended (40 U.S.C. 3141-3148).**  
*The following clause is applicable when required by Federal program legislation, the Contract in excess of \$2000 and pertains to construction or repair.*

Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 3141—3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Contractor is required to pay wages to laborers and mechanics at a rate not less than the minimum wages

specified in a wage determination made by the Secretary of Labor. In addition, the Contractor shall be required to pay wages not less than once a week.

**6. Copeland “Anti-Kickback” Act (40 U.S.C. 3145).**

*The following clause is applicable to Contracts in excess of \$2000 and pertains to construction or repair.*

The Contractor shall 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 in part that the Contractor shall 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 it is otherwise entitled.

**7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

*The following clause is applicable to Contracts in excess of \$100,000 and involves the employment of mechanics or laborers.*

The Contractor shall 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, the Contractor shall 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 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall 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.

**8. Rights to Inventions Made Under a Contract or Agreement.**

*The following clause is applicable to Contracts for the performance of experimental, developmental, or research work.*

The Contractor shall provide for the rights of the Federal Government and the Alliance in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**9. Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)**

*The following clause is applicable to Contracts in excess of \$150,000.*

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Alliance, Federal awarding agency, and the Regional Office of the Environmental Protection Agency (EPA).

**10. Debarment and Suspension**

*The following clause is applicable to all Contracts.*

The Contractor represents and warrants that it is not listed on the government-wide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

**11. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**

*The following clause is applicable to Contracts \$100,000 or more.*

The Contractor and its Subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Alliance.

**12. Procurement of Recovered Materials.**

*Applicable when the Contractor, in performing this Contract, procures EPA-designated items on behalf of a state, local government, tribal government, or where required by the terms of the federal award.*

The Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Contractor shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**13. Prohibited Telecommunications and Video Surveillance Equipment**

*The following clause is applicable to all Contracts.*

The Contractor shall comply with the prohibition on certain telecommunications and video surveillance services or equipment contained in 2 CFR 200.216. The Contractor shall not use, provide, install, procure, or otherwise include in the performance of this Contract any telecommunications or video surveillance equipment, systems, or services produced by entities prohibited under section 889 of the National Defense Authorization Act (NDAA) for Fiscal Year 2019, as implemented by 2 CFR 200.216. The Contractor shall flow down this requirement to all subcontractors and subrecipients at any tier.

**14. Domestic Preferences for Procurements**

*Applicable to all procurements where relevant goods/materials are purchased.*

The Contractor shall comply with the requirements of 2 CFR 200.322 Domestic Preferences for Procurements. To the greatest extent practicable and consistent with law, the Contractor shall prefer the purchase, acquisition, or use of goods, products, or materials that are produced in the United States (including but not limited to iron, steel, aluminum, cement, and other manufactured products). The Contractor shall include this requirement in all subcontracts, purchase orders, and other agreements under this Contract.

**15. Compliance with EPA Requirements.**

*This clause applies to all federally funded contracts under EPA funded direct awards or subawards funded by EPA*

When applicable, Contractor shall comply with all Public Policy Requirements applicable to contractors providing routine goods and/or services under this Contract, as set forth in the U.S. Environmental Protection Agency (EPA) General Terms and Conditions, as in effect for the period of performance of the underlying EPA award. These requirements are incorporated herein by reference.

The EPA General Terms and Conditions are available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2024-or-late>