



REQUEST FOR PROPOSALS (RFP)

LITTLE DEAL ISLAND: LIVING SHORELINE DESIGN AND PERMITTING SERVICES

Alliance for the Chesapeake Bay

RFP SUMMARY:	The Contractor shall survey, design, and permit approximately +/- 1,200 linear feet of living shoreline in the Tangier Sound watershed in Somerset County, MD. The purpose of the project is to protect tidal marsh habitat within the Deal Island Wildlife Management Area at Little Deal Island by arresting shoreline erosion, which will also improve water quality, provide habitat benefits to the Bay, and protect state-owned land that can be enjoyed by future generations of Marylanders and visitors alike. The proposed restoration approach consists of the installation of a series of headland breakwater structures along the southwestern marsh edge, at locations and elevations designed to intercept and deflect wave energy and create stable embayments that will protect approximately 90 acres of existing tidal marsh.
PLACE OF PERFORMANCE	Work will be performed at: Little Deal Island, located within the Deal Island Wildlife Management Area (38.11447143930553, -75.94485977014098)
RFP ISSUE DATE	October 2, 2026
PROPOSAL DUE DATE	November 6, 2026
DEADLINE FOR QUESTIONS	The deadline for questions is October 30, 2026 at 5:00 pm Eastern. Questions and/or inquiries must be submitted in writing to the contact below.

PROPOSAL SUBMISSION PROCESS:	Proposal submission requirements are described in Section 3 of this document. Interested parties should review carefully before preparing their proposal.
RFP OFFICIAL CONTACT:	Laura Todd, Associate Green Infrastructure Program Director, ltodd@allianceforthebay.org

1. THE OPPORTUNITY

1.1 Summary

The [Alliance for the Chesapeake Bay](#) (“Alliance”) is a regional nonprofit organization founded in 1971 and dedicated to restoring the lands and waters of the Chesapeake Bay watershed. With offices in Annapolis, Maryland; Lancaster, Pennsylvania; Washington, D.C.; and Richmond, Virginia, the Alliance works across state and local boundaries to advance practical, collaborative solutions that improve water quality and ecosystem health throughout the watershed.

Through on-the-ground implementation, technical assistance, capacity-building, and community engagement, the Alliance partners with local governments, landowners, nonprofits, and other stakeholders to achieve healthier lands, cleaner water, and more resilient communities. The organization’s approximately 75 staff members support a range of program areas, including Agriculture, Forests, Green Infrastructure, and Stewardship & Engagement. The Alliance’s work is guided by a collaborative, action-oriented approach and strategic priorities outlined in the [2023–2028 Strategic Plan](#).

The Alliance is soliciting proposals from qualified contractors for design-permit services for a living shoreline project to be performed at Little Deal Island within the Deal Island Wildlife Management Area in Somerset County, MD. The purpose of this procurement is to design and permit sustainable coastal management features that will protect marsh lands at Little Deal Island from rapidly deteriorating and disappearing due to substantial fetch from northern Dorchester County. This effort should result in a shovel-ready project with all necessary permits in-hand. If awarded additional construction funding, the Alliance will issue a second RFP for construction and monitoring services. The selected contractor will be responsible for completion of the work described herein, in accordance with the requirements set forth in this RFP and any applicable standards or regulations.

1.2 Background

This project is funded through the Maryland Department of Natural Resources *Roots for Resilience* Initiative and is intended to protect the tidal marsh habitat of Little Deal Island by managing shoreline erosion and enhancing habitat. The procurement supports design-permit services and is informed by the Alliance’s prior work with living shorelines and habitat restoration, as well as section 8.11 in [Somerset County’s 2025 Comprehensive Plan](#), and the Thriving Habitat, Fisheries & Wildlife goal in the [2025 Chesapeake Bay Watershed Agreement](#).

Where relevant, proposers should be aware of the following contextual factors in developing their proposals:

- This project is a partnership between the Alliance and the Maryland Department of Natural Resources Wildlife & Heritage Service.
- This RFP pertains only to design-permit services. The Alliance intends to apply for construction and monitoring funding for this project in spring 2027.
- The position of Little Deal Island has a substantial fetch from northern Dorchester County. Its continued presence reduces wave energy that would otherwise impact marshes further into the Manokin River watershed. Were Little Deal Island to erode significantly (particularly the southernmost portion) it could result in the fetch nearly doubling for approximately 17

miles of shoreline along the Manokin River, making the marshes there more susceptible to erosion.

1.3 Award Terms

The Alliance for the Chesapeake Bay (“Alliance”) anticipates awarding one contract as a result of this Request for Proposals. The anticipated contract term is November 13, 2026 through September 30, 2027.

The expected contract type is not-to-exceed amount/cost reimbursable. Proposers should structure their proposals and pricing accordingly and clearly identify any assumptions related to cost, schedule, or scope.

The total maximum budget available for this procurement is \$120,000.00, inclusive of contingency costs. Proposers are encouraged to propose approaches that are appropriately scaled to the available funding. The Alliance reserves the right to negotiate scope, deliverables, and pricing prior to award.

2. SCOPE OF WORK

2.1 Purpose and Scope

The purpose of this contract is to design and permit a living shoreline on Little Deal Island's southwestern marsh edge. The contractor will provide full design-permitting services in support of this effort.

The scope of work under this contract includes the design of a series of headland breakwater structures +/- 1,200 linear feet along Little Deal Island's southwestern marsh edge, at locations and elevations designed to intercept and deflect wave energy and create stable embayments that will protect approximately 90 acres of existing tidal marsh, as further described in this section.



The proposed project area is denoted in the southwest corner of the image. The priority shoreline restoration area is in light green, to the east of the lime green line.

Services are intended to protect tidal marsh habitat by arresting shoreline erosion, which will also improve water quality, provide habitat benefits to the Bay, and protect state-owned land that can be enjoyed by future generations of Marylanders and visitors alike. Work outside the scope described herein is not authorized unless approved in writing by the Alliance. Successful performance under this contract is expected to achieve the following outcomes:

- Site assessment and surveys to inform a design for climate-resilient protocols and erosion management within a habitat restoration framework.
 - Desktop analysis including: review of historic and current aerial photos, topographical maps, soil survey, mapped wetlands, submerged aquatic vegetation (SAV), confirmation of fetch measurements and historic erosion rates.

- Field surveys including: evaluation of sediments on site for structural support and as a planting medium, conducting a wetland delineation, identifying construction access and staging areas, identifying the Mean High Water line, topography, bathymetry, and utilities (for staging area and construction access LOD).
- Design development
 - Creation of an existing conditions base map informed by the collected survey and assessment data
 - 30% plan set with proposed design approach
 - 60% plan set incorporating comments from regulators, project partners and community members, if applicable.
 - Signed and sealed 100% plan set
- Lead development of permit application packages and coordination with regulators to obtain all necessary permits for a shovel-ready project.

This procurement is funded in whole or in part through a *Roots for Resilience* grant award to the Alliance. Where federal funds are involved, this procurement is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200).

2.2 Tasks/Services to be Provided

The Contractor shall be responsible for performing the following tasks and services in accordance with this Scope of Work:

Task 1 – Surveys

The Contractor shall perform the necessary surveys to inform a high-quality design, including topography, bathymetry, SAV, wetland delineation, and threatened and endangered species (if applicable). Collected survey data shall be provided to the Alliance upon request. Landowner coordination with the Maryland Department of Natural Resources will be required for site access to perform surveys.

Task 2 – Design

The Contractor shall design the proposed project using up-to-date coastal engineering practices, including 30% and 60% plan sets for review by the Alliance and project partners. The Contractor will incorporate comments, as applicable, by the Alliance, project partners, regulatory agencies, and community members. Proposers are encouraged to present their best ideas, approaches, or solutions to suit the project need and site-specific considerations.

Task 3 – Permits

The Contractor shall lead efforts to obtain all necessary permits to construct the project, including regulatory coordination and permit package development, and in accordance with all federal, state, and local laws and requirements. At minimum, anticipated permits include a Joint Permit Application to the U.S. Army Corps of Engineers and Maryland Department of the Environment to obtain a state tidal Wetlands License, erosion and sediment control, critical area review, and Trilogy Letters.

Task 4 - Meetings

The Contractor shall plan to attend the following meetings as a part of this project - at least 3 status meetings with the Alliance and/or project partners (virtual), pre-application meeting with regulators (on-site), community meeting with Deal Island residents (on-site).

2.3 Deliverables and Schedule

The Contractor shall provide the following deliverables in accordance with the schedule below. Deliverables must be submitted in a format acceptable to the Alliance and are subject to review and approval. The Contractor should coordinate with the Alliance's designated representative in advance of submission to confirm format requirements and clarify what is and is not acceptable.

Deliverable	Description	Due Date / Milestone
Kickoff Meeting	Project kickoff meeting with project partners	November 2026
Site Surveys	Contractor shall perform all surveys outlined in the scope of work	November 2026 - January 2027
30% Design	Develop 30% design based on surveys, assessments	January 2027
Pre-application meeting	Schedule and attend on-site pre-application meeting with regulatory agencies.	February 2027
Design Review Meeting; Design Revisions	Attend design review meeting with project partners and/or community and revise design as applicable	February 2027
60% Design	Advance the design to 60% completion, incorporating comments from regulators, Alliance, project partners, and community members	March 2027
Joint Permit Application	Prepare and submit Joint Permit Application	March 2027
Additional permits	Prepare and submit additional permits related to stormwater, critical area, and others, as required by the proposed design approach	April 2027
Permits in-hand, 100% design plan	Acquire all approved permits needed for construction; provide 100% plan set stamped by a Professional Engineer or other qualified individual	September 2027

Failure to submit required deliverables in accordance with this schedule may delay acceptance of work and associated payments.

2.4 Performance Standards

The Alliance will determine that work performed under this contract is acceptable when:

- All work is performed in accordance with the specifications of the contract and any applicable plans, specifications, or technical standards.
- All required tasks and deliverables are completed within the contract period of performance.
- Completion of work and deliverables is reviewed, verified and approved by the Alliance or its designated representative.

Acceptance of work by the Alliance is required prior to payment unless otherwise specified in the contract.

2.5 Period and Place of Performance

The period of performance for this contract shall be from date of contract execution through September 30, 2027.

Services shall be performed at the southwestern shore of Little Deal Island, decimal degrees (38.1194684971108, -75.94589327447737). Where services are performed on property, the Contractor shall coordinate access in accordance with Alliance requirements and obtain or comply with any required landowner permissions, when applicable, and shall restore the site to a safe, clean, and orderly condition upon completion of the work.

2.6 Operating Constraints and Special Requirements

The Contractor shall comply with the following operating constraints and special requirements; additional applicable constraints may also apply.

The following type(s) of insurance and minimum amount(s) of coverage are required:

- a. Commercial General Liability - One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, property damage, and personal and advertising injury and three million dollars (\$3,000,000) annual aggregate. The minimum limits required herein may be satisfied through any combination of primary and umbrella/excess liability policies.
- b. Errors and Omissions/Professional Liability - One million dollars (\$1,000,000) per combined single limit per claim and three million dollars (\$3,000,000) annual aggregate.
- c. Worker's Compensation - The Contractor shall maintain such insurance as necessary or as required under Workers' Compensation Acts, the Longshore and Harbor Workers' Compensation Act, and the Federal Employers' Liability Act, to not be less than one million dollars (\$1,000,000) per occurrence (unless a state's law requires a greater amount of coverage). Coverage must be valid in all states where work is performed.

The Contractor shall notify the Alliance when planning to complete field surveys or any other on-site work to ensure adequate coordination with the landowner.

All work shall be performed in accordance with applicable federal, state, and local laws and regulations and the terms and conditions of the funding sources supporting this work.

3. SUBMISSION INSTRUCTIONS

3.1 Proposal Content

Proposals must be organized using the section headings identified in this Request for Proposals. Each section of the proposal should correspond directly to the evaluation criteria described in this RFP. Proposers are encouraged to present information in a clear and concise manner and to address all required elements within each section. Proposals should include the following sections, as applicable to this procurement:

- **Technical Approach.** The proposer shall submit a technical approach describing its approach to performing the work outlined in the Scope of Work. The workplan should demonstrate an understanding of the project scope, objectives, and operating context. The draft project workplan shall describe the proposed activities, timeline, and roles, and should reflect familiarity with the Alliance's mission, geography, and current operational context, as applicable. The proposer should identify any best practices or proven strategies relevant to the work. *Limited to 3 pages*
- **Qualifications and Experience.** The proposer shall describe its qualifications, experience, and capacity to successfully perform the work described in this RFP. This section should include relevant experience performing similar work, qualifications of key personnel, organizational capacity, including subcontractors (if applicable) to deliver the required services within the proposed timeframe. *Limited to 3 pages*
- **Project Schedule.** The proposer shall provide a detailed project schedule listing the tasks and proposed time for completion as part of the proposal. *Limited to 2 pages*
- **Pricing Proposal.** The proposer shall submit a price proposal reflecting the total price for performing the work described in the Scope of Work. Pricing must be reasonable in relation to the proposed scope and approach. Pricing should include a breakdown by major task or deliverable and identify any assumptions, optional costs, reimbursable expenses, or subcontractor costs, as applicable. Total proposed pricing must not exceed the maximum budget identified in this RFP.

Proposers must ensure that all information necessary for the Alliance to evaluate the proposal in accordance with the stated evaluation criteria is included. Proposals that are incomplete, improperly organized, or that do not address the required sections may be deemed non-responsive.

3.2 Proposal Submission Instructions

Proposals must be submitted electronically by email to the individual identified on the cover page of this Request for Proposals. Proposals must be received no later than the closing date and time noted on the cover page.

Proposals should be submitted as a PDF. Proposers are responsible for ensuring that their proposals are successfully transmitted and received by the Alliance by the stated deadline.

Late proposals will not be accepted or considered. The Alliance is not responsible for delays due to email transmission issues, file size limitations, or other technical difficulties experienced by the proposer.

Exceptions to electronic submission may be approved in advance by the RFP contact for extenuating circumstances. Any approved hard-copy submissions must be pre-authorized and received by the Alliance by the stated deadline. Mailed or hand-delivered bids received after the deadline will not be accepted.

3.3 Questions and Clarifications

Questions regarding proposal submission should be directed to the contact identified on the cover page in accordance with the instructions provided in this RFP. Proposers may submit written questions regarding this RFP in accordance with the deadline and instructions identified on the cover page. Questions must be submitted in writing to the RFP Official Contact.

Responses to substantive questions may be shared with all prospective proposers, without identifying the source of the question, when the Alliance determines that the information is relevant to proposal preparation.

3.4 Pre-Proposal Meetings

The Alliance may hold a pre-bid meeting, site visit, webinar, or other informational session to provide additional information relevant to this RFP. The purpose of this session is to provide all interested proposers with the same information regarding project requirements and proposal preparation. Pre-submission meetings or discussions with individual proposers will not be held unless the opportunity is announced and made equally available to all interested proposers.

Meeting Type: Pre-Proposal Site Visit

Date: Friday, October 9, 2026 Rain date: Tuesday, October 13, 2026

Time: To be determined

Location / Access Information: Wenona Harbor Public Boat Ramp, 8947 Deal Island Rd, Deal Island Historic District, MD 21821. Free parking is available at the public boat ramp.

Attendees will take a short boat ride to view the project area from the boat.

Attendance: Optional

Please email the contact on the cover page to RSVP to the pre-proposal site visit no later than 12:00pm on October 8, 2026. The meeting time will be shared with all interested proposers, and weather will be monitored to determine the final meeting date.

3.5 Conflicts of Interest

Proposers must disclose any actual or potential conflicts of interest that could reasonably be perceived to affect their ability to perform the work objectively and in the best interest of the Alliance. The Alliance reserves the right to determine whether a disclosed conflict of interest is acceptable, can be mitigated, or requires disqualification of the proposal.

4. HOW WE CHOOSE

4.1 Minimum Qualifications

To be considered responsive, proposers must meet the following minimum qualifications at the time of proposal submission:

- **Responsibility and Eligibility.** The proposer must be a responsible entity and must not be suspended, debarred, or otherwise excluded from participation in federal, state, or local government programs.
- **Licenses, Permits, and Legal Compliance.** The proposer must possess, or be able to obtain prior to contract execution, all licenses, permits, registrations, and authorizations required to perform the work described in this RFP in the applicable jurisdiction(s), including but not limited to:
 - Licensed Professional Engineer or Landscape Architect in the State of Maryland
- **Boating Equipment.** The proposer must have the necessary motorized boat and corresponding equipment to perform the work described in the RFP.

Failure to meet any of the minimum qualifications listed above may result in disqualification of the proposal. The Alliance reserves the right to request documentation or verification to confirm that proposers meet the stated minimum qualifications.

4.2 Evaluation Criteria

Proposals will be evaluated by an evaluation committee based on the criteria set forth below. The Alliance intends to select the proposal(s) that represent the best value to the organization, considering both technical merit and cost. The relative importance of each criterion is reflected in the assigned weight.

Evaluation Criterion	Description	Weight (%)
Technical Approach	Evaluation of the proposer's technical approach.	30%
Qualifications and Experience	Evaluation of the proposer's qualifications, experience, and capacity to perform the work.	30%
Price	Evaluation of the proposer's price to complete the tasks outlined within the scope of work and project schedule.	40%

Evaluation of cost/price will be based on the reasonableness, completeness, and cost-effectiveness of the proposed pricing in relation to the proposed approach and scope of work. Where federal funds are involved, proposed costs must be allowable, reasonable, and allocable in accordance with 2 CFR Part 200. The Alliance reserves the right to consider overall proposal quality,

demonstrated understanding of the work, and alignment with the goals of this procurement when making a final award determination.

4.3 Selection Process and Selection Schedule

The Alliance anticipates the following schedule for this procurement. The Alliance reserves the right to modify this schedule as necessary.

- **RFP Issued:** see cover page
- **Deadline for Questions:** see cover page
- **Proposal Submission Deadline:** see cover page
- **Anticipated Evaluation Period:** 7 days after submission deadline
- **Anticipated Award:** no more than 30 days after submission deadline

Proposals will be evaluated in accordance with the evaluation criteria set forth in this RFP and through a multi-step review process, which may include the following stages:

1. **Responsiveness Review.** The Alliance will conduct an initial review to confirm that proposals are complete and responsive to the submission requirements. Proposals that fail to meet minimum qualifications or submission requirements may be deemed non-responsive and removed from further consideration.
2. **Technical and Cost Evaluation.** Responsive proposals will be evaluated based on the stated evaluation criteria. The committee will assess the written proposals to determine the extent to which each proposer demonstrates the ability to successfully perform the required work.
3. **Additional Review Activities (As Applicable).** The Alliance may, at its discretion, invite one or more proposers to participate in interviews, presentations, demonstrations, site visits, or other clarification activities as part of the evaluation process. Participation in these activities may be required to remain eligible for award.

The Alliance intends to select the proposal(s) that represent the best value to the organization, considering both technical merit and cost.

The Alliance reserves the right to amend, suspend, or cancel this RFP at any time; to reject any or all proposals; to waive minor irregularities; and to negotiate with one or more proposers prior to award. Issuance of this RFP does not commit the Alliance to award a contract or to pay any costs incurred in the preparation of a proposal. Additionally, the Alliance reserves the right to reject any or all proposals and to make no award under this RFP.

5. TERMS AND CONDITIONS

Section I: Federal Requirements

The following federal contract provisions are incorporated into and shall form part of any contract awarded under this RFP, as applicable. These provisions are included to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200, including Appendix II to Part 200. The full text of the Uniform Guidance may be found at [2 C.F.R. Part 200](#). Not all provisions listed below may apply to the resulting contract. Any provision that is not applicable by its terms or based on the nature or value of the contract shall be considered 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.

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. 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. 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.

6. 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.

7. 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.

8. 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).

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

Section II: State of Maryland and DNR Pass-Through Requirements

This procurement is funded through an agreement with the Maryland Department of Natural Resources and is subject to applicable State of Maryland requirements and terms and conditions of the underlying award. Any State-required provisions applicable to the resulting contract will be incorporated into the final contract at the time of award. By accepting an award under this RFP, the Contractor agrees to comply with all applicable State of Maryland requirements and any related pass-through terms incorporated into the contract.