

Request For Proposal

Marianna(GA) OSM63(5028)101.1
C990004334

Repurposing a pre-act Abandoned Mine Land("AML") site located in Marianna Borough and West Bethlehem Township in Washington County, PA.

Issued By:

Natural Streams Foundation

417 Thorn Street

Suite 306

Sewickley, PA 15143

October 14th, 2024

Dear Bidder,

Natural Streams Foundation (NSF) is a 501c3 nonprofit working to reclaim former industrial sites. NSF was selected to partner with the Pennsylvania Department of Environmental Protection to reclaim the Marianna refuse pile. The funding is being provided by the Office of Surface Mining.

The Marianna Project will remove over 824,261 cubic yards of refuse material from the AML site. The coal refuse material, at times reaching 70 feet high, will be removed from the site until we reach the approximate original soil elevation. The coal refuse will be transported off site to a certified coal refuse disposal area (CRDA). The second phase of the project will construct new soccer and baseball fields on the reclaimed AML site. The Marianna Project will eliminate a safety hazard, rehabilitate over 26.6 acres, and create multiple environmental and economic benefits in southwestern Pennsylvania. Specifically, the Marianna Project will fully reclaim an AML site that meets the Office of Surface Mining criteria for a Priority 2 Dangerous Pile or Embankment and create economic benefits for the community of West Bethlehem Township by developing soccer and baseball fields on the reclaimed AML site.

This RFP is for the coal refuse disposal aspect of the project only. Since this is a federally funded grant, I would pay attention the requirements of the RFP. Please direct any questions to me.

Sincerely,

Sara Speedy,
Executive Assistant

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Section 1 General Information

I-1 Purpose

The Request for Proposal (RFP) provides interested owners of CRDA's with sufficient information to prepare and submit proposals for consideration by Natural Streams Foundation to accept coal refuse waste as a part of the federally funded Marianna project. Natural Streams Foundation will select qualified disposal and processing facilities to accept and properly manage coal refuse being removed from the Marianna site location. The selected facility will be responsible for ensuring the proper disposal of the waste material in compliance with all applicable State and Federal regulations. In return, the facility will receive a tipping fee for the acceptance and disposal of the coal refuse. This RFP seeks to identify the most efficient and cost-effective methods for handling and processing the material while prioritizing environmental and safety standards.

I-2 Issuing Office

The RFP is being issued by The Natural Streams Foundation from the issuing office listed below. The issuing office is the sole point of contact for this RFP. Please refer all inquiries to:

Sara Speedy, Executive Assistant

417 Thorn St. Suite 306 Sewickley, PA 15143

Sara@naturalstreams.org

Note that only information supplied by the issuing office, including responses to questions regarding the RFP, should be used in preparing Bidder proposals. Any other contracts or information received regarding the subject prior to the release of the RFP should be disregarded in preparing responses.

From the issue date of the RFP until a determination is made regarding the selection of a CRDA, all contacts concerning the RFP must be made through the issuing office. Any violation of this condition is cause for The Natural Streams Foundation to reject a contractor's proposal. If it is later discovered that any violations have occurred, The Natural Streams Foundation may reject any proposal.

I-3 Project Scope and Schedule

The RFP contains instructions governing the response to be submitted and the material to be included therein, a description of the service to be provided, requirements which must be met to be eligible for consideration, and contract terms and conditions. The following schedule outlines the project timeline:

<u>Task</u>	<u>Due Date</u>
Request for Proposal is Released	10/14/2024
RFP Due Date	11/30/24
Notice to Proceed Issued to Successful Bidder	12/31/2024
Preferred Construction Contract Signed	1/17/2025

In order to receive future correspondence pertaining to the RFP, Bidders must notify the issuing office, in writing by **November 1st, 2024**, of their plans to respond to the RFP and include an email address. Updated RFP information will only be sent to vendors who have expressed interest. NSF reserves the right to change or adjust the timeline above as needed to comply with construction and/or permitting needs.

I-4 Rejection of Proposals

The Natural Streams Foundation reserves the right to reject any and all responses received from contractors as a result of this RFP and to cancel this solicitation at any time prior to the execution of any contract.

I-5 Contract(s)

It is proposed that, if contract(s) are entered into as a result of successful bid, the selected Bidder(s) will be required to sign a contract with NSF. Contract terms and conditions may be negotiated upon issuance of intent to award to the Bidder(s). However, some of the terms are not negotiable as they are federal or state requirements (a list of some of those requirements is included in the mandatory requirements section).

The Bidder(s) will be expected to complete contract negotiations within 30 days of the notice to proceed. NSF's preference is to complete contract negotiations 1-2 weeks after the notice of award but no later than 30 days following award. The Bidder(s) will be deemed to have accepted the standard terms and conditions, except as expressly called out in the Bidder's proposal. If exceptions are taken, the Bidder(s) must submit a "redefined" version of the term or condition showing all modifications proposed by the Bidder(s). The Bidder(s) must provide an explanation as to why the modification is required. The Bidder's willingness to accept the Terms and Conditions, with minor clarifications, shall be an affirmative factor in the evaluation of the Bidder's proposal.

Please note that NSF's preference is to contract with one Bidder for the entire project. However, NSF will consider proposals for a segment or segments that are cost-effective and are in the best interest of the Marianna Project.

I-6 Invoicing and Payment

The Marianna Project is being funded through a reimbursable federal grant. All bidders, by submitting a proposal and entering into a contract, agree to submit invoices to Natural Streams Foundation in accordance with the terms and conditions specified in the Grant Agreement governing the project.

(i) The Project name, contract number, period of performance, a description of the items, services rendered, permits acquired and/or land purchased and shall include original receipts, invoices, logs, time sheets or other properly certified records documenting the services rendered or purchase(s). The Project name is Marianna (GA) OSM63(5028)101.1. The contract number is C990004334. Please see the invoice checklist on Exhibit A.

(ii) A work progress report shall be submitted with each invoice. The report shall outline the completion status for each work element and give reasons for significant deviations, if any, from the scheduled plan of work and how such deviations will be corrected.

The Bidder will submit invoices to NSF for reimbursement on a monthly basis unless otherwise agreed to by the parties. NSF shall submit invoices to the DEP for

reimbursement after the end of each month. After reimbursements are made to NSF, NSF will pay any properly completed and submitted invoices for the applicable period, subject to any retainage by DEP. NSF anticipates a 6–8-week turnaround for all reimbursements. If information is unclear, incorrect, or missing from submitted invoices, payment may be delayed.

I-7 Incurring Costs

The Natural Streams Foundation is not liable for any costs or expenses incurred by the Bidder in the preparation or submission of their proposals or for any attendance at any conferences or meetings related to this RFP.

I-8 Bidder Responsibilities

Each Bidder's submission must be signed by the individual representative of the contractor who has contracting authority; that individual will be the sole point of contact with regard to contractual matters. This must be completed on the Bidder Qualifications Form that can be found in Section III-2.

I-9 Prime Contractor/Subcontracting

Eligible Bidders will be considered prime contractors with respect to any supplies/work they are awarded. If the Bidder uses subcontractors for any work onsite, they are encouraged to solicit quotes from Minority and Women-Owned Business Enterprises. All contractors and subcontractors will also be required to meet all federal requirements for reporting, auditing, compliance, and grant conditions found in Exhibit B.

I-10 Disclosure of Proposal Contents

The Bidder's proposal will become part of the contract award resulting from this RFP and are not, therefore, confidential. The Natural Streams Foundation has the right to use any concept presented to any reply to this RFP. Selection or rejection of a proposal does not affect this right.

Please be advised: All responses to this procurement opportunity are subject to the Federal Freedom of Information Act.

I-11 Addenda to the RFP

If it becomes necessary to revise any part of this RFP, an addendum will be emailed to all parties that have submitted an intent to bid notice.

Bidders who fail to respond to the current version of the RFP including addenda changes issued no later than November 30th, 2024 will be deemed non-responsive. Bidders who do not have access to the internet should notify the issuing office.

I-12 News Release

News releases pertaining to this RFP cannot be made without Natural Streams Foundation's approval, and then only in coordination with the issuing office.

I-13 Response Date

Proposals must be received at the address listed below on or before **November 30th, 2024**. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Late submissions will not be accepted. The receiving address is: 417 Thorn St. Suite 306 Sewickley, PA 15413.

I-14 Proposals

To be considered, proposals must consist of a complete response using the format provided in Section III-2 of this RFP. NSF reserves the right to reject any bid that includes conditions or exceptions. If a bid is accepted and the Bidder agrees to proceed, the Bidder is legally obligated to deliver the awarded items at the price specified in the submitted bid. For this RFP, the proposal as submitted must remain valid during the entire solicitation, award, and contract finalization processes.

I-15 Insurance

Once a Bidder is selected, all contractors and subcontractors shall purchase and maintain, at its expense, the insurance coverage set forth on Exhibit C. All contractors and subcontractors shall provide evidence of such insurance to NSF prior to or simultaneously with execution of this Agreement.

I-16 Kick-off Meeting

If selected, the Bidder will attend a kickoff meeting with NSF within (2) weeks of fully executing the Agreement. The date, time, and location (if in-person) of the kickoff meeting will be determined by mutual agreement between the Selected Bidder and NSF. The kickoff meeting may be conducted in-person or via video conference, as mutually agreed upon by the Selected Bidder and NSF.

I-17 Bi-Weekly Meetings

Selected bidder agrees to attend bi-weekly meetings with NSF and the project team. Bi-weekly meeting location (if in-person), time, and date will be determined by mutual agreement with the selected Bidder and NSF. Meetings will be held in person, via video call, or phone call as mutually agreed upon by selected Bidder, NSF, and project team.

I-18 Bidder Responsibility Program

Bidding on this RFP means the parties acknowledge and agree that Natural Streams Foundation shall no longer be liable for the coal refuse waste once it has been delivered to the designated coal refuse disposal facility. Upon delivery, all responsibility for the handling, management, and disposal of the coal refuse waste shall transfer to the disposal facility, in accordance with applicable laws and regulations.

I-19 Open Records

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract and all selected bidders/subcontractors.

Section II Description of the Organization

II-1 Natural Streams Foundation Inc. is a Pennsylvania-based 501(c)(3) organization located just outside of Pittsburgh, PA. The mission of our non-profit organization is to reclaim land and water sources from long-standing environmental issues to benefit communities that have been impacted by former mining and industrial operations. We offer a variety of services including environmental reclamation, trust management, corporate environmental responsibility, and long-term stewardship. The Natural Streams Foundation finds creative ways to ensure long standing environmental issues are either cared for properly or fully reclaimed.

Section III Work Statement

III-1 Project Summary

The Marianna Project will remove approximately 824,261 yards of coal refuse from an AML site owned by West Bethlehem Township and haul the material to an approved coal refuse disposal area. The disturbed area of the AML site is approximately 26.6 acres with a build-up of coal refuse that reaches approximately seventy (70) feet in certain locations. The AML site is a safety hazard for the environment and the public with steep slopes, sliding refuse, large erosion gullies, poor erosion and sediment control, intense visitation from all-terrain vehicles (ATV), motorcycle tracks, trails and hunting blinds.

The post reclamation project on the Marianna site helps address the lack of recreational and wellness access in the community. As noted in the enclosed application, the area will boast full size baseball and soccer fields. Additionally, there will be a dog recreation area/athlete warm up area. Overflow parking for the fields will also be created. A walking trail will be established along Ten Mile Creek which will also allow fishing access. This stretch of Ten Mile Creek is undeveloped and is described as a unique natural resource. In addition to the fish habitat, other wildlife including turtles, muskrats, beaver, waterfowl, and deer are commonly seen on site. Eagles are also present and have established nests in the area.

Natural Streams Foundation will select a qualified disposal and/or processing facility to accept and properly manage the coal refuse removed from the Marianna site location as part of the first phase of this project. NSF anticipates starting the refuse disposal process by March of 2025, subject to any permit changes. The selected facility will be responsible for ensuring the proper disposal of the waste material in compliance with all applicable State and Federal regulations. In return, the facility will receive a tipping fee for the acceptance and appropriate disposal of the coal refuse.

III-2 Scope of the Project and Bid Requirements

The site location for the Marianna Project is on 10 Mile Road in Marianna Borough, PA. The surface area is owned by West Bethlehem Township and does not have a specific address. The latitude is N 40:0:54 and Longitude is W -80:6:36. The site can also be located at:

https://maps.app.goo.gl/6yNgP7RwJAWFWszV7?g_st=com.google.maps.preview.copy

Proposals must be submitted as one original and two copies to the issuing office. In addition, all proposals must include an electronic PDF version.

Please note that your original proposal must contain the Bidder Qualifications List (found below) with an original signature of an official of your company authorized to bind your company to the provisions of its proposal. No other distribution of proposals will be made by the contractor. The contents of the proposal of the successful contractor(s) and this RFP will become contractual obligations if and when contract(s) are executed.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the contractor's ability to meet the requirements of this RFP following the format seen below. NSF reserves the right to ask for any additional information as needed.

Bidder Requirements

1. Describe your operational experience related to the CRDA.
2. Provide a status on your permit for the CRDA. Is your permit active? If not, provide the steps and timelines to update your permit.
3. Is your facility permitted to accept refuse from Marianna for the projected start date of March 2025? If not, how long would it take to obtain your permit?
4. Do you have any outstanding violations that would prevent you from accepting the material from Marianna?
5. What is the address of the Coal Refuse Disposal Area?
6. The project anticipates disposing 1,400 to 2,000 cubic yards of material per day. This is subject to change based on work progress. Provide your operational plan to handle the material being disposed on site.

7. Please include 2 original maps of the ingress, egress, staging areas, and load out locations. All printed maps should be 22x34 inches in size. The electronic map version can be a smaller size. Please include any bonded roads that might be traveled to enter your site.
8. Does your facility have any restriction related to truck access? What are the road conditions to and from the site? Can the roads handle multiple trips? If not, what needs to be done to prepare the roads? Please show truck access on maps.
9. What are the hours of operation for your site? Does your site have availability on weekends and holidays?
10. Are there any training or other delays that would prevent the trucks from entering your site? For example, other trucks onsite that will take priority over the Marianna trucks. Please list any issues that may be related to truck flow. Can trucks pass each other to and from the site?
11. What is your total available airspace at this location?
12. Provide data or another method to prove you can accept all the material from Marianna.
13. Provide your cost for a tipping fee in cubic yards and tones. The cost should be all inclusive for dumping on your site.

EXHIBIT A

NSF INVOICE CHECKLIST

Did you make the invoice out to Natural Streams Foundation Inc.?	
Did you include the date the work was completed?	
Did you include a unique invoice number?	
Did you specify hours worked on the Project?	
Did you include the services provided, receipts, logs, timesheets, or records documenting the services rendered or purchases?	
Did you include details of any permits acquired or land purchased?	
Did you previously submit a completed IRS Form W-9? If not, is it attached?	
Is your company signed up for ACH billing on Bill.com?	
Did you include a short progress report / description of work completed during this timeframe?	

EXHIBIT B

FLOW-DOWN PROVISIONS

Bidder agrees to the following provisions set forth by the Commonwealth for The Marianna Project (GA) OSM63(5028)101.1 grant, contract number C990004334, Provisions for Commonwealth Contracts:

1. *Contractor Integrity Provisions.*

(a) The Contractor certifies to the best of its knowledge and belief that, within the last five (5) years, neither the Contractor nor any affiliates of the Contractor, the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor ("Contractor Related Parties") have:

- (i) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- (ii) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- (iii) had any business license or professional license suspended or revoked;
- (iv) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- (v) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

(b) If the Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in

its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

2. Contractor Responsibility Provisions.

(a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

(b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations or has filed a timely administrative or judicial appeal if such liabilities or obligations exist or is subject to a duly approved deferred payment plan if such liabilities exist.

(c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

(d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

(e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for

investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

3. *Provisions Concerning the Americans with Disabilities Act.* During the term of this contract, the Contractor agrees as follows:

(a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

(b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of subparagraph (a) above.

4. *Enhanced Minimum Wage Provisions.*

(a) Contractor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

(b) *Adjustment.* Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

(c) *Exceptions.* These Enhanced Minimum Wage Provisions shall not apply to employees:

- (i) exempt from the minimum wage under the Minimum Wage Act of 1968;
- (ii) covered by a collective bargaining agreement;
- (iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
- (iv) required to be paid a higher wage under any state or local policy or ordinance.

(d) *Notice.* Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

(e) *Records.* Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

(f) *Sanctions.* Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

(g) *Subcontractors.* Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

5. *Nondiscrimination / Sexual Harassment Provisions.*

(a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.

(b) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

(c) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.

(d) Neither the subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

(e) Any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily

accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

(f) Any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

(g) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

(h) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

(i) The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective

date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

(j) The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Bidder agrees to the following provisions set forth by the Commonwealth for The Marianna Project (GA) OSM63(5028)101.1 grant, contract number C990004334, Project Scope of Work and Budget:

1. *Wildlife.* The proposed project is in the vicinity of a northern long-eared bat maternity roost(s), capture, or detection. To ensure take is not reasonably certain to occur, do not conduct tree removal from May 15 to August 15. NSF and its contractors have agreed to adhere to this avoidance measure.

Bidder agrees to the following provisions set forth by the Commonwealth for The Marianna Project (GA) OSM63(5028)101.1 grant, contract number C990004334, Department of Environmental Protection, Federal Requirements:

1. *Equal Employment Opportunity.* All contracts shall contain a provision requiring compliance with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 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."

2. *Build America, Buy America.*

(a) The "Build America, Buy America Act" applies to this Agreement. The Buy America preference only applies to articles, materials, and supplies that are

consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to a project site and removed at or before the completion of the infrastructure project. Nor does a BABA preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(b) Build America, Buy America Act (23 U.S.C. 313; 23 CFR 635.410) As required by Section 70914 of the Build America Buy America (BABA) Act, also known as the “Infrastructure Investment and Jobs Act”, P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to a waiver approved by the United States Department of Interior. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program. Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (i) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (ii) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (iii) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

3. *MBW/WBE Utilization and Reporting.*

(a) 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.

(b) The Contractor must provide the Commonwealth with documentation of all procurements awarded in relation to the scope of work provided in this Agreement, regardless of the awarded amount. If such procurement involved a certified MBE/WBE entity, then that information must also be included. Procurement activity must be reported to the Commonwealth by all recipients, within 15 days of the close of each calendar quarter (January 15, April 15, July 15, and October 15, each a "Reporting Period"). A procurement is defined as any expenditure through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete the work. All procurements awarded during the Reporting Period must be reported, even if it did not involve a certified MBE/WBE contractor. Contractor must submit procurement information for the Reporting Period even if no procurement occurred during the Reporting Period.

4. *Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).* Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) Violations shall be reported to the Regional Office of the EPA.

5. *Energy Efficiency.* Contractor shall comply with mandatory standards and policies relating to energy efficiency in compliance with the U.S. Energy Policy and Conservation Act (Pub.L. 94-163).

6. *Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333).* Where applicable, all contracts awarded by recipients in excess of \$100,000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers

shall include a provision for compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under section 102 of the Act, each 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 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides 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. *Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)*. All contracts and subgrants in excess of \$100,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient 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 he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.

8. *Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148)*. When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) 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, contractors shall be required to pay wages to laborers and mechanics not less than the prevailing wage rates and fringe benefits, as determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the

wage determination. The recipient shall report all suspected or reported violations to the Federal Grantor Agency.

9. *Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)*. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. 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 recipient.

10. *Debarment and Suspension (Executive Orders 12549 and 12689)*. No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with Executive Orders 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 Executive Order 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

EXHIBIT C

INSURANCE REQUIREMENTS

Bidders shall purchase and maintain at its expense the following types of insurances, issued by companies acceptable to the Commonwealth of Pennsylvania (the "Commonwealth") and NSF.

1. **Workers' Compensation Insurance** meeting statutorily required minimum amounts sufficient to cover all of the employees of Bidder working to fulfill this Agreement.

2. **Comprehensive General Liability Insurance**, including bodily injury and property damage insurance, to protect the Commonwealth, NSF, and Bidder from claims arising out of the performance of the Agreement. The amount of public bodily injury insurance shall not be less than \$1,000,000 per occurrence. The amount of property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence. Coverage shall include underground, explosion and collapse hazards.

3. **Automotive Liability Insurance**, including bodily injury and property damage insurance, to protect the Commonwealth, NSF, and Bidder from claims arising out of the performance of this Agreement. The amount of automobile bodily insurance shall not be less than \$500,000 per person and \$1,000,000 per occurrence. The amount of automobile property damage insurance shall not be less than \$500,000 per occurrence. If the policy is issued for bodily injury and property damage combined, the amount shall not be less than \$1,500,000 per occurrence.

The required insurances shall be of the Contractual Liability type and the named insured parties shall include the Commonwealth of Pennsylvania and NSF. All insurances must be occurrence based and "claims made" policies are not acceptable. The insurances shall not contain any endorsements, or any other form designed to limit and restrict any action by the Commonwealth or NSF, as an additional insured, against the insurance coverages regarding the work performed by the Commonwealth or NSF. Prior to the commencement of work under this Agreement, Bidder must provide the Commonwealth and NSF with current Certificates of Insurance meeting the requirements set forth above. These Certificates shall contain a provision that coverage afforded under the policy shall not be

cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth and NSF.