



**Carter Historic Farm Wetland Restoration
Request for Proposals**

September 10, 2018

**Black Swamp Conservancy
4825 Sugar Ridge Rd
Pemberville, OH 43450**

Sealed Bids must be received by 4:00pm Eastern on October 9, 2018

SUMMARY:

The Black Swamp Conservancy (the “Conservancy”) is requesting sealed Bids for the Carter Historic Farm Wetland Restoration project described herein. The Conservancy is seeking a contractor or team of contractors to manage and implement all aspects (for example, permits, construction, and planting) of a wetland restoration project on 20 acres of the Wood County Park District’s (the “Park District”) Carter Historic Farm in Center Township, Wood County, Ohio (the “Project”). Fully engineered Construction and Restoration Plans have been completed for Phase I and Phase II of the Project and are included as Exhibit B. Contractors are encouraged to submit proposals that adhere closely to the Construction Plans, but the Conservancy will consider minor changes for cost effectiveness and/or improved outcomes. Carter Historic Farm (the “Site”) is a public park operated as a 1930s farm and used for educational outreach about Depression-era farm life and the historic Great Black Swamp. The “Restoration Area” is the western 20 acres of the farm, with an agricultural field and a forested woodlot to its east and a ditch to its west, which flows into Toussaint Creek. The Conservancy’s goal for the restoration is to convert between 7.1 and 15.2 acres of farm field to a matrix of palustrine forest wetland, palustrine shrub wetland, and palustrine emergent wetland by disrupting field tiles, shaping microtopography and planting native plant communities. The remaining acreage of the Restoration Area will be planted as native mesic prairie.

SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor or team of contractors (collectively, the “Contractor”) shall furnish all necessary permits (local, state, and federal), labor, facilities, materials, equipment, and construction oversight services to complete the Project’s scope of services as defined herein and in the Contract to be entered into between the Conservancy and the Contractor. The Contractor will work with the Conservancy to modify the restoration design if necessary before construction; implement and construct the restoration project from the Construction Plans; and consult with the Conservancy about design implementation progress during construction.

Construction Plans for the Project are attached as Exhibit B to this Request for Proposals (the “RFP”).

Contractors should submit their proposal with two alternate bids based on the Construction Plans (Exhibit B):

Alternate A: Bid for completing Phase I as described in Exhibit B (i.e., creation of 7.1 acres of wetland complex and planting 9.4 acres of mesic prairie.)

Alternate B: Bid for creating 7.1 acres of wetland complex described as Phase I in Exhibit B and for completing an additional 8.1 acres of wetland complex described as Phase II in Exhibit B. (In Alternate B, there would be no mesic prairie planted.)

Minor modifications to the design may be included for the Conservancy’s consideration, if the Contractor feels they are necessary for cost efficiency or improved restoration outcomes. Any modifications to the design must incorporate the minimum Project requirements, as discussed below in Section C: Contractor Scope of Services. If suggested modifications would require new topographical, hydrological or soil surveys of the Site, any such surveys shall be the Contractor’s responsibility and should be included within the Contractor’s pricing structure.

The Contractor must be able to demonstrate the successful completion of at least 4 wetland restoration projects greater than \$250,000 in contract amount, preferably within the Western Lake Erie Basin, to be eligible to submit proposals.

SECTION B: PROJECT DESCRIPTION AND SPECIFICATIONS

BACKGROUND

The Project is located on the western side of the Site. Maps showing the general location of the Site and Restoration Area are attached to this RFP as Exhibit A. The approximate street address of the Site is 18331 Carter Rd, Bowling Green, Ohio.

The Site is an 80-acre public park that is owned and managed by the Wood County Parks District and protected by a Conservation Easement held by the Conservancy. The Site is operated as a 1930s farm and used for educational outreach about Depression-era farm life and the historic Great Black Swamp. The Site is located in the Upper Toussaint Creek watershed and was once a part of the Great Black Swamp, which has been almost entirely drained for agricultural use and other development. The Site has been in agricultural production for over a century. The Park District and Conservancy are partnering on a water retention and wetland restoration project at the Site. The goal for the restoration project is an increase of wildlife habitat; reduction of Nitrogen, Phosphorus and Sediment (“NPS”) pollution from the site; and opportunities to interpret the history and ecology of the Great Black Swamp and the importance of wetlands to water quality in the Western Lake Erie Basin.

The Restoration Area is located on the western side of the Site and is currently planted in corn. An unnamed agricultural ditch that contains a jurisdictional stream channel lies along the western boundary of the Restoration Area. The stream channel converges with the Upper Toussaint Creek approximately 600 feet north of Simmonds Rd (which is the northern boundary of the Site). To the east of the Restoration Area, and still within the Site, lays a woodlot with several vernal pools and a recreational walking trail.

This Project is being financed through a grant from the Ohio Environmental Protection Agency (“Ohio EPA”) under the provisions of the United States Environmental Protection Agency (“US EPA”) Great Lakes Restoration Initiative’s Maumee River Sediment & Nutrient Reduction Project. A copy of the “Grant Agreement” between the Conservancy and Ohio EPA is attached as Exhibit G. ***Contractors should review the Grant Agreement, as the Contractor awarded the Project will be required to agree to all terms and conditions set forth in the Grant Agreement.***

PROJECT DESCRIPTION

The Restoration Area (41.41962°N, -83.59946°W) is located in the western 20 acres of the Site. The Restoration Area’s southern boundary is agricultural field; to the north is a roadway, to the west is an agricultural ditch, and to the east are a farm field and a woodlot that are part of Carter Historic Farm. A map showing the general location of the Site and the Restoration Area is attached as Exhibit A. The goal for this RFP is to hire a Contractor to restore at least 7.1 acres of wetland and up to 9.4 acres of mesic prairie, per the specifications in the Construction Plans (Exhibit B), in order to provide wildlife habitat and passive treatment of agricultural runoff that drains to the ditch to the west.

The Construction Plans call for installing up to 15.2 acres of wetland by dropping the grade of the entire wetland area by about 1 foot to allow for positive surface drainage from the adjacent landscapes and to keep standing water in the wetland below the adjacent landscape elevation. In Phase I, about 3.76 acres of the Restoration Area will remain at this -1 foot elevation and will be planted as a palustrine forested wetland bench. Approximately 3.2 acres of the Restoration Area will be graded to an additional 0.3 feet below the forested bench, and will be planted as palustrine shrub wetland. About 0.15 acres of the Restoration Area will be graded even deeper to form palustrine emergent wetland pools. In Phase II, 4.06 acres will be palustrine forested wetland bench, 3.65 acres will be palustrine shrub wetland, and 0.36 acres will be palustrine emergent wetland. These three different elevations and associated plant communities will be arranged as a mosaic, per the Construction Plans for Phase I and Phase II.

Excess soil materials from the earthmoving activities will be used to create 16-foot-wide perimeter berms. The berms are designed to facilitate overlooks and a walking path on top and must be able to support the weight of a vehicle to allow for Park staff access for maintenance. The eastern ends of the berms are designed to allow the future walking path atop them to connect to the existing walking trail in the woodlot.

The Construction Plans (Exhibit B) and the Final Design Report (Exhibit C) have additional details on grading plans, sediment and erosion control, and planting plans. The planting plans in Exhibit B detail species lists, suggested seed mixes, proposed planting densities, and planting details for Palustrine Forested Wetland, Palustrine Shrub Wetland, Palustrine Emergent Wetland, Mesic Prairie Habitat and a Seed Mix for the Upland Berms. Contractor should review all exhibits to this RFP to ensure the Contractor's proposal responds fully to this RFP.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

Contractor must analyze and respond to all articles of this RFP providing sufficient information to allow the Conservancy to evaluate the Proposal. Contractor, by submitting its Proposal, agrees that any costs incurred by the Contractor in responding to this RFP are to be borne by the Contractor and may not be billed to the Conservancy.

Through this RFP, one Contractor will be selected to implement permitting, construction, planting and monitoring for the Carter Historic Farm Wetland Restoration. The Conservancy shall select a Contractor in the Conservancy's sole discretion. The Conservancy reserves the right to reject any and all proposals for any reason and to pursue purchasing in a manner that is in the best interest of the organization and that is in compliance with the grant requirements that are financing the Project. A summary of the Contractor scope of services and schedule instructions are as follows:

CONTRACTOR SCOPE OF SERVICES

The specific tasks to be completed by the Contractor include:

- 1) Modify design plans, if the Contractor feels it is necessary.
- 2) Procure all necessary local, state and federal agency permits, and perform agency coordination as required.

- 3) Create at least 7.1 acres (Alternate A) or 15.2 acres (Alternate B) of new wetland habitat by grading the site per the Construction Plans.
- 4) Create perimeter berms with the excavated material, following specifications in the Construction Plans. Seed the berms.
- 5) Install water control structures to allow the Park District to manipulate groundwater and surface water elevations within the wetland areas.
- 6) Prepare site for planting.
- 7) Purchase all seed mixes, tree seedlings and other planting materials.
- 8) Broadcast or drill Mesic Prairie seed mix to create 9.4 acres of prairie in northern half of Restoration Area. **Include in bid for Alternate A (Phase I) only.**
- 9) Broadcast or drill Wetland Seed Mix in the entire wetland mosaic restoration area (7.1 to 15.2 acres).
- 10) Plant a combination of Bare Root Seedlings and larger container trees and shrubs in the Forested Wetland areas (3.76 acres for Alternate A; 7.82 acres for Alternate B) and in the Shrub Wetland areas (3.2 acres for Alternate A; 6.85 acres for Alternate B), to achieve a density around 400 woody stems per acre.
- 11) Install protective tree tubes or other deer browse deterrent on all trees and shrubs.
- 12) Vegetative survival must attain 80 percent over a two-year period after completion of construction.
- 13) Perform invasive species control for 2 years after project completion.
- 14) Minimize disturbance to the site, including preventing erosion and transport of materials into the unnamed agricultural ditch to the west.
- 15) All materials and each part or detail of work shall be subject to inspection by the Conservancy. The Conservancy or its representatives shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as required to make a complete and detailed inspection at any and all times.
- 16) Meetings with the Conservancy shall be conducted on the site at pre-construction, at 50% completion, and at 100% completion before equipment is removed with the Conservancy and the Contractor to ensure that all activities are satisfactorily planned for and completed. A person qualified in each design phase of the project shall be available when required to support the necessary visits. The 100% construction meeting shall be held prior to demobilization.
- 17) An as-built survey should be prepared of the completed construction Project, including a red-line mark-up version compared to the design plan. A longitudinal profile of any stream restoration within the limits of the Project area will also be prepared.

TASK 1. MODIFY DESIGN PLANS, IF NECESSARY

Contractors should submit their proposal based on the Construction Plans (Exhibit B), but contractors may submit proposals with minor suggested modifications if the modifications would result in cost effectiveness and/or improved outcomes. Suggested modifications must be accompanied by justifications and pricing for the Conservancy's consideration. Any modifications to the design must incorporate these minimum Project requirements:

- 1) Create at least 7.1 acres of wetland complex that includes Forested Wetland, Shrub Wetland and Emergent Wetland components.
- 2) Plant native prairie habitat on all acres of the 20-acre Restoration Area that are not restored to wetland or used for berms or other infrastructure related to the wetland restoration.
- 3) Maintain drainage of all farm fields surrounding the 20-acre Restoration Area.
- 4) Do not cause draining/drying of vernal pools in the existing wood lot on Site.
- 5) Incorporate space for a walking path around the wetland restoration.
- 6) Increase water infiltration and reduce NPS pollution on all 20 acres of Restoration Area. This must include removing/breaking/blocking field tile on the acres to be restored to wetland.
- 7) Vegetative survival must attain 80 percent over a two-year period after completion of construction.
- 8) Minimize disturbance to the site, including preventing erosion and transport of materials into the unnamed agricultural ditch to the west.

If suggested modifications would require new topographical, hydrological or soil surveys of the project site, any such surveys shall be the Contractor's responsibility and should be included within the Contractor's pricing structure. The final design plans shall be sufficient to support all required permitting and implementation of design activities, and shall contain all construction plans and specifications necessary for construction.

The Conservancy must approve any design modifications before implementation activities can begin. If design modifications are proposed and approved, the Contractor shall deliver the final design plans for the modifications in both hardcopy (2 sets) and electronic version (pdf and GIS files).

TASK 2. PROCURE ALL NECESSARY LOCAL, STATE AND FEDERAL AGENCY PERMITS, AND PERFORM AGENCY COORDINATION AS REQUIRED

The Contractor shall prepare all regulatory permits necessary to initiate and complete the Project.

It is anticipated that a National Pollutant Discharge Elimination System ("NPDES") General Permit for discharge of stormwater for construction activities may be required. A Stormwater Pollution Prevention Plan ("SWPPP") would then need to be developed.

To help with permitting and coordination, the following reports have been completed: Surface Water Delineation Report (Exhibit D); USFWS RTE Species Report (Exhibit E); ODNR Environmental Review Report (Exhibit F); Hydrology Assessment and Water Budget (part of Exhibit C); Sediment & Erosion Control Plan (part of Exhibit B); Cultural Resources Literature Review (part of Exhibit C), and an Anticipated Permitting Requirements Report (part of Exhibit C).

TASKS 3 – 11.

Details of tasks 3 through 11 are described in Exhibit B: Carter Historic Farm Wetland Restoration Project Construction Plans and Exhibit C: Final Design Plan Report for the Carter Historic Farm Wetlands Restoration.

TASK 14. MINIMIZE DISTURBANCE TO THE SITE, INCLUDING PREVENTING EROSION AND TRANSPORT OF MATERIALS INTO THE UNNAMED AGRICULTURAL DITCH

Best efforts shall be made by the Contractor to minimize disturbance to the existing natural area and nearby waterways during project implementation. Sanitation of equipment before entering and leaving the project site will be required. Contractor shall be responsible for working around all infrastructure during the implementation of the Project. The Contractor shall give particular attention to avoiding soil compaction through best management practices, and remediating compaction where it is unavoidable. Suggestions for erosion control and soil protection are included in the Construction Plans in Exhibit B. Erosion and sediment must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit. No fill or spoil shall be placed in a stream or wetland area, either on-site or off-site, unless specifically designated as a part of the approved and final Project design and permit. Any areas disturbed or spoil areas must be cleaned up, graded naturally, mulched and seeded or reforested in accordance with reasonable timeframes or as required by the Contract and/or the Ohio EPA general permit and/or the SWPPP. The Contractor shall be responsible to repair, replace, or restore any part of the property outside of the Project boundaries that are damaged or changed by the contractor or subcontractor doing work on the Project.

DELIVERABLES

Deliver the following to the Conservancy:

- CD-ROM of all data, plans and regulatory permits gathered and generated in a format acceptable to the Conservancy.
- As-Built drawings and longitudinal profile: Prior to submission of a final application for payment, as built drawings shall be provided to the Conservancy showing final site conditions, including acres of wetland restored and acres of area reforested/revegetated. A set of red-line as-built drawings shall also be submitted displaying deviations from the approved design plan.
- Construction photographs: The Contractor shall furnish a series of digital construction photos to show the progress of work. Photos must be provided on a CD or other digital media.

SCHEDULE

All Project activities must be completed no later than October 1, 2019. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of October 2018. Include within the schedule a proposed payment schedule. If the schedule would be different for Alternate A and Alternate B, submit two proposed schedules, one for each Alternate.

SECTION D: INSTRUCTION FOR OFFERERS

In submitting a Bid in response to this Request, please include the following items:

1. A cover letter including an executive summary of the key proposal elements, not to exceed two pages in length. The cover letter shall be signed by a person legally authorized to bind the Contractor.
2. A Project narrative comprised of the following sections and referencing the Contractor Scope of Services above:

- a. Description of the Contractor's understanding of the Project.
 - b. Proposal and technical approach for completing all tasks described in this RFP.
 - c. Discussion of any additional observations, design modifications, cost-saving strategies, etc.
 - d. A description of water quality protection methods to be utilized during construction, as necessary.
 - e. A list of equipment to be utilized.
3. Two detailed budgets, one for Alternate A and one for Alternate B, as described in Section A (page 1) of this RFP. The budgets should relate to quantity of work to be completed (i.e. make clear how many woody stems will be planted or how many acres will be seeded for the specified costs). The Contractor may also include a budget narrative (no more than one page per each Alternate) in order to better support the budget.
 4. A proposed Project schedule that shows completion of all Project activities no later than October 1, 2019. The Project schedule should include key milestones, deliverables, coordination meetings, and a proposed payment schedule.
 5. A summary of the Contractor's qualifications. This section should include the following:
 - a. List and describe each entity, including proposed subcontractors, that are a part of the Contractor's Project team, including each entity's experience with projects similar in nature to the subject Project. If proposed subcontractors are not identified in the proposal, a rationale for how those subcontractors will be selected should be provided.
 - b. A summary of at least four 4 wetland restoration projects, preferably performed within the Western Lake Erie Basin.
 - c. Identify all of the key Project team personnel, including key subcontractor personnel, who will be involved in the Project, including the experience, knowledge, technical expertise, certifications and licenses (including state of licensure), and resumes of key personnel.
 6. Three (3) References, including contact information and brief Project descriptions. At least two of the references must be from among the four wetland restoration projects provided in Section 5(b) above.

7. Conflict of Interest Disclosure Form(s), completed by each Contractor and sub-contractor that will be involved in the proposed transaction with the Conservancy. A blank copy is attached as Exhibit I.
8. Non-Collusion Affidavit(s), completed by each Contractor and sub-contractor that will be involved in the proposed transaction with the Conservancy. A blank copy is attached as Exhibit J.

SUBMISSION OF BIDS

Bids are to be received at the Conservancy's office on or before October 9, 2018, at 4:00pm Eastern. Oral, telephone, email or facsimile Bids will not be considered. If a Bid is sent by mail, Bidder assumes full responsibility in assuring that its Bid is received by the Bid Deadline.

Bids shall be submitted in a sealed envelope or package as follows:

1. Addressed to the address specified on the cover page of this RFP,
2. Show the Bid Name, "Carter Historic Farm Wetland Restoration RFP",
3. Give the Bidder's name, primary contacts address, and
4. Show the date and time of the Bid Deadline as specified in this RFP

Bidders may submit their Bids by US Mail, messenger, Fed Ex, or UPS.

The Conservancy, or its representatives, officers, or employees, will not be held responsible for the pre-opening of, post-opening of, or the failure to open a Bid not properly addressed and identified.

Submissions must be received no later than 4:00 pm Eastern on October 9, 2018. Bids received after this deadline will not be considered and will be returned to the Bidder unopened.

PROPOSAL EVALUATION

The selection process will involve screening of submitted proposals and possible interviews. The Conservancy will select a Contractor on the basis of adherence to the RFP, Contractor qualifications and experience, understanding of the scope of services, response to technical components of this document, and the quantity and quality of work to be performed in relation to the budget.

The Conservancy expects to award the contract by October 19, 2018. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

VISITING THE SITE

To allow interested Contractors to assess the conditions of the site to inform their responses to this RFP, the Conservancy and the Park District will host a pre-bid site visit on September 20, 2018, at 9:00am. Contact Melanie Coulter at mcoulter@blackswamp.org to RSVP.

If Contractors want to visit the site separately from the September 20 pre-bid visit, the grounds at Carter Historic Farm are open to the public from 8am to sunset. Please email ahead to Melanie Coulter to let us know when you will be on site. Carter Historic Farm - 18331 Carter Rd, Bowling Green, OH 43402

QUESTIONS TO THIS RFP MUST BE EMAILED TO:

Melanie Coulter

mcoulter@blackswamp.org

No phone calls please.

Questions must be received by October 1, 2018. Not later than October 2, 2018, the Conservancy will distribute all questions received and its responses to those questions to all firms that have expressed an interest in submitting a proposal. ***All firms interested in submitting a proposal and/or being included on the question and response distribution list should notify Melanie Coulter by email at mcoulter@blackswamp.org.***

INSURANCE REQUIREMENTS

1. The Contractor shall provide the Conservancy with a Certification of Insurance verifying its limits for liability, property damage, and automobile insurance in an amount not less than One Million Dollars (\$1,000,000), per occurrence.
2. The Conservancy shall be specifically named as an “additional insured” on all policies covering work under this Contract. The required Certificate of Insurance shall show that the Conservancy has been added to the policies.
3. ALL insurance shall be endorsed so that it cannot be canceled in less than thirty (30) days.
4. The Contractor shall also meet any further insurance requirements set forth in the Contract and/or the Grant Agreement.

PROCUREMENT PROCESS

The Conservancy reserves the right to reject, in its sole and absolute discretion, any and all proposals, for any reason, to waive technicalities, and to pursue purchasing that is in the best interest of the organization.

The Conservancy reserves the right to reject any proposal in which the offerer takes exception to the terms and conditions of the request for proposals; fails to meet the terms and conditions of the request for proposals, including but not limited to, the standards, specifications, and requirements specified in the request for proposals; or submits prices that the contracting authority considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority;

The Conservancy reserves the right to reject, in whole or in part, any proposal that the Wood County contracting authority has determined, using the factors and criteria described in the Proposal Evaluation division of Section D of this RFP, would not be in the best interest of Wood County;

The Conservancy may conduct discussions with offerers who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the request for proposals.

Any contract awarded under this invitation will be financed solely through the GLRI Maumee River Sediment & Nutrient Reduction Program grant described in Exhibit G of this RFP. ***The Conservancy’s receipt of the grant funds shall be a condition precedent to the Conservancy’s obligation to make any payment to the Contractor.***

DISPOSITION OF PROPOSALS

All material submitted in response to this RFP will become the property of the Conservancy and may be returned only at the option of the Conservancy and at the expense of the Contractor. The Conservancy reserves the right to retain a copy of any materials returned. Successful and unsuccessful Contractors will be notified in writing. The Conservancy shall not be obligated to detail any of the results of its evaluation.

SECTION E: APPLICABLE REQUIREMENTS

In the performance of the Project, Contractor shall comply with all applicable:

1. Ohio Governor Executive Orders;
2. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
 - a. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). (See Exhibit H for current Prevailing Wage Determination)
 - b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708),
 - c. the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3), and
 - d. Title VI of the Civil Rights Act of 1964.
3. Federal, state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.
4. Any and all terms and conditions of the Grant Agreement, and/or of the GLRI, the Ohio EPA, and/or the U.S. EPA.
 - a. notably Appendix II to 2 CFR Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (page 23 to 25 of Exhibit G: Grant Agreement)

RESTRICTED COMMUNICATIONS

In order to avoid situations where a potential or perceived conflict of interest could occur or where an unfair competitive advantage could be obtained or perceived, all inquiries or other communications regarding this RFP shall be exclusively directed to Melanie Coulter as directed in Section D above. Contractors are hereby expressly instructed not to otherwise communicate with the Conservancy or partners regarding this RFP. This prohibition is also applicable to Contractor’s affiliates, officers, employees, agents, subcontractors, consultants and proposing team members.

NONDISCRIMINATION

- a. Pursuant to RC. 125.111 and 4112.02, the Contractor, subcontractors, if any, and any person acting on behalf of the Conservancy or Contractor or subcontractors, shall not discriminate, by reason of race, color, religion, sex, military status, national origin, disability, age, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement.
- b. Contractor further agrees that Contractor, subcontractor, if any, and any person acting on behalf of Contractor or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, military status, national origin, disability, age, or ancestry.

SMALL AND MINORITY BUSINESS, AND WOMEN'S BUSINESS ENTERPRISES

- a. Contractor and subcontractors, if any, shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
 - v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - vi. Requiring that subcontractors, if any, take the affirmative steps listed in this Paragraph;
 - vii. Pursuant to Executive Order No. 2008-12S, Contractor and subcontractors, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement; and
 - viii. Pursuant to Executive Order No. 2008-13S, Contractor and subcontractors, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth and Equity ("EDGE") program vendors. EDGE program guidance may be viewed online at: <http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/UnderstandingEDGE.aspx>. The list of State-certified MBE businesses may be viewed online at: <http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>.
- b. Contractor and subcontractors, if any, shall comply with the requirements of 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs, for procurement activities.

SMOKE-FREE / DRUG-FREE WORKPLACE

Contractor shall comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make an ongoing good faith effort to ensure that none of its employees or subcontractors, if any, engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

CONFLICTS OF INTEREST AND ETHICS COMPLIANCE

In order to eliminate any conflicts of interest or perceived conflicts of interest, it is necessary for each Contractor to disclose names and information in accordance with the attached Conflict of Interests Disclosure form. This relates to people who work, directly or indirectly, to respond to this RFP, as well as people who will do the resultant work if the Contractor receives the contract. The information will be kept confidential and given out only on a "need to know" basis. The Contractor shall not voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

In the performance of this Agreement, Contractor shall at all relevant times comply with R.C. 102.04, and ensure that Subgrantee's employee(s), agent(s), representative(s), and/or subcontractors, if any, comply with said Statute.

In the performance of this Agreement, any of the persons enumerated in this Paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the Grant Coordinator in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

INDEPENDENT CONTRACTOR CAPACITY

The parties hereto agree that the Contractor, and any agents, employees, and/or subcontractors of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers, employees, or agents of the State of Ohio, the Conservancy, partners and/or funding agencies. Nothing in this Agreement or the Contract shall be construed so as to create a partnership, joint venture, or other form of business entity or relationship between the parties. Contractor acknowledges and agrees that any individual providing services under this Agreement is not a public employee for purposes of R. C. Chapter 145.

NON-COMPLIANCE

Contractor's non-compliance with the requirements set forth herein shall be a basis for not awarding the Project to the Contractor and/or for termination of the Contract.

TRANSFER OF RECORDS

Data shall be collected and formatted in a manner consistent with common good engineering practices. All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of the Conservancy and shall be turned over to the Conservancy upon completion or as directed.

CONTINGENCIES TO AWARD OF CONTRACT

The Conservancy shall not be required to award a contract to any of the entities that submit a proposal in response to this RFP. The Conservancy shall, at the Conservancy's sole and absolute discretion, determine which entity, if any, shall receive the award. Reasons for non-award of this contract may include, but are not limited to, the Conservancy's dissatisfaction of the submitted proposals, insufficient interest from contractors, withdrawal of one or more of the grants described above that are being used to fund the Project, and/or inability to procure one or more permits necessary to complete the Project. The final award of the Project is conditional on Contractor executing a written Contract acceptable to the Conservancy, in its sole and absolute discretion, and approved by Ohio EPA. A draft Contract is attached to this RFP as Exhibit K. If the Contractor proposes changes to that form of Contract, such proposed changes should be submitted as part of its Proposal. The Conservancy reserves the right, in its sole and absolute discretion, to reject any and all changes proposed by any Contractor submitting a Proposal.

SIZE OF PROPOSAL

The total size of the proposal submitted to the Conservancy under this RFP should be no more than 50 pages, double sided, in length. The proposal should be in Times New Roman 12 point font on 8.5" x 11" paper. If concept plans are provided in conjunction with the proposal, such concept plans can be sized for 11"x17" paper and will count for only 1 page, but cannot be double-sided.

LIST OF EXHIBITS

- Exhibit A – Maps of Project Site and Restoration Area
- Exhibit B – Carter Historic Farm Wetland Restoration Project Construction Plans
- Exhibit C – Final Design Plan Report for the Carter Historic Farm Wetland Restoration
- Exhibit D – Surface Water Delineation Report
- Exhibit E – USFWS RTE Species Report
- Exhibit F – ODNR Environmental Review Report
- Exhibit G – Grant Agreement between Black Swamp Conservancy and Ohio EPA
- Exhibit H – Prevailing Wage Determination
- Exhibit I - Conflict of Interest Disclosure Form
- Exhibit J – Non-Collusion Affidavit
- Exhibit K – Draft Contract