



Weisgerber-Pohlmann Nature Preserve Restoration

Design-Build Project

(Defiance & Williams County, Ohio)

Request for Proposals

April 28, 2021

Proposals must be received by 4:00pm Eastern on May 21, 2021

STATEMENT OF PURPOSE

The Black Swamp Conservancy (“Conservancy”) is an accredited land trust that protects more than 19,500 acres of natural and working lands in northwest Ohio for the benefit of future generations. The Conservancy’s Strategic Conservation Plan focuses on riparian corridors as key areas to protect and restore to provide the greatest benefits for water quality and wildlife habitat.

The Conservancy is soliciting proposals for a Contractor to manage and implement all aspects (including, without limitation, design, engineering, permits, construction, and planting) of a design-build wetland and riparian woods restoration with enhanced floodplain connectivity (the “Project”) on the 75-acre Weisgerber-Pohlmann Nature Preserve (the “Site”) on the border between Defiance and Williams Counties, Ohio. The Site is mostly natural habitat, including mature riparian woods, successional habitat, forested wetlands and emergent wetlands. The portion of the Site to be restored for this Project is about 18 acres that are currently in agricultural production (the “Project Area”). The Project Area has 14 acres of semi-hydric soils and 5 acres that are subject to seasonal flooding from the Tiffin River. Maps showing the general location of the Site, and the specific Project Area within it, are attached to this RFP as Exhibit A.

This 18-acre Project Area will be restored to native habitats as part of this Project. The restoration will include: 1) removal of drainage tile on the site to restore hydrology; 2) creation of 5 to 10 acres of emergent and shrub-scrub wetland in the semi-hydric soils; 3) restoration of 8 to 13 acres of riparian woods; 4) enhance the Site’s floodplain connectivity to the Tiffin River.

A preliminary restoration concept for this project is included as Exhibit B. Contractors are encouraged to submit proposals that modify and build upon the preliminary restoration concept to result in the best nutrient reduction and habitat outcomes while still incorporating the minimum Project deliverables and staying within the budget. Photos of the Site are attached as Exhibit C.

SECTION A: GENERAL ADMINISTRATIVE PROVISIONS

THE CONSERVANCY’S 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.

VENDOR’S OBLIGATIONS

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 the design, engineering, construction and planting of the Weisgerber-Pohlmann Nature Preserve Restoration Project. 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.

If a particular entity is chosen as an award winner and any additional costs are presented at the time of entering into a final agreement or Project implementation, the Conservancy reserves the right to reject that entity as the Contract winner and/or terminate any Project Contract with that entity, in the Conservancy's sole and absolute discretion.

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 E below. 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.

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.

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 Interest 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.

The Contractor represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43 and Executive Order No. 2007-01S ("Executive Order"). The Contractor further represents, warrants, and certifies that neither Contractor nor any of its employees will take any action inconsistent with such laws and/or the Executive Order. The Contractor understands that failure

to comply with Ohio's ethics and conflict of interest laws is, in itself, ground for termination of the Contract.

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 sixty (60) days.
4. The Contractor shall also meet any further insurance requirements set forth in the Contract and/or the Grant Agreement.

BONDING REQUIREMENTS

Upon signing the Contract, the selected Contractor shall furnish and deliver to the Conservancy a performance bond and a payment bond issued by a surety authorized to do business in the State of Ohio, covering the faithful performance and completion of the Project, and covering the payment of all obligations arising hereunder. Each such bond shall be issued in an amount equal to the Contract price. The Contractor shall also meet any further bonding requirements set forth in the Contract and/or the Grant Agreement.

APPLICABLE STATE AND FEDERAL REQUIREMENTS

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

1. All applicable Ohio Governor Executive Orders; Federal, state and local laws, regulations (rules), assurances, and orders, whether or not specifically referenced herein.
2. Any and all terms and conditions of the Grant Agreement, attached as Exhibit D.

DRUG FREE WORKPLACE

The Contractor agrees to comply with all applicable federal, state and local laws and/or requirements of the Grant Agreements regarding smoke-free and drug-free work places and shall ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

NONDISCRIMINATION

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.

The Contractor agrees that the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices, and said Contractor shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance. All proposals and the Contract shall contain necessary requirements to implement these provisions.

OHIO ELECTIONS AND CAMPAIGN CONTRIBUTIONS LAW

In its Proposal, the Contractor shall certify that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

NON-COMPLIANCE

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

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.

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 of the Conservancy to get 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. A draft Contract is attached to this RFP as Exhibit E. 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.

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.

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

The contractor or team of contractors (collectively "Contractor") shall furnish all necessary drawings, plans, permits (local, state and federal), labor, facilities, materials, equipment, and construction oversight services to complete the Project scope of services as defined herein and in the Design-Build Contract entered into between the Conservancy and the Contractor (the "Contract").

The Contractor must be able to demonstrate the successful completion of at least 4 stream and/or wetland restoration projects, each greater than \$250,000 in contract amount, preferably but not mandatorily within the Western Lake Erie Basin, to be eligible to submit proposals.

The total maximum cost for the Project is \$400,000. The maximum amount of \$400,000 shall not be exceeded under any circumstances. *If a particular entity is chosen as an award winner and any additional costs are presented at the time of entering into a final agreement or Project implementation, the Conservancy reserves the right to reject that entity as the Contract winner and/or terminate any Project Contract with that entity, in the Conservancy's sole and absolute discretion.*

A map of the Project Area is attached as Exhibit A to this Request for Proposals ("RFP"). A Preliminary Restoration Concept for the Project is attached as Exhibit B. Photos depicting the condition of the Site are attached as Exhibit C. The Conservancy does not have topographical, hydrological or other technical surveys of the Project Area. If desired, any such surveys shall be the Contractor's responsibility and should be included within the Contractor's pricing structure.

Contractors may submit their proposal based on the attached Preliminary Restoration Concept, but contractors are encouraged to submit proposals with suggested modifications or an alternative conceptual design and related justification and pricing for the Conservancy's consideration. Any alternative or modified conceptual design must incorporate the minimum Project requirements, as discussed in Section C: Project Description and Specifications and Section D: Contractor Scope of Services.

SECTION C: PROJECT DESCRIPTION AND SPECIFICATIONS

BACKGROUND

This Project was made possible through a grant from the State of Ohio, Department of Natural Resources (the "ODNR"), acting by and through its Director, pursuant to Section 1501.01 of the Ohio Revised Code and Amended Substitute House Bill No. 166, passed by the 133rd General Assembly of the State of Ohio and signed by the Governor of Ohio on 18 July, 2019, with the following funds: H2Ohio Fund (Fund 6H20 725681). A copy of the "Grant Agreement" between the Conservancy and ODNR is attached as Exhibit D. *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.*

The Site is a 75 acre nature preserve owned by the Conservancy and located along County Road 22-A and Defiance Williams County Line Road, in Tiffin Township, near the northwest edge of the unincorporated community of Evansport, Ohio. *See Exhibit A.*

About three quarters of the Site contains natural habitat including mature riparian woods, successional habitat, and, according to the National Wetland Inventory, 5 acres of freshwater forested/shrub wetland and almost 4 acres of freshwater emergent wetland. The Project Area is about 18 acres of agricultural field to be restored, 5 acres of which lie in the floodplain of the Tiffin River. *See Exhibit A.*

PROJECT DESCRIPTION

The Weisgerber-Pohlmann Nature Preserve lies on the boundary between Defiance and Williams Counties, at the northwest corner of the unincorporated community of Evansport, Ohio. The Project Area is completely within the Williams County portion of the nature preserve, and is located at 41°25'42.7"N, 84°24'02.4"W. The Project Area is accessed from Defiance Williams County Line Road, which runs along the southern boundary of the nature preserve and its agricultural field which makes up the Project Area. Temporary road-side parking may be accessible as pull-outs on Defiance Williams County Line Road, and a farm equipment entrance provides access at the southwest corner of the field.

The Tiffin River forms the Site's northern and eastern boundaries. To the west and south are private properties consisting of woodland and agricultural fields. The unincorporated community of Evansport sits adjacent to the Site, to the southeast. *See Exhibit A.*

Available information indicates that the Site has been similar to current conditions since at least 1907. The southwestern portion of the site has been undeveloped wooded land, the central portion of the site (the Project Area) has been agricultural land, and the northeastern portion of the site was agricultural land that appears to have ceased operations in the 1990s, and has slowly turned into overgrown wooded land and successional habitat.

The 18-acre agricultural field that makes up the Project Area will not be farmed in 2021. The Conservancy will seed the Project Area with a cover crop and native seed mix in Spring 2021, prior to contracting for this restoration Project. It is expected that the restoration will require earthwork that will disturb the newly seeded plant mix, so additional seeding will be expected on all disturbed soils. The existing seeding may be sufficient for planting riparian woods into.

The objective of this Project is to design, engineer, permit, construct and plant a restoration project that will restore wetlands, floodplain, and forest on the 18-acre Project Area and reduce nutrient and sediment runoff from the Site. The minimum Project requirements are to increase nutrient uptake, reduce sedimentation and erosion, increase wetland habitat, and improve riparian habitat. To meet the funding requirements contained in the Grant, the Project must develop new wetlands, reduce phosphorus runoff and prevent pollutants from entering the Tiffin River. The end result must provide nutrient reduction and fish and wildlife habitat.

To achieve these goals, the Project will include:

- 1) Remove, crush or decommission drainage tile in the Project Area to restore more natural hydrology. Since the site lies along the Tiffin River, it is assumed that tiles on the site drain adjacent properties and carry their waters to the river. All hydrology changes, including tile decommission, must maintain existing drainage of neighboring properties and roads.
- 2) Create 5 to 10 acres of emergent and/or shrub-scrub wetland in the hydric soils of the Project Area and along the edge of the existing emergent wetland on the Site.
- 3) Plant 8 to 13 acres of riparian woods, in the parts of the Project Area not suitable for wetland restoration.
- 4) Enhance floodplain connectivity to the Tiffin River, possibly by grading down about 300 linear feet of high berms along the Tiffin River, in locations that will allow exchange between the river and the wetland restoration areas. The contractor will assess the feasibility of this approach and determine if there are other means to create more natural connectivity between the river and its floodplain in the Project Area and, possibly, elsewhere on the Site.

A Preliminary Restoration Concept for the Project is attached as Exhibit B. Contractors may submit their proposal based upon the attached Preliminary Restoration Concept or may submit an alternative conceptual design and related justification and pricing for the Conservancy's consideration. The Preliminary Restoration Concept and suggested project elements are to help guide the Contractor in the design and engineering of this project. However, upon completing site analyses and surveys, the selected Contractor may devise additional or alternative design concepts and elements that are more appropriate for the site conditions and desired outcomes. Any alternative or modified designs must

incorporate the minimum Project requirements, as discussed in Section C: Project Description and Section D: Contractor Scope of Services and Schedule.

The following chart identifies project deliverables noted in the Scope of Work that are either: 1) required for contractors to include in their design, 2) flexible to be changed to create the best nutrient reduction and habitat outcomes, or 3) optional to include depending on budget and suitable site conditions.

Deliverables	Amount in Scope of Work	Optional/Required
Total Acres Restored	18 acres	18 acres in Project Area is required. Additional restoration in other areas of the Site is optional
Emergent and/or Scrub-Shrub Wetland Restored	5 acres	Required minimum
Riparian Woods	8 acres	Required minimum
Floodplain Reconnection	300 linear feet of bank recontouring	Method of floodplain reconnection is flexible, as is quantity of bank work if that is the method chosen. Showing some kind of improved connection between the river's floodwaters and the Project Area is required.
Post-Restoration Invasive Plant Treatments	2 years	Required

SECTION D: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

CONTRACTOR SCOPE OF SERVICES

The selected Contractor will be required to complete the following tasks:

- 1) Site Assessment to identify and characterize existing conditions in the Project Area to support the development of restoration design plans. Conditions to be assessed include, but are not limited to, topography, soil, and hydrology.
- 2) Provide plans for wetland, floodplain, and riparian restoration and re-vegetation. If the proposed design creates a need for any specialized engineering or geotechnical services (i.e. berms impounding water should be supported with corresponding hydraulic and routing studies), the Contractor's proposal should address each service.
 - a. Design documents shall include a minimum of 18 total acres of restored habitat, including at least 5 acres of wetland and 8 acres of riparian woods. The goals of the wetland restoration are ORAM scores in the middle to high Category 2 range.

- b. Documents should clearly indicate the proposed restoration approach or combination of approaches to meet the stated goals.
- 3) Procure all regulatory permits necessary to initiate and complete the Project. It is the Contractor's responsibility to determine all necessary permitting requirements, prepare all permit related applications, reports, etc, and procure all necessary permits before construction begins. The Contractor should anticipate and budget for 5 years of post-construction monitoring in conjunction with a Nationwide 27 Permit, and completing a SWPPP for the proposed design in accordance with an Ohio EPA construction general permit. Additional permits and regulatory communications are anticipated and should be considered in Contractor's budget.
- 4) Complete three design reviews with the Conservancy at the following stages of completion: Conceptual, Preliminary and Final Engineered Designs.
- 5) Project Construction: The selected Contractor shall perform construction of this Project per the Final Design as approved by the Conservancy and per the terms and conditions of the Contract.
- 6) The Contractor shall be responsible for minimizing disturbance to the site, existing natural areas and nearby waterways during project implementation.
 - a. The Contractor shall prevent erosion and transport of materials into the Tiffin River and its tributaries.
 - b. The Contractor shall give particular attention to avoiding soil compaction through best management practices, and remediating compaction where it is unavoidable.
 - c. 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.
 - d. 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.
 - e. Sanitation of equipment before entering and leaving the project site, particularly to reduce transport of invasive species.
 - f. 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.
 - g. The Contractor shall be responsible for ensuring that hydrology of the project as designed will not impact existing infrastructure including houses, roads, utilities and drainage of neighboring properties. The design shall ensure and detail stable and appropriate tie-ins with all drainages in the Project Area.

- 7) Meetings with the Conservancy shall be conducted on the Site at pre-construction, at 50% completion, and at 100% completion before equipment is removed 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.
- 8) The Contractor shall perform re-vegetation of the Project Area per the design as approved by the Conservancy and per the terms of the Contract and permits.
 - a. Vegetative survival must attain 80 percent over a two-year period after completion of construction.
- 9) Any data resulting in a formal report such as a wetland delineation, endangered species survey etc. shall be given to the Conservancy at Project completion. All survey data collected during the Project shall be delivered in raw data form with coordinate information, survey codes, benchmark control and/or other GPS data. Design plans shall be delivered in both hardcopy and electronic version (pdf and GIS files).
- 10) 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.
- 11) An as-built survey should be prepared of the completed construction Project, including a red-line mark-up version compared to the design plan.
- 12) Perform invasive species control for 2 years after Project completion.

DELIVERABLES

Deliver the following to the Conservancy:

- Digital copies of all data, plans and regulatory permits gathered and generated in a format acceptable to the Conservancy.
- Conceptual Design Plan
- Preliminary Design Plan
- Final Engineered Plan, signed and endorsed by a professional engineer
- Construction photographs: The Contractor shall furnish a series of digital construction photos to show the progress of work. Photos must be provided in digital format.
- As-Built drawings: 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.

SCHEDULE

All Project activities must be completed no later than November 30, 2022. The Contractor should provide a schedule of its planned activities for completing all tasks. Contractor should assume a commencement date of June 2021. Include within the schedule a proposed payment schedule.

SECTION E: INSTRUCTION FOR OFFERERS

In responding to this request, please include the following items:

1. Statement of Qualification including the following:
 - a. Vendor Questionnaire (Exhibit H)
 - b. List and description of 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.
 - c. A summary of at least four 4 wetland or riparian restoration projects, preferably performed within the Western Lake Erie Basin.
 - d. Identification of 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.
2. 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.
3. A Project narrative comprised of the following sections and referencing the Project Specifications and 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. Description of the restoration approach. How the approach will meet and/or exceed the minimum Project and grant requirements.

- d. Discussion of any additional observations, concept design alterations, cost-saving strategies, etc.
 - e. A table should be provided that clearly defines the quantity of proposed restoration features (i.e. length of stream, acres of wetland etc.). The approach should also detail the amount of disturbance in terms of acres and/or volume of earth disturbance.
 - f. A description of water diversion and water quality protection methods to be utilized during construction, as necessary.
4. A detailed budget that relates to quantity of work to be completed (i.e. make clear how many acres will be planted or how many feet of channel will be restored for the specified costs). The budget should include categories for engineering and design, permitting, construction and site preparation, planting, post-restoration invasive treatments and monitoring, and contingencies. The Contractor may also include a budget narrative (no more than one page) in order to better support the budget.
 5. A proposed Project schedule with completion of all Project activities no later than November 30, 2022. The Project schedule should include key milestones, deliverables, coordination meetings, and a proposed payment schedule.
 6. A completed Project Deliverables Worksheet, a blank copy of which is attached as Exhibit I.
 7. Three (3) References, including contact information and brief Project descriptions. At least two of the references must be from among the four wetland or riparian restoration projects provided in Section 1(c) above.
 8. Completed Conflict of Interest Disclosure Form(s), a blank copy of which is attached as Exhibit F. Each entity, including proposed subcontractors, that are a part of the Contractor's Project team must fill out a COI Disclosure Form. Additionally, any individual who works for any of the entities and can answer Yes to any of the questions, must fill out an individual COI Disclosure Form.
 9. A completed Non-Collusion Affidavit, a blank copy of which is attached as Exhibit G.

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.

Any contract awarded under this invitation will be financed solely through the H2Ohio funds described in Exhibit D 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.*

VISITING THE SITE

To allow interested Contractors to assess the conditions of the site to inform their responses to this RFP, the Conservancy will provide site access, upon request, to all firms interested in submitting a proposal. Please notify the Conservancy before visiting the site. Email your access request to mcoulter@blackswamp.org.

SIZE OF PROPOSAL

The total size of the proposal submitted to the Conservancy under this RFP should be no more than 100 pages in pdf format, or 50 pages, double sided, if in printed format. The proposal should be in Times New Roman 12 point font on 8.5" x 11" page size. If concept plans are provided in conjunction with the proposal, such concept plans can be sized for 11" x 17" pages. The required Conflict of Interest Forms and Non-Collusion Affidavits will not be included in the page count limit.

If the Contractor's proposal is larger than 10 MB in size it may not be received by the Conservancy's email system. Proposals larger than 10 MB in size may be submitted via the Contractor's own large file transfer service or they may be mailed in hard copy or CD-ROM format to the Conservancy at P.O. Box 332, Perrysburg, OH 43552-0332.

QUESTIONS AND RESPONSE TO THIS RFP MUST BE EMAILED TO:

Melanie Coulter mcoulter@blackswamp.org No phone calls please.

All questions about this RFP must be emailed to Melanie Coulter by May 7, 2021. Not later than May 11, 2021, 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 being included on the question and response distribution list should notify Melanie Coulter by email at mcoulter@blackswamp.org.

All Proposal Submissions in response to this RFP, including submissions that are mailed or shipped to the above P.O. Box, must be received no later than 4:00 pm on May 21, 2021. Proposals received after this date will not be accepted. The Conservancy expects to award the contract by June 4, 2021. Work will commence after successful execution of a contract for services between the Contractor and the Conservancy.

EXHIBITS

- Exhibit A – Maps of the Site and Project Area
- Exhibit B – Preliminary Restoration Concept for Project
- Exhibit C – Current Site Condition Photos
- Exhibit D – Grant Agreement between Black Swamp Conservancy and Ohio DNR
- Exhibit E – Draft Contract
- Exhibit F – Conflict of Interest Disclosure Form
- Exhibit G – Non-Collusion Affidavit
- Exhibit H – Vendor Questionnaire
- Exhibit I – Project Deliverables Worksheet