



## **Quinstock Woods Nature Preserve Habitat Enhancement**

**Ottawa County, Ohio**

**Request for Quotations**

**Dec 11, 2024**

Proposals must be received by 4:00pm Eastern on January 16, 2025

The Request for Quotations (RFQ) seeks experienced ecological restoration contractors for habitat maintenance and enhancement on up to 19.6 acres of relatively mature woodland at Quinstock Woods Nature Preserve. The Contractor or team of contractors shall furnish all necessary labor, facilities, equipment, and incidentals to complete the Scope of Services Requested.

### **Background**

The 19.6-acre Project Area is located in the Township of Catawba Island, Ottawa County, Ohio. Quinstock Woods Nature Preserve is a mature, forested parcel featuring a diverse array of native hardwood species such as American basswood, black walnut, chestnut oak, and sugar maple. Although the forest is primarily intact, there are open areas where invasive species, such as Amur honeysuckle and autumn olive, have become established. Nearly 30% of the understory is dominated by these invasive shrubs. These species require active management to preserve and enhance the overall health and integrity of the native forest habitat. This RFQ seeks contractors capable of managing dense infestations of these invasive species throughout the Project Area, while ensuring the preservation of the forest's ecological value.

Preference will be given to contractors based within a 2-hour drive of the site to enable frequent site visits and rapid response to changing conditions.

## Scope of Services Requested

### Task 1: Control Invasive Plant Populations

1. Implement an integrated pest management (IPM) approach combining chemical and mechanical control methods, to manage invasive plant species throughout the site. The target species include:
  - Amur honeysuckle (*Lonicera maackii*)
  - Autumn olive (*Elaeagnus umbellata*)
  - Japanese knotweed (*Fallopia japonica*)
2. Utilize both mechanical and manual methods to remove invasive shrubs, including cutting, uprooting, and stump treatment to prevent regrowth.
3. Apply appropriate herbicide to invasive species. Both non-selective and selective herbicides may be used, depending on the species and location.
4. Chemical treatments should be applied using backpack sprayers or targeted application methods that minimize impact to non-target species and the environment.
5. Implement follow-up treatments as necessary throughout the growing season to maintain control over invasive populations.

### Task 2: Removal of Shrub Debris

1. A maximum of 50% of shrub debris can be left in place. The quote must include the removal of a least 50% of shrub debris. Given the dense population of these shrubs, the removal of their debris is necessary to support the regeneration of native plants and improve overall forest health.

## Expected Timing

Initial treatments should be completed by **June 15<sup>th</sup>, 2025**, with two follow-up treatments required. All treatments, including follow-ups, must be concluded by **June 15<sup>th</sup>, 2026**.

## Prices/Costs

The total maximum cost for the Project is \$73,150. The Conservancy's goal for the Project is a robust plan to achieve habitat improvement through multiple rounds of chemical and mechanical treatment. We do not want unnecessary treatments applied just to use funds. If 90% invasive control can be accomplished for less than the maximum cost, the Conservancy can use remaining funds for additional work.

## RFQ Instructions

**Questions on RFQ:** Must be sent by email to Scarlet Rice [steward@blackswamp.org](mailto:steward@blackswamp.org). No phone calls please. The Conservancy will distribute all questions received and its responses to those questions to all firms that have expressed an interest in submitting a quotation. There will be one scheduled question and answer period. All question received via email will be answered on January 6 and all questions received after that deadline will not be answered.

All firms interested in submitting a quotation and being included on the question and response distribution list should notify Scarlet Rice by email at [steward@blackswamp.org](mailto:steward@blackswamp.org).

If firms want to visit the site while formulating a response to this RFQ, email Scarlet to request a visitor permit and parking instructions. There will be no on-site meeting with the Conservancy.

**Submitting responses to this RFQ:** Submit written responses to this RFQ to Scarlet Rice, Land Steward, via email ([steward@blackswamp.org](mailto:steward@blackswamp.org)) no later than January 16th, 2025, at 4pm Eastern.

## **Submittal Contents**

Please respond with a brief quote (2-4 pages) that includes:

1. A detailed plan for managing the invasive species targets within the Project Area, including specific strategies and methods you will use to ensure effective control.
2. A detailed project schedule, including frequency and time for each type of treatment.
3. A plan for the removal of invasive shrub debris from the site.
4. A simple table/bid sheet quote for delivery of the scope of services (e.g., staff time, materials), broken down by task and cost per treatment.
5. Completed Conflict of Interest (COI) Disclosure Form(s), a blank copy of which is attached as Exhibit C. Each entity that is a part of the Contract's Project team, including proposed subcontractors, 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 on the COI Form, must fill out an individual COI Disclosure Form.

## **Selection Process**

The selection process will involve screening of submitted quotes and possible interviews. The Conservancy will select its top candidate on the basis of 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.

## **Exhibits**

- Exhibit A – Map of Project Site
- Exhibit B – General Administrative Provisions
- Exhibit C – COI Form

# Map of Property

Quinstock Woods

October 24, 2024



## **Exhibit B: GENERAL ADMINISTRATIVE PROVISIONS**

### ***THE CONSERVANCY'S PROCUREMENT PROCESS***

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

### ***VENDOR'S OBLIGATIONS***

Contractor, by submitting its Quotation, agrees that any costs incurred by the Contractor in responding to this RFQ are to be borne by the Contractor and may not be billed to the Conservancy.

Through this RFQ, one Contractor will be selected to implement Habitat Maintenance and Enhancement at Quinstock Woods Nature Preserve. The Conservancy shall select a Contractor in the Conservancy's sole discretion. The Conservancy reserves the right to reject any and all quotations for any reason and to pursue purchasing in a manner that is in the best interest of the organization and that complies with the grant requirements 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.*

### ***DISPOSITION OF QUOTATIONS***

All material submitted in response to this RFQ 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 the Contractor to disclose names and information in accordance with the Conservancy's Conflict of Interests Disclosure form. This relates to people who work, directly or indirectly, to respond to this RFQ, 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, grounds for termination of the Contract.

### ***INSURANCE REQUIREMENTS***

1. Upon signing the Contract, 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 all applicable Ohio Governor Executive Orders; Federal, state and local laws, regulations (rules), assurances, and orders, whether or not specifically referenced herein.

### ***DRUG FREE WORKPLACE***

The Contractor agrees to comply with all applicable federal, state and local laws and/or requirements of the Grant Agreement 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. The Contract shall contain necessary requirements to implement these provisions.

#### ***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 quotation in response to this RFQ. 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 quotations, insufficient interest from contractors, withdrawal of one or more of the grants 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.



# Exhibit C

## Black Swamp Conservancy

### CONFLICT OF INTEREST DISCLOSURE FORM

It is the policy of Black Swamp Conservancy (the Conservancy) to identify actual, potential, or perceived conflicts of interest in any situation in which the Conservancy has a significant business interest. To assist the Conservancy in complying with this policy, we request that all individuals and/or organizations that will be involved in a proposed transaction with the Conservancy complete this form.

#### TRANSACTION

Describe the type of agreement (e.g., service contract, grant, etc.).

Restoration Contract

**Total dollar value of transaction:** \$ \_\_\_\_\_

#### PARTIES

Copies of this form should be completed for each company submitting a proposal AND for each company included in a proposal team. Additional forms should be submitted for any individual within the company that meets these two criteria: (1) would be working directly on this project and/or are a partner or principle or owner of the company, and (2) whose answer to any question on this form is “Yes.”

Please check the box to indicate the type of party for which this form is being completed, list all individuals and/or organizations that will be involved in this transaction, then complete the applicable section that follows. An “organization” includes a for profit corporation, partnership, trust, estate, joint venture, limited liability corporation, professional corporation or unincorporated entity of any kind, a foundation, public board, commission, and a 501(c) (3) or other charitable organization.

- Individuals (list all, then have each complete Section 1):** \_\_\_\_\_
- For Profit Organizations (list all, then complete Section 2):** \_\_\_\_\_
- Not for Profit Organizations (list all, then complete Section 3):** \_\_\_\_\_

Note: Please refer to the attached list of the Conservancy’s key employees and current and prior members of the Conservancy’s Board of Directors when completing the rest of this form.

#### 1. INDIVIDUALS:

**Please check all that apply and attach an explanation for any “Yes” answers.**

	Yes	No
a. Are you now, or have you been at any time in the past 5 years, a <b>Conservancy “key employee”</b> or a <b>member of the Conservancy’s Board of Directors</b> as identified on the attached list?		
b. Are you now or have you been in the past 12 months a <b>Conservancy employee</b> (other than a key employee) or member of an <b>Advisory Council</b> ?		

c. Have you <b>contributed to the Conservancy</b> U.S. \$500 or more during the current year, or U.S. \$2,500 or more, cumulatively, in this year and the prior five (5) years?		
d. To your knowledge, are you a <b>Family Member</b> of any individual identified in paragraph a, b, or c above? (For those purposes, the term “Family Member” includes the individual’s spouse, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses of brothers, sisters, children, grandchildren, and great-grandchildren; and any person with whom the covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.)		

## 2. FOR PROFIT ORGANIZATIONS

Please check all that apply and attach an explanation for any “Yes” answers.

	Yes	No
a. Has the organization made total aggregate contributions to the Conservancy (i) during the current year of U.S. \$500 or more, or (ii) during the current and last five (5) years of U.S. \$2,500 or more?		
b. Now or at the time of the proposed transaction, does or will any <b>Conservancy employee (includes former Conservancy employee who left within last year); member of the Conservancy’s Board of Directors; or Conservancy Chapter Trustee or Advisory Council Member (includes former ones who served within the last year)</b> , individually or collectively with other such persons (including <b>Family Members</b> of such persons; see Section 1 (d) above for definition of Family Members), <b>own more than 35% of the stock or value of the organization</b> (directly or indirectly), or have the legal or <i>de facto</i> <b>power to exercise a controlling influence over the organization’s management or policies</b> , e.g., as an officer, key management employee, board member, or partner?		
c. Now, or at the time of the proposed transaction, have or will any members of <b>the Conservancy’s current Executive Team or Board of Directors</b> (see attached list) serve as: <ul style="list-style-type: none"> <li>• An officer, director, trustee, key employee, or partner; or</li> <li>• If the entity is a limited liability corporation, a members; or</li> <li>• If the entity is a professional corporation, a shareholder?</li> </ul>		

## 3. NON PROFIT ORGANIZATIONS

Please check all that apply and attach an explanation for any “Yes” answers.

	Yes	No
a. Now or at the time of the proposed transaction, have or will any <b>Conservancy employee (includes former Conservancy employee who left within last year); member of the Conservancy’s Board of Directors; Chapter Trustees, Council Advisors (includes former ones who served within the last year)</b> , or <b>Family Members</b> of any of these, individually or collectively, <b>have the ability to control management of the entity?</b> See Section 1(d) above for definition of Family Members.		

**Individuals who in the current fiscal year (FY24-25) are or during the preceding five fiscal years have been a Conservancy “key employee” or a member of the Board of Directors:**

**Key Employees**

**Current Team**

Melanie Coulter    Renee Scaletta  
Rob Krain            Ellie Schiappa  
Scarlet Rice        Linda Wegman  
Laura Rodriguez

**Other/Former Key Employees**

Elisabeth Anderson  
Freya Berntson  
Tim Dow  
Polly Peterson  
Kyle Van Dyne

**Current Board of Directors (FY '24-25)**

Steve Bowe  
Eric Britton  
Mary Fedderke  
Brian Kennedy  
John Kusnier  
Will Lewis  
Tim Minning  
Rachael Niemer  
David Nunn  
Karen Ranney-Wolkins  
Dana Reising  
Logan Schickler  
Josh Unice

**Prior Board Members (FYs '20-'24)**

Virginia Keller  
Mary Krueger  
Dani Kusner  
Tim Schetter  
Anne Yager

**SIGNATURES**

The undersigned certifies that the information in the disclosure form is true and correct to the best of his/her knowledge

**Signatures for Organizations:**

Name of Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name of person: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Signatures for Individuals:**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_