



RFP

Nutrient Management Plan Grant

PROJECT TITLE

**Richland Soil & Water Conservation District
COUNTY AGENCY**

**RFP 22-01
PROPOSAL NUMBER**

FROM

FOR

**Richland Soil & Water Conservation District
1495 W. Longview Suite 205B
Mansfield, OH 44906**

LEGAL NOTICE

Notice to Offerors

AD DATE

8/4/22

The Richland Soil and Water Conservation District (RSWCD) will receive proposals at their office, 1495 W. Longview Suite 205B, Mansfield, Ohio 44906, beginning Thursday August 18, 2022.

The purposes of these proposals shall be to furnish Nutrient Management Plans in accordance with specifications, which will be available in the office of RSWCD, 1495 W. Longview Suite 205B, Mansfield, Ohio 44906 or log on to www.richlandswcd.net. The proposal shall be on vendor's letterhead or on bid forms furnished with the RFP. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Nutrient Management Plans.

A contract will be awarded on the basis of ORC Section 307.862 Competitive sealed proposals procedure.

By order of the RSWCD Director, Erica Thomas.

Second Notice: 8/4/22 online at www.richlandswcd.net.

INSTRUCTIONS TO OFFEROR

1. Receipt of Proposal/Proposal Opening

All offerors shall submit a complete, sealed proposal following the procedure outlined in this Request for Proposal starting Thursday August 18, 2022 to the office of RSWCD, 1495 W. Longview Suite 205B, Mansfield, Ohio 44906.

2. Legal Framework

This Request for Proposal (RFP) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All proposals submitted in response to this RFP shall comply with Ohio law. The laws of the State of Ohio will govern any disputes arising under this RFP and subsequent contract.

3. Preparation and Submission of Proposal

By submitting a RFP, the offeror shall be held accountable to know all terms, conditions and specifications under which this RFP will be performed. This includes, but is not limited to, the contents of all RFP documents, applicable laws and regulations, and the characteristics of any work sites or inside/outside delivery sites.

Each RFP shall be submitted in a clearly marked sealed container or envelope showing the company name, company address, RFP Proposal Number, Project Title, the date and time of the RFP opening. All RFPs must be delivered to:

Richland Soil & Water Conservation District
1495 W. Longview Suite 205B
Mansfield, Ohio 44906

The offeror shall submit the RFP on the prescribed forms. All blanks spaces for proposal process shall be filled in, in ink or typewritten.

Each proposal shall contain the following RFP documents signed by the legally authorized company representative:

- a. Proposal Form
- b. Vendor Acceptance

The offeror shall submit any other documents or materials required in the proposal instructions with the proposal.

Oral, telegraphic or faxed proposals are unacceptable.

Late proposals - Sealed proposals received after the specified date and time will be considered late and will not be opened.

Materials - All materials in the RFP will become the property of the Owner may be returned only at the Owner's discretion. Pursuant to Ohio Revised Code Section 307.862 (C), in order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

Signature of Offerors - The firm, corporate, or individual name of the offeror must be signed in ink in the blank spaces provided for signatures on the RFP documents. In the case of a corporation, the title of the officer signing must be stated and such officer must be thereunto duly authorized and the seal of

said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm". In the case of an individual, use the terms "doing business as" or "sole owner". When the offeror is a firm, the representative signing the firm's name shall also state the names of the individuals composing the firm. If the offeror is a corporation, the representative signing for the corporation shall state under the laws of which State the corporation is chartered.

Notice of Award- Each proposal shall contain the address to which notice of the award of the contract may be mailed or delivered by the Owner.

5. Proposal Alterations/ Addenda Prior to Proposal Opening

- a. No alterations or exceptions to the specifications contained herein are permitted by the contractor unless an addendum is issued by RSWCD to all offerors that have received an RFP.
- b. During the proposal process, the Owner may furnish to offerors addenda covering changes, additions or deletions to the RFP documents. Addenda shall become part of the contract documents. The Owner reserves the right to postpone the proposal opening to issue addenda.
- c. Any prospective offeror shall request an explanation, interpretation or answer regarding the RFP process, or specifications in writing by:
 - (1) Regular mail or personal delivery to RSWCD:
ATTN: Erica Thomas
1495 W. Longview Suite 205B
Mansfield, OH 44906
Telephone: (419) 747-8686
 - (2) Email: Director@richlandswcd.net

The offeror shall submit said written request no later than ten (10) days prior to the proposal opening date and time. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective offeror concerning the RFP prior to proposal opening shall be furnished promptly to all other prospective offerors as an addendum if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other prospective offerors.

6. Brand Names/Substitutions

- a. The contract documents may identify items that are proprietary products or has referenced a particular trade name, manufacturer's catalog or model number. This reference shall be interpreted as establishing a standard of quality only. This reference should not be construed as excluding proposals on other equal types of materials, equipment or supplies.
- b. During the RFP period, an offeror may submit a written request that any item not specifically identified in the RFP documents be considered as an equal substitution to that specified item, provided such submittal is made in a sufficient time for issuance of an addendum to the RFP documents. The offeror shall submit said request for substitution to RSWCD no later than ten (10) days prior to the proposal opening date. The request for substitution, shall include, but is not limited to, pertinent product literature and/or samples of materials as required by RSWCD. If the Owner accepts the offeror's request for substitution, RSWCD shall issue an addendum giving notice of the acceptance of said substitution to all offerors in accordance with the provisions of Section (5) RFP Alterations and Addenda.
- c. RSWCD reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

7. Procedure for Ranking of Proposals/Award of Contract

- a. Prior to opening of proposals, RSWCD shall enter executive session pursuant to Ohio Revised Code 121.22. After entering executive session, RSWCD will open proposals that it receives in a manner that prevents the disclosure of contents of competing offers to competing offerors;
- b. The following factors and criteria will be used to evaluate each timely submitted proposal. The factors and criteria are listed in order of relative importance with the first listed factor as being the most important:
 - 1.) responsiveness to all material proposal specifications,
 - 2.) experience & knowledge base of offeror,
 - 3.) price,
 - 4.) ability to execute the contract properly,
 - 5.) TSP credentials,
 - 6.) facilities,
 - 7.) management skills,
 - 8.) financial condition.
- c. RSWCD shall rank each proposal using the above referenced factors and criteria.
- d. RSWCD, if necessary, may conduct discussions with offerors for the purpose of ensuring full understanding of, and responsiveness to, the requirements specified in the request for proposals, and accord fair and equal treatment with respect to any opportunity for discussion with offerors to provide any clarification, correction, or revision of proposals;
- e. If RSWCD determine that discussions as described above are necessary, RSWCD shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. RSWCD may negotiate with the offeror who submits the proposal that RSWCD determine is the most advantageous to the county based on the rankings performed by RSWCD and including any adjustment to those rankings based on above described discussions;
- g. RSWCD shall conduct negotiations with only one offeror at a time;
- h. Except as provided below in these Instructions to Offerors, RSWCD shall award a contract as provided herein.

8. Contractor's Qualifications

- a. The Owner may make such investigations as the Owner deems necessary to determine the ability of the offeror to perform the contract, and the offeror shall furnish to the Owner all such information and data for this purpose as the Owner may request.
- b. The offeror shall submit a completed Experience Record with the proposal. The references shall include the following information: Company Name, Company Address, Contact Name and Phone Number.

9. Withdrawal of Proposal

Offerors may withdraw their proposals at any time prior to the award of the contract.

10. Award of Contract

The Owner may award a contract to the offeror whose proposal is determined to be the most advantageous to the county, taking into consideration the evaluation factors and criteria developed by the Owner, and set forth in the request for proposals. The Owner may award a contract in whole or in part to one or more offerors. The Owner shall include a written statement in the contract file stating the basis on which the award is made. The Owner shall send a written notice to the offeror to whom it wishes to award the contract and shall make that notice available to the public. Within a reasonable time period after the award is made, the Owner shall notify all other offerors that the contract has been awarded to another offeror.

11. Waiver of Technical Deviations

The Owner may waive any minor infractions of the instruction to offerors, immaterial deviations from the RFP, or any technical deviations from the RFP that do not effect proposal amount or give an offeror an unfair competitive advantage.

12. Rejection of Proposals

- a. The Owner reserves the right to reject any proposal in which the offeror takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Owner considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Owner.
- b. The Owner reserves the right to reject, in whole or in part, any proposal that the Owner has determined, using the factors and criteria the Owner develops pursuant to ORC 307.862(A)(1) and would not be in the best interest of the county.
- c. The Owner may conduct discussions with offerors 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 RFP.

13. The following RFP documents shall be signed by the legally authorized representative, if applicable, and submitted prior to the execution of the agreement:

- a. Affirmative Action Certification
- b. Non-Discrimination and Equal Employment Opportunity Affidavit
- c. Non-collusion Affidavit
- d. Personal Property Tax Affidavit
- e. Copy of Certificate of Insurance: Proof of Coverage
- f. Copy of the Bureau of Workers' Compensation Certificate

14. Vendor Acceptance

The Offeror shall submit a signed Vendor Acceptance form and submit with your proposal. The Vendor Acceptance form must be signed by a legally authorized representative.

15. Termination of Negotiation

The Owner may terminate negotiations with an offeror at any time during the negotiation process if the offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith. If the Owner terminates negotiations with an offeror, the Owner shall negotiate with the offeror whose proposal is ranked the next most advantageous to the county, according to the factors and criteria developed by the Owner.

16. Public Records

In order to ensure fair and impartial evaluation, proposals and any documents or other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection

and copying under section 149.43 of the Revised Code shall not be available until after the award of the contract.

17. Cancel or Reissue of Request for Proposal

The Owner may cancel or reissue a RFP if any of the following apply:

- a. The supplies or services offered through all of the proposals submitted to the Owner are not in compliance with the requirements, specifications, and terms and conditions set forth in the RFP.
- b. The prices submitted by the offerors are excessive compared to existing market conditions or exceed the available funds of the Owner.
- c. The Owner determines that award of a contract would not be in the best interest of the county.

SUPPLEMENTAL INSTRUCTIONS

1. **Response Form**

The proposal response form must be submitted with the proposal. It must be submitted on the proposal form supplied or on company letterhead.

2. **Pricing**

RSWCD, through a grant provided by the Richland County Foundation, agrees to reimburse Owner at a rate of \$10 per acre for any nutrient management plan completed for an eligible Richland County producer. An electronic copy of each nutrient management plan shall be given to RSWCD, that will enable RSWCD to generate reimbursement, and upon RSWCD approval, RSWCD will provide the plan to the producer. RSWCD will be responsible for all reporting back to the Richland Foundation for use of the grant funds. Owner must agree to the rate of \$10/acre to develop Nutrient Management Plans under this program. Producer will be responsible for any additional costs of the plan such as soil tests. RSWCD will advertise the program and spread word of it through social media and ask partner agencies and organizations to help disseminate information about the program. Owner may do additional advertising as desired, at own expense.

Owner will provide a service for development of nutrient management plans for eligible producers for the period of this agreement. Eligible producers are those landowners who own farmland in Richland County and do not currently have a nutrient management plan through USDA (ie EQIP, CRP, etc.) or through H2Ohio. If a producer has livestock, the nutrient management plan must be a comprehensive nutrient management plan (CNMP). Owner must be qualified as a TSP (Technical Service Provider) certification through USDA prior to writing any CNMP plans. Owner will abide by all USDA guidelines for NRCS "104" nutrient management plan development. Owner will follow all Tri State and 590 Standards as required by USDA, as well as NRCS "102" CNMP requirements for any farm with livestock. If a farm falls in the Western Lake Erie basin, additional SB 1 and SB 150 standards must be followed as well. If any client wants Owner to produce an abbreviated nutrient management plan that won't be used to access any USDA or RSWCD programs, Owner must require the client to sign a Disclosure form that acknowledges the plan will not meet the requirements of a plan needed to participate in government programs.

Client's personal information must be kept confidential and shall not be shared outside of USDA, RSWCD or the client. Owner will utilize approved software such as the Perdue Management Planner software (MyFarm) to write nutrient management plans, and any other software required by USDA, and ArcGIS too.

3. **Payment**

Billing: Farmers obtaining the plan will be responsible for \$5/acre for the nutrient management plan payable to RSWCD before receiving a copy of the Nutrient Management Plan. RSWCD pays Owner \$10.00 per acre upon receipt of each completed nutrient management plan and an invoice. For the Basic Services set forth herein, RSWCD shall pay to Owner a total of \$10.00 ("Base Amount") per acre monthly for the duration of this (12) month agreement, or until grant funds run out.

4. **Literature**

A description must be given of the accounting and cost control system proposed for use by the Offeror under the terms and conditions of a contract with owner, including the system of controlling delivery. Offerors may attach descriptive literature on business letterhead of their system or use attachment provided.

5. **Taxes**

RSWCD is a tax-exempt political subdivision.

PROPOSAL FORM
SERVICE PLAN

This form must be completed and submitted with your proposal on company letterhead, or on form provided.

1. Describe your plan for servicing the various Richland County Farmers to write Nutrient Management Plans and how RSWCD will benefit by establishing a contract with your company.

2. Describe your billing procedure.

3. Discuss your capability to provide monthly reports plus any other reports requested to RSWCD. What software will you use for nutrient management plan writing, and how will copies of the plan be submitted to RSWCD for reimbursement?

4. Describe your plan and capability to meet NRCS standards, 590 Standards, and Tri-State Standards for a nutrient management plan and comprehensive nutrient management plan.

6. Describe your process for writing nutrient management plans. Include your location.

Offeror: _____

Address: _____

Authorized
Signature: _____

Title: _____

PROPOSAL FORM
REFERENCES

This form must be completed and submitted with your bid on company letterhead, or on form provided.

1. Give three (3) references from prior or current owners.

Offeror: _____

Address: _____

Authorized
Signature: _____

Title: _____

PROPOSAL FORM
EDUCATION & EXPERIENCE RECORD

The offeror is required to state, in detail, in the space provided below, what work of a character similar to that included in the proposed contract he has done, to give references and such other detailed information as will enable the Owner to judge overall knowledge, credentials, experience, skill and financial standing.

Offeror: _____

Address: _____

Authorized
Signature: _____

Title: _____

PROPOSAL FORM
OFFERORS CHECKLIST

_____ Proposal Form *

_____ Experience Record

_____ Vendor Acceptance *

_____ All items must be submitted in a sealed envelope showing the company name, Proposal Number RFP 22-05, marked Richland Nutrient Management Plans Proposal, and the date and time of the proposal opening

* Must be submitted with a signature by a responsible officer of the company

VENDOR ACCEPTANCE

(Must return with proposal)

The vendor is asked to indicate acceptance by having a representative of the company sign and date this page and include this page with the proposal.

Name of Authorizing Officer: _____

Title: _____

Name of Firm: _____

Address: _____

City, State, and ZIP Code: _____

Telephone Number: _____

I, _____, (print or type name)

accept the format and technical specifications as outlined in this proposal for NUTRIENT MANAGEMENT PLANS for RICHLAND SOIL AND WATER CONSERVATION DISTRICT and am proposing an appropriate proposal which will meet its mandatory requirements. I am agreeing to a rate of \$10/acre to develop Nutrient Management Plans under this program. It is my understanding that my proposal, if accepted, will become part of the contract.

Vendor Authorized Signature

Date

Witness Signature

Date

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

My Commission expires _____

Recorded in _____ County

STANDARD FORM OF AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AGREEMENT:

Made as of the _____ day of _____ in the year of Two-thousand and twenty two (2022).

BETWEEN THE OWNER: The Owner is composed of the following Contracting Authorities:

**Richland Soil and Water Conservation District
1495 W. Longview Suite 205B
Mansfield, OH 44906**

And the CONTRACTOR:

TYPE OF SERVICE: Provision of NUTRIENT MANAGEMENT PLANS

The **OWNER** and the **CONTRACTOR** agree as set forth below:

Article 1 Contract Documents

The contract documents, which comprise the entire agreement between OWNER and the CONTRACTOR, consists of the following:

- 1.1 This agreement;
- 1.2 General Conditions
- 1.3 Supplemental Conditions
- 1.4 Specifications
- 1.5 Addenda
- 1.6 Proposal Form
- 1.7 Experience Record
- 1.8 Instructions to Offeror
- 1.9 Supplemental Instructions to Offeror
- 1.10 Auditor's Certification
- 1.11 Unresolved Debt Affidavit
- 1.12 Vendor Acceptance
- 1.13 Affirmative Action Certification
- 1.14 Delinquent Personal Property Tax Affidavit
- 1.15 Non-Collusion Affidavit
- 1.16 Non-Discrimination and Equal Employment Opportunity Affidavit
- 1.17 Direct Billing Departments/Billed to Central Services Departments
- 1.18 Certificate of Insurance
- 1.19 Bureau of Workers Compensation Certificate

Article 2 Contracting Authorities

A "Contracting Authority" means:

- a. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the county or any agency, department, authority, commission, office, or board thereof.
- b. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the township or any agency, department, authority, commission, office, or board thereof.
- c. any board, department, commission, authority, trustee, official, administrator, agent, or individual which has authority to contract for or on behalf of the municipal corporation or any agency, department, authority, commission, office, or board thereof.

Article 3 Payment by Contracting Authorities

Each Contracting Authority shall pay the Contractor in accordance with the Contract Documents. Each Contracting Authority shall be liable to pay for only its own purchases. A Contracting Authority shall not be liable to pay for purchases made by another Contracting Authority. In the event a Contracting Authority fails to pay the Contractor in accordance with the Contract Documents, all other Contracting Authorities shall not be liable for said nonpayment.

Article 4 Performance by Contractor

The Contractor shall provide all goods, equipment, materials, supplies, and products and shall perform all services in accordance with the contract documents.

Article 5 Warranties and Representations

In addition to any warranties, provided by law, the Contractor represents and warrants that the goods, equipment, materials, supplies, products and/or service, shall meet all conditions, requirements and specifications as provided for in the contract documents.

Article 6 Termination for Convenience

Because the Owner is comprised of multiple Contracting Authorities each having statutory contracting authority, each Contracting Authority may terminate without cause this Agreement by written notice of cancellation mailed to the Contractor at its business address at least thirty (30) days prior to the effective date of cancellation. The Contractor may terminate this Agreement without cause by written notice of cancellation mailed to the applicable Contracting Authority at their business addresses at least ninety (90) days prior to the effective date of cancellation.

Article 7 Termination for Cause

- a. In the event of default by the Contractor, the Contracting Authority may terminate this contract without any further liability to the Contractor. Said termination shall be effective immediately upon delivery of written notice to the last known address of Contractor.
- b. The following events shall constitute default by the Contractor:
 - (1) the provision of defective goods, equipment, materials, supplies or products,
 - (2) failure to furnish goods, equipment, materials, supplies or products in accordance with the standards required by the contract documents,
 - (3) the quality of goods, equipment, materials, supplies or products fails to meet acceptable commercial standards,
 - (4) failure to keep adequate inventory,
 - (5) failure to deliver goods, equipment, materials, supplies or products in accordance with the contract documents,
 - (6) failure to perform services in accordance with the contract documents,
 - (7) failure by the key representative to perform his/her duties in accordance with the Contract documents,

- (8) nonperformance by contractor of any terms, conditions or provisions of this contract,
 - (9) any affirmative act of insolvency by Contractor or the filing by Contractor of any petition under any bankruptcy, reorganization, insolvency or moratorium law, or any law for the relief of, or relating to, debtors,
 - (10) the filing of any involuntary petition under any bankruptcy statute against Contractor or the appointment of any receiver or trustee to take possession of the Contractor's property.
- c. In the event a Contracting Authority consents to or waives the breach of any provision or covenant of this Agreement, such waiver shall not constitute a waiver of such provision or covenant in the future. The Contracting Authority shall not be prevented from later enforcing any provision or covenant it may have previously waived or elected not to enforce, nor shall such waiver have any effect on the enforcement of any other provision.
- d. The Contractor shall pay the Contracting Authority all costs and expenses, including (but not limited to) attorney's fees, incurred by the Contracting Authority in exercising any of its rights or remedies hereunder of the terms, conditions or provisions hereof.

This Agreement is entered into as of the day and year first written above.

Richland Soil and Water Conservation District

By: Erica Thomas, Director (date)

By: Brian Alt, Chair (date)

CONTRACTOR FOR: NUTRIENT MANAGEMENT PLANS

By: Representative for (date)

AFFIRMATIVE ACTION CERTIFICATION
FOR
EQUAL EMPLOYMENT OPPORTUNITY

This is to certify that _____
(Name of Contractor)

has executed a written Equal Employment Opportunity Affirmative Action program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Richland Soil and Water Conservation District.

If _____ is found to have
(Name of Contractor)

the lowest responsive and responsible offeror, we understand that under the provisions of the resultant contract that we are obliged to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex, or national origin.

_____ an authorized
(Name and Title)

official of _____ is
(Name of Contractor)

responsible for the implementation of this contractual obligation.

Official's Signature

Date

This certification becomes part of the resultant contract.

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

This sworn affidavit should be properly completed by the authorized representative of your firm and will be incorporated as a portion of the bids and resulting contract for the following:

Subject: NUTRIENT MANAGEMENT PLANS

Department: COUNTYWIDE TERM CONTRACT

RFP No. RFP 22-05

State of _____ County of _____, ss:

_____ being first duly sworn, deposes and says that he/she is the
(Name)

_____ of _____
(Title)

with offices located at _____,
(Address of Vendor)

and as its duly authorized representative states that effective this day of _____,

- () is not charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.
- () is charged with delinquent personal property taxes on the general list of personal property in Richland County, Ohio, or any other counties containing property in the taxing districts under the jurisdiction of the Auditor of Richland County, Ohio.

County Amount _____ (Include total amount and any penalties and interest thereon)
Richland

_____	\$ _____
_____	\$ _____
_____	\$ _____

(Affiant)

Sworn to and subscribed this _____ day of _____, 20_____.

(Notary Public)

My Commission expires _____, 20_____ (Seal)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF _____, SS:

_____ being first duly SWORN, deposes and says that they are

the _____ or authorized representative of _____ the party making the forgoing proposal; that such proposal is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such proposal is genuine and not collusive or sham; that said offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that any one shall refrain from proposal; that said offeror has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the proposal price of said offeror or of any other offeror, or to fix any overhead, profit, or cost element of such proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all standards contained in such proposal are true; and further, that said offeror has not, directly or indirectly, submitted his proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any other individual except to such person or person as have a partnership or other financial interest with said offeror in his general business.

Affiant and Title

SWORN to before me and subscribed in my presence this

_____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____ (Seal)

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says

that they are _____
(President, Secretary, etc.)

of _____, the party who made the foregoing proposals; that such party as contractor does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. If awarded the proposals and contract under this proposals, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex, or national origin. If successful as the lowest and best offeror under the foregoing proposals, this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment, setting forth the provisions of this affidavit.

Signature

Affiant

Company/Corporation

Address

City/State/Zip Code

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission expires _____, 20_____. (Seal)

GENERAL CONDITIONS

1. Record Keeping Requirements

The contractor shall provide completed Nutrient Management Plans to RSWCD, along with a log of all meetings and time spent on working on the plan.

2. Billing Features

- a) The Contractor shall send a monthly invoice for each account by mail or e-mail. If the information is e-mailed, it must be in MS Excel or MS Word format.
- b) The monthly invoice shall identify the following:
 - (1) Invoice date
 - (2) Itemized description of charges
 - (3) Total billing charges
- c) **The Owner shall not pay late fees.**

3. Taxes

The Owner shall not pay local, state, or Federal taxes. If requested, the Contractor will be furnished with an exemption certificate.

4. Permits/Codes

The Contractor is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or offeror shall have obtained a legal waiver.

5.

- a. work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

17. Title VI of the Civil Rights Act

The Contractor agrees to comply with the provisions of Title VI of the Civil Rights Act, Section 504 of the Vocational Rehabilitation Act of 1978 and the Family Privacy Act, along with other applicable rules and regulations.

18. Affirmative Action Certification

The Contractor shall complete and provide to the Owner an Affirmative Action Certification. Providing said Certification does not relieve the Contractor from his obligation to fully familiarize himself with all germane affirmative action requirements.

20. Personal Property Tax Affidavit

The Contractor shall complete and provide to the Owner a Personal Property Tax Affidavit in compliance with ORC Section 5719.042. In the event, the Contractor has delinquent personal property taxes within Richland County, the Owner may not award a contract to the Contractor.

21. Insurance Requirements

Throughout the contract period, the Contractor shall maintain a comprehensive insurance program affording as a minimum the coverage specified below. The Contractor shall submit to the Owner prior to the execution of the contract a Certificate of Insurance that identifies the types and amounts of coverage, and names the Richland Soil & Water Conservation District as the certificate holder. If there is any change in the Contractor's insurance carrier or liability amounts, the Contractor shall supply the Owner with a new Certificate of Insurance.

Workers' Compensation Coverage: as required by law.

Comprehensive Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to or destruction caused by occurrence.

Automobile Liability – a minimum of \$1,000,000 single limit occurrence including:

Bodily Injury Liability: all sums which the company shall become legally obligated to pay as damages because of bodily injury, sickness or disease including death at any time resulting therefrom, sustained by any person other than its employees and caused occurrence, and rising out of ownership, maintenance or use of any automobile.

Property Damage Liability: all sums which the company shall become legally obligated to pay as damages because of injury to, or destruction of property caused by occurrence and rising out of ownership, maintenance or the use of any automobile.

22. Indemnification

The Contractor agrees to indemnify and hold harmless the Owner, its agents, employees or any other person against loss or expense including attorney's fees, by reason of any liability imposed by law upon the Owner, for damage because of bodily injury, including death, at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the Owner, its employees or agents or any other person. In order to give effect to the intention of the parties in forming this agreement and in order to facilitate all indemnification to the Owner, the Contractor expressly, intentionally and irrevocably waives any and all employer immunity provided in Section 35, Article II of the Ohio Constitution. It is further understood and agreed that the Contractor shall (at the Option of the Owner) defend the Owner with appropriate counsel and shall further bear all cost and expenses, including the expense of counsel, in the defense of any suit arising hereunder.

23. Federal, State and Local Laws

The Contractor shall comply with all applicable Federal, state, and local laws in the performance of the contract, including applicable state and Federal laws regarding drug-free work places. The

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Contractor shall accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security deductions, and any other taxes or payroll deductions required for all employees engaged by the contractor in the performance of the contract.

24. OSHA Compliance

- a. Any equipment or materials supplied under this contract must comply with all requirements and standards of the Occupational Safety and Health Act. All guards and protectors as well as appropriate markings will be in place before delivery. The Owner may reject any items not meeting OSHA specifications. At the convenience of the Owner, the Owner may require the Contractor to provide training at the Contractor's expense to county employees in the operation or maintenance of any item.
- b. Prior to delivery of any material that is caustic, corrosive, flammable or dangerous to handle, the contractor shall provide the appropriate facility with written directions as to methods of handling such products, as well as the antidote or neutralizing material required for its first aid.

- c. The Contractor shall post at each appropriate facility a Material Safety Data Sheet, containing a List of Hazardous Chemicals and Substances. Upon the delivery of any hazardous chemicals or substances, the contractor shall identify said hazardous chemicals and substances on said List of Hazardous Chemicals and Substances.

25. Assignment

No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor for any duty or responsibility under the contract documents.

26. Amendment

The Owner and the Contractor each reserves the right to make amendments to this contract provided that any such amendment is in accordance with law and the Owner and the Contractor each agrees to such amendment in writing.

27. Independent Contractor

The Contractor shall perform the services required by the contract as an independent contractor and not as an agent or employee of the Owner. All persons employed by the contractor to perform services hereunder shall be employees solely of the Contractor and shall not be agents or employees of the Owner.

28. Giving Notice

Whenever any provision of the contract documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified, postage prepaid, to the last business address known to the giver of the notice.

29. Cumulative Remedies

The duties and obligations imposed by these contract documents and the rights and remedies

available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the contract documents, and the provisions of this paragraph will be as effective as if repeated specially in the contract documents in connection with each particular duty, obligation, right, and remedy to which they apply.

30. Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the contract documents, as well as all continuing obligations indicated in the contract documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Agreement.

31. Controlling Law

This contract shall be governed by the law of the State of Ohio.

32. Records

The Contractor shall keep, maintain, make available for inspection and copying, and release any and all records generated in the performance of this agreement in accordance with state and federal law governing public records and the Owner's record retention schedules. The Contractor shall remove and destroy said records in accordance with state and federal law governing public records and the Owner's retention schedules.

33. Unresolved Debt Affidavit

The Contracting Authority shall complete an unresolved debt search in compliance with ORC Section 9.24.