

REQUEST FOR PROPOSAL

Removal of Specific Logjams East of State Route 13

PROJECT TITLE

Richland Soil & Water Conservation District

COUNTY AGENCY

RFP 23-01

PROPOSAL NUMBER

FROM

FOR

**Richland Soil & Water Conservation District
Board of Supervisors**

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LEGAL NOTICE
Notice to Offerors

AD DATE
02/01/2023

The Richland Soil & Water Conservation District Board of Supervisors:

Will receive proposals at the office of the Richland Soil & Water Conservation District Board of Supervisors, Longview Center, 1495 West Longview Avenue Suite 205 B, Mansfield, Ohio 44906, until 10:30 A.M., Ohio Standard Time, on Friday, February 15, 2023. Proposals received after that time will not be accepted.

The purposes of these proposals shall be to furnish Logjam and Debris Removal in accordance with specifications, which will be available in the office of the Richland Soil & Water Conservation District, 1495 West Longview Avenue Suite 205 B, Mansfield, Ohio 44906 or log on to www.richlandswcd.net. The proposal shall be on vendor's letterhead. Proposals must be signed by a responsible officer of the company and submitted in a sealed envelope marked Logjam and Debris Removal. Proposal as specified in the RFP. A proposal bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00), payable to Richland Soil & Water Conservation District Board of Supervisors, shall accompany each proposal as a guarantee that if a contract is awarded, a contract shall be entered into and its performance properly secured by the offeror.

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

By order of the Richland Soil & Water Conservation District Board of Supervisors. Erica Thomas, Director

Second Notice: 02/08/2023 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 no later than Friday February 15, 2023, at 10:30 a.m. to the Richland Soil & Water Conservation District 1495 West Longview Suite 205 B Mansfield, Ohio 44906. All sealed proposals received after this time and date, for any reason, will be rejected.

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. Proposal Security Requirement

A proposal bond or a certified check, cashier's check, or money order (no other kind of check is acceptable according to the Ohio Revised Code) on a solvent bank or savings and loan association in the amount of Five Hundred dollars (\$500.00) payable to Richland Soil & Water Conservation District Board of Supervisors shall accompany each proposal as a guarantee that, if a proposal is accepted, an RFP shall be entered into and its performance properly secured. Said proposal security must be included with each RFP or the RFP will be disqualified (ORC 307.88). Said RFP security will be returned to all successful and unsuccessful offerors within thirty (30) days of execution of a contract unless otherwise notified.

4. 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
Board of Supervisors
1495 West Longview Avenue Suite 205 B
Mansfield, Ohio 44906

The offeror shall submit the RFP on the prescribed forms. All blank 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 Security - The proposal security is mandatory. An offeror will be disqualified if the proposal security is not submitted.
- b. Proposal Form
- c. Vendor Acceptance

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

Oral, telegraphic or faxed or emailed 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 the Richland Soil & Water Conservation District Board of Supervisors 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 Richland Soil & Water Conservation District:
ATTN: Erica Thomas
1495 West Longview Avenue Suite 205 B
Mansfield, Ohio 44906
Telephone: (419) 747-8686
 - (2) Email: Thomas.Erica@RichlandSWCD.Net or 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 the Richland Soil & Water Conservation District 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 Richland Soil & Water Conservation District Board of Supervisors. If the Owner accepts the offeror's request for substitution, the Richland Soil & Water Conservation District Board of Supervisors 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. The Richland Soil & Water Conservation District Board of Supervisors 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, the Richland Soil & Water Conservation District Board of Supervisors shall enter executive session pursuant to Ohio Revised Code 121.22. After entering executive session, the Board of Supervisors 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: responsiveness to all material proposal specifications, price, experience of offeror, conduct and performance on previous contracts, availability of equipment for job, ability to execute the job on timeline provided by owner, the ability to execute the contract according to specifications, and contractor's financial condition.
- c. The Board of Supervisors shall rank each proposal using the above referenced factors and criteria.
- d. The Board of Supervisors, 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 the Board of Supervisors determine that discussions as described above are necessary, the Board of Supervisors shall avoid disclosing any information derived from proposals submitted by competing offerors during those discussions;
- f. The Board of Supervisors may negotiate with the offeror who submits the proposal that the Board of Supervisors determine is the most advantageous to the county based on the rankings performed by the Board of Supervisors and including any adjustment to those rankings based on above-described discussions;
- g. The Board of Supervisors shall conduct negotiations with only one offeror at a time;

- h. Except as provided below in these Instructions to Offerors, the Board of Supervisors 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 affect 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 an 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. **Proposal Forms**

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

2. **Pricing**

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

The pricing for this project shall not exceed the grant amount of \$99,000.00

PROPOSAL FORMS
OFFEROR'S CHECKLIST

- _____ Proposal Form—Pricing*
- _____ Proposal Form—References
- _____ Proposal Form—Experience Record
- _____ Proposal Form—Responses
- _____ Proposal Bond, Certified Check, Cashier's Check, or Money Order
- _____ Vendor Acceptance Form*
- _____ All items must be submitted in a sealed envelope showing the company name, Proposal Number RFP 23-01, marked Removal of Specific Logjams East of State Route 13, and the date and time of the proposal opening

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

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 of Logjam removal projects.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM
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 this responsibility experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work may not be considered.

Offeror: _____

Address: _____

Authorized Signature: _____

Title: _____

PROPOSAL FORM

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

Removal of Specific Logjams East of State Route 13 for Richland Soil & Water Conservation District Board of Supervisors, and am proposing an appropriate proposal which will meet its mandatory requirements. 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-three (2023).

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

Richland Soil & Water Conservation District
Board of Supervisors
1495 West Longview Avenue Suite 205 A
Mansfield, Ohio 44906

And the CONTRACTOR:

TYPE OF SERVICE: Provision of Removal of Specific Logjams East of State Route 13

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
- 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 & Water Conservation District Board of Supervisors

By: Brian Alt (date)

CONTRACTOR FOR:
Removal of Specific Logjams East of State Route 13

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 Board of Richland County Commissioners.

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: Removal of Specific Logjams East of State Route 13

Department: Richland Soil & Water Conservation District

RFP No. RFP 23-01

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 has 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 proposal and contract under this proposal, 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 individual logjam removal reports to Richland Soil & Water Conservation District with the following information:

- a. Logjam location
- b. Approximate size
- c. Disposal method
- d. Work Commencement and Completion Dates

2. Billing Features

a. The Contractor shall send a final invoice for the account by mail to Owner

b. The final invoice shall identify the following:

- Contractor's full name, address, telephone number, email address, and facsimile number (when applicable);
- Contractor's federal employer identification number and/or a completed federal W-9 form;
- The full name and address of the Owner;
- Invoice date
- Total cost of Services provided
- Billing periods February 15, 2023 - March 15, 2023 and October 1, 2023 - March 15, 2024
- Detail, including, but not limited to, description of Services provided, dates of when Services were rendered and completed, rates and quantities/hours spent providing the Services and,
- Any additional charges not listed above

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, licenses, and permissions required for performance of the work specified. Contractor will be required to secure written permission from landowner to enter property at designated access points on designated dates.

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. Delivery of Goods

The Owner shall not pay delivery fees. All bid prices shall include inside delivery costs. The Owner shall not pay any charges for inside delivery made directly to the destination. All shipments are to be made as requested directly to the department.

6. Non-Acceptance of Supplies

The Contractor shall correct any problem involving incorrect shipments, quality of supplies, or billing problems immediately upon request of the Owner. All returns will be the sole responsibility of the contractor. The Owner shall not permit return charges.

7. Substitution of Products

During the contract period, the Contractor shall have the option to substitute an equal item. The Contractor may submit a written request that an item not identified in the contract documents be considered as an equal substitution to an item identified in the contract documents. The Contractor shall submit said request for substitution to the Richland Soil & Water Conservation District Board of Supervisors no later than thirty (30) days prior to the effective date of the request for substitution. The request for substitution shall include, but is not limited to, pertinent product literature and/or samples of materials as required by Richland Soil & Water Conservation District Board of Supervisors. The request for substitution shall further include the proposed price, which shall be equal to or less than the contract price. If the Owner accepts the Contractor's request for substitution, the Richland Soil & Water Conservation District Board of Supervisors shall issue to the Contractor a written notification of the acceptance of said substitution.

The Richland Soil & Water Conservation District Board of Supervisors reserves the right to be the final authority on the acceptance or rejection of any proposed substitution.

8. Performance Requirements

The Owner may reject any supplies or equipment that fail to conform in all respects to the specifications. A representative or agent of the Owner shall contact the contractor by telephone within ten (10) days after delivery of the rejected supplies or equipment of the reason for rejection. If the contractor fails to make immediate replacement of rejected supplies or equipment, the Owner may procure in the open market supplies and equipment that meets the specifications. If the Contractor does not perform in accordance with the specifications of the contract, it shall be considered breach of contract for non-performance and may result in a claim against the Contractor for all costs and damages to procure like items in the open market.

9. Force Majeure Clause

Notwithstanding any other provision herein, each party's time of performance shall be extended to the extent reasonably necessary in the event that an act of nature, war, civil commotion, fire, explosion or other force majeure event occurs without the fault or negligence of the non-performing party and prevents timely performance under this agreement; provided, however, that such failure to perform or delay could not have been prevented through the use of reasonable precautions, and such delay or non-performance cannot be reasonably circumvented by the non-performing party through the use of alternate sources, work-around plans or other means. The affected party shall promptly notify the other party of the circumstances causing its delay or failure to perform and of its plans and efforts to implement a work-around solution.

10. Placement of Orders

A representative or agent of the Owner shall directly place orders with the Contractor.

11. Labeling of Shipments

The Contractor shall properly label all items and show all information necessary to deliver the items to the proper location. All shipments shall show the name of the entity placing the order and specific delivery location. All shipments must be accompanied by a packing slip showing the order number or invoice number.

12. Estimated Requirements

Actual future purchases under this contract may exceed or be less than the estimated requirements furnished by the Owner during the bidding process. The Owner does not obligate itself to purchase said estimated requirements. Said estimated requirements are stated to give potential bidders a range or approximation of what the Owners' annual purchases could possibly be during the upcoming years.

13. Order Entry/Internet

The ordering process must be simple and convenient. The contractor shall be able to accommodate order entry by telephone or fax Monday through Friday between the hours of 8:00 a.m. and 4:00 p.m., excluding County holidays.

The Contractor may have available internet ordering for the use of the Owner.

No substitutions are permitted unless authorized by the person placing the order.

14. Contractor Support

The Contractor shall at all times have a customer service representative available as a representative and liaison to work with the Richland Soil and Water Conservation District Board of Supervisors or their designee. The Contractor must be automated and provide computerized order entry, billing, and management reports capable of providing the report specified.

15. Contract Administration

The Richland Soil and Water Conservation District Board of Supervisors or their designee will administer the contract.

16. Equal Opportunity Provisions Required

The Contractor agrees to comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11377 and as supplemented in the Department of Labor Relations 41 EFR, Part 60. The Contractor agrees to both of the following:

- a. That in the hiring of employees for the performance of work under the contract or any subcontract no contractor, subcontractor, or any person acting on their behalf shall, by reasons of race, creed, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a labor or workers, who is qualified and available to perform the work to which the contract relates;
- b. That no contractor, subcontractor, or any person acting on their behalf, shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of 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.

19. Non-Collusion Affidavit

The Contractor shall complete and provide to the Owner an affidavit stating that neither he nor his agent, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation, any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit shall be on the form, attached hereto and delivered by the Contractor to Owner prior to execution of the contract.

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 County Board of Commissioners 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 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.

SUPPLEMENTARY CONDITIONS

1. Contract Scope

- a. Drainage maintenance activities including but not limited to excavation & land leveling, hauling, tree and brush removal, and general labor.
- b. All woody debris removed from the channel shall be removed from the Floodplain and or Flowage Easement area of the project.
- c. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
- d. Contractor shall abide by all applicable laws and regulations including local, state, and federal.
- e. Contractor shall at its own expense conduct proper notifications and obtain all permits and permissions from landowners necessary for the work to be performed.

2. Contract Term

This Contract shall be effective beginning on the date the last party affixes its signature to this Contract and continue until March 15, 2024. Services shall be completed to the Owner's full and complete satisfaction or the Contract is terminated as provided herein.

3. Contract Performance

The initial performance period will be in effect from February 15 through March 15 and the second performance period will be in effect October 1 through March 15, 2024.

A complete review shall be conducted by Owner of all aspects of Contractor's work performance in executing this Contract. The Owner, in its sole authority, shall set the parameters of the review conducted of Contractor's work performance, which may include the following: interviews, record reviews, site reviews, customer reviews, and anything else the Owner determines is necessary to complete the review of Contractor's work performance. The Contractor shall fully comply and provide any and all materials or records sought by the Owner in the Owner's undertaking of the review.

4. Contract Maximum

The Contractor agrees to accept as full payment for Services rendered to the Owner the maximum amount of \$99,000.00. It is expressly understood and agreed that in no event shall the total compensation to be paid exceed the maximum amount of \$99,000.00, without written modification of this Contract by both Parties.

4. Service Plan

Contractor must provide a service representative that is available during the County's working hours (8:00 a.m. to 4:00 p.m.). Upon request a representative must be available to provide customer service within four (4) business hours.

5. Billing Features

An invoice will be submitted upon completion of the logjam project for those services delivered prior to the date of invoice. Upon satisfactory completion of the project and mutual consent of both Parties, an invoice shall be presented to the Owner for review and approval. To receive such compensation, Contractor shall provide the Owner with a proper detailed invoice. A proper invoice shall be in a format as agreed to between the Contractor and the District. A proper invoice is defined as being free from defects, discrepancies, errors, and/or other improprieties

SPECIFICATIONS

All identified logjams on the map provided shall be removed from the Channel, Flowage Easement, and Floodplain by relocating them completely out of these areas or burning or chipping them onsite.

The time frames to complete this work are February 15th through March 15th of the current year and October 1st of the current year through December 31st of the current year. These timeframes are designed to mitigate any potential negative impacts to the habitats of Threatened and Endangered Species and Species of Concern.

Clearing and Snagging Requirements (USDA/NRCS 326-CPS-1 as amended):

DEFINITION

Removal of vegetation along the bank (clearing) and selective removal of snags, drifts, or other obstructions (snagging) from natural or improved channels and streams.

PURPOSE

- Reduce risks to agricultural resources or civil infrastructure by removing obstructions that hinder channel flow or sediment transport to—
- Restore flow capacity and direction
- Prevent excessive bank erosion by eddies or redirection of flow
- Reduce the undesirable formation of bars
- Minimize blockages by debris and ice

CONDITIONS WHERE PRACTICE APPLIES

Any natural or improved channel where the removal of vegetation, trees, brush, and other obstructions is needed to accomplish one or more of the listed purposes.

CRITERIA

General Criteria Applicable to All Purposes

Notify landowner and/or contractor of responsibility to locate all buried utilities in the project area, including drainage tile and other structural measures. The landowner is also required to obtain all necessary permits for project installation prior to construction.

The design must address all modified flow conditions caused by clearing and snagging.

Capacity

Determine the capacity of the channel, both before and after modification, using National Engineering Handbook (NEH) Part 654, Stream Restoration Design, Chapter 6, Stream Hydraulics. Select a value of Manning's "n" roughness coefficient to determine channel capacity after modification that reflects the degree of natural changes and maintenance expected to occur in future years.

Location

Include the perimeter and flow area of the channel in the area to be cleared and snagged. Trees on the bank that are leaning over or other objects that may fall into the channel may be included.

Clearing and snagging may also be used for other areas, such as temporary disposal areas or travel ways, required for implementation of this practice.

Stability

Clearing and snagging activities may affect channel stability. The effect on downstream and upstream reaches due to the removal of obstructions must be analyzed using appropriate stream and channel geomorphologic procedures. Avoid or mitigate activities that negatively affect stability.

Debris Disposal

Remove cleared and snagged material from within the floodplain and flowage easement areas or deposit in areas outside of the floodplain and flowage easement area where designated. The material can be burned, or chipped, or completely removed from the floodplain and flowage easement areas. Designate locations to dispose of any garbage encountered during clearing and snagging operations, such as construction materials, metal, rubber, glass, and plastic.

Vegetation

Restore all areas denuded and/or disturbed during clearing and snag removal by planting vegetation, unless the disturbance is minimal, and conditions are highly conducive for natural regeneration of vegetation. Use native vegetation where practical. Vegetation established as part of this practice should include ecologically suitable species obtained from local sources wherever practical. Minimize disturbance of wetlands, riparian areas, and fish and wildlife habitat sites and avoid disturbance where possible.

The establishment of vegetation on cleared and snagged areas will be in accordance with the criteria contained within Conservation Practice Standard (CPS) Critical Area Planting (Code 342).

CONSIDERATIONS

Debris in stream systems affects the physical characteristics of the stream as well as the diversity and abundance of its aquatic organisms. Fisheries and/or aquatic biologists can assist in evaluating and incorporating measures to improve aquatic and riparian-wetland habitat:

Incorporate enhancements for fish and wildlife values as needed and practical. Give special attention to landscape aesthetics and to protecting and maintaining key shade, food, and den trees. Use CPS Stream Habitat Improvement and Management (Code 395).

Retain or replace habitat-forming elements that provide cover, food, pools, and water turbulence, to the extent possible.

Securely anchored root balls of fallen trees that are in the channel or in naturally formed logjams may provide fish habitat and/or stability. The effects of these items must be included in the channel capacity hydraulic analysis. Existing root structure and stumps firmly within the soil should remain to help stabilize the soil and facilitate resprouting of woody vegetation.

Incorporate existing onsite woody debris into the design to help stabilize banks, modify channel flow, provide anchorage and food for invertebrates, and provide habitat and cover for fish. Securely fasten woody debris. Dislodged woody debris may be a risk to downstream structures such as bridges, dams, or other civil works. Use NEH Part 654, Stream Restoration Design Technical Supplement 14E, for determining the forces acting on woody debris, and the necessary anchoring.

Erosion rates decline as a percentage of vegetative roots in a streambank increases. Selection of appropriate riparian vegetation will increase the streambank's ability to resist future erosion.

Clearing and snagging activity may resuspend sediments in the flow. Consider treatments that promote beneficial sediment deposition and the filtering of sediment and dissolved substances.

During construction, woody materials may float downstream and cause additional snags and drifts. Incorporate measures and practices, as needed and practical to address this concern.

Schedule in-stream work to avoid environmentally sensitive periods such as spawning and migration to the fullest extent possible.

Incorporate measures and practices, as needed and practical, to address modified flow conditions such as—

- A lowered hydraulic gradient, which may drain adjacent flood plains more quickly.
- Decreased groundwater recharge in water-losing streams resulting from reduced residence time in the channel and adjacent floodplains.

Ground-disturbing activities associated with this practice may adversely affect protected plant species and may encourage the establishment of exotic and/or nonnative species. Quickly revegetating disturbed areas can minimize the introduction of nonnative species.

Consider using temporary erosion and sediment best management practices to minimize the delivery of fine sediment to adjacent and downstream reaches.

Incorporate construction methods that enhance fish and wildlife values as needed and practical to include—

- Use hand-operated equipment, water-based equipment, or small equipment to minimize soil, water, and other resource disturbances.
- Operate heavy machinery from atop adjacent streambanks to the fullest extent possible.
- After removing the material from streambank locations, limit machinery access to riparian areas to minimize damage to stream habitat.

PLANS AND SPECIFICATIONS

Prepare plans and specifications for clearing and snagging that describe the requirements for applying the practice to achieve its intended purpose(s).

As a minimum, include, as applicable, the following items in the plans and specifications:

- Map of overall area including limits of clearing and snagging required.
- Location of ingress and egress to the site.
- Description of works of improvement, extent of removal, and manner of disposal.
- Location of disposal areas or location of areas off limits for disposal of debris.
- Requirements for disposal area to address final dressing, stabilization, drainage, and vegetation.
- Location and description of trees or woody vegetation to remain undisturbed.
- Method of debris disposal.
- Manner and sequence of construction operations to minimize impacts on the environment
- Erosion control measures, as applicable.
- Vegetative requirements for areas denuded and disturbed, as applicable.

Carry out all operations in a safe and skillful manner. Observe all safety and health regulations and use appropriate safety measures.

OPERATION AND MAINTENANCE

Provide an operation and maintenance plan to the landowner/user to maintain channel capacity and vegetative cover. Items to include are—

- Assess the area after each major storm event for downed trees and debris accumulation. Remove or downed trees and debris accumulations that are causing bank erosion problems as soon as possible.
- Periodically inspect the area for signs of streambank undermining or instability. Remove any debris accumulations that may contribute to the instability and closely monitor the area.
- Clear any vegetation and/or debris that block side drainage structures and channels.

DESIGNATED ACCESS POINTS

Owner shall provide to Contractor the name and contact information for landowners with an access point for logjam removal. Owner shall provide specific and detailed instructions to Contractor for locating and using designated access points.

Contractor shall be responsible for getting written permission from landowners to access logjams at designated locations on designated days to provide contracted for services on behalf of Owner.