

BID SET

**Blackbrook Creek Stream
Restoration**

**Lake County Soil & Water
Conservation District**

June 27, 2025

**LAKE COUNTY SOIL AND WATER CONSERVATION DISTRICT
LEADERSHIP & PERSONNEL**

STAFF

Dan Donaldson, District Administrator

Chad Edgar, Resource Protection Specialist

Caitlin Stillisano, Watershed Coordinator

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BOARD OF SUPERVISORS

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David Pierce, Secretary

Jeff Hyrne, Fiscal Agent

LEGAL NOTICE

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the Lake County Soil and Water Conservation District, 105 Main St. Painesville, OH, 44077, on the 3rd floor of the Nolan Building (Building B), and will be opened and read at 12:00 P.M. on July 28, 2025 for the following Project:

BLACKBROOK CREEK STREAM RESTORATION

Mandatory Pre-Bid Meeting on July 15, 2025
RSVP to cstillisano@lakecountyohio.gov for
details

Bids must be in accordance with specifications advertised on the Lake SWCD websites: <https://www.lakecountyohio.gov/swcd/> and <https://lakeconservation.org/> or RFP's will be available for pick-up at the District Office. Bidders shall be responsible for checking Addenda and obtaining any from the website.

By order of:

Dan Donaldson, District Administrator

News-Herald:

June 27, 2025

July 7, 2025

July 14, 2025

THE LAKE COUNTY SOIL & WATER CONSERVATION
DISTRICT

Blackbrook Creek Stream Restoration

REQUEST FOR PROPOSALS
June 27, 2025



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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The Lake County Soil & Water Conservation District (Lake SWCD) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a stream restoration project along Blackbrook Creek within the City of Mentor (Project). This design-build project is funded under the Sustain Our Great Lakes (SOGL) grant program, administered by the National Fish and Wildlife Foundation (NFWF) . The contract will include assistance to Lake SWCD and coordination with its project partner, the Cleveland Museum of Natural History (CMNH).

The Contractor shall furnish all necessary drawings, plans, labor, equipment, and construction oversight services to complete the Project. The total maximum cost/price for performance under this contract is \$205,000. This maximum amount of \$205,000 shall not be exceeded under any circumstances unless written authorization is obtained from Lake SWCD. All proposals shall include the total amount necessary for completion of the Project. The proposal shall include an itemization of the cost of materials, labor, and any additional cost the Contractor deems necessary.

Lake SWCD will be responsible for securing all necessary local, state, and federal permits for the Project. This includes all required surveying and data collection to prepare and submit permit applications and payment of all required fees to obtain permit or agency authorizations to proceed. No work shall commence until all necessary permits are secured.

Candidates may provide discussion and comment on alternative approaches to achieve the restoration objectives identified for the site, and propose alternate and/or complimentary tasks to complete the project goals more economically. Please contact Chad Edgar, Resource Protection Specialist at cedgar@lakecountyohio.gov with questions.

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

Mentor Marsh, located in Mentor, Ohio, is Ohio's largest remaining undiked coastal wetland, encompassing 801 acres of diverse habitat and surrounded by 12 miles of mostly forested perimeter. It was designated a National Natural Landmark by the National Park Service in 1966 due to its rich biodiversity and later became Ohio's first State Nature Preserve in 1971. The Marsh is also recognized as an Important Birding Area by the National Audubon Society.

In the late 1960s, the ecological integrity of Mentor Marsh was severely compromised when salt-mine tailings were discharged into Blackbrook Creek, creating a "Salt Fill" that decimated vegetation and introduced high salinity. In response, the creek was diverted in the 1980s into a straight, excavated channel designed to prevent continued salt contamination. The existing channel dimensions measure roughly 9 feet wide by 4 feet deep and extend approximately 715 feet in length, with an extremely flat slope. The channel lacks any morphological features such as sinuosity, riffles, runs, or pools and currently has no connection to its floodplain which limits its ability to process sediment and nutrients before entering the Marsh.

II. Project Description

The Blackbrook Creek Stream Restoration Project will restore approximately 715 linear feet (0.14 miles)

of Blackbrook Creek to a natural stream configuration with floodplain connectivity and 2 acres of riparian and wetland habitat. The restoration site begins at the mouth of the Creek where it empties into Mentor Marsh and extends upstream to a culvert near the remediated Osborne Salt Fill.

Key components of the restoration include:

- **Channel Restoration:** The channel will be restored using the Self-Forming Channel design method. The length of the existing channel will be filled, creating a wide, flat floodplain. This will provide space for fluvial processes to develop bars, benches, and an inset channel that is stable and sustainable through natural erosional and depositional processes.
- **Floodplain and Wetland Creation:** Approximately 1.2 acres of floodplain and 0.8 acres of adjacent wetland will be reconnected and restored.
- **Sand-Seepage Berms:** A series of permeable berms will span the valley, forming pools for wetland habitat and temporarily storing floodwater. These berms will filter sediment, nutrients, and invasive species from runoff before it enters the Marsh.
- **Native Vegetation:** The floodplain and streambanks will be planted with native riparian and wetland species to improve wildlife habitat and stabilize soils.
- **Construction Materials:** Fill material will be sourced on-site by cutting back the western bank, eliminating the need for material import except for the berms, which could use beneficial use dredge material from a local facility.

The restoration will enhance habitat for native birds, fish, amphibians, and macroinvertebrates, and improve water quality by increasing the system's capacity to process sediment and nutrients. The restored stream and wetland system is estimated to prevent 508 lbs. of phosphorus, 2,580 lbs. of nitrogen, and 172,600 lbs. of sediment from entering the Mentor Marsh annually.

There are no existing utilities, roadways, or structures in the project area, minimizing the need for complex engineering. The area provides a unique opportunity to study and showcase the self-forming channel process as a model for future restoration projects.

PROJECT PARTNERS:

Lake County Soil & Water Conservation District is partnering with The Cleveland Museum of Natural History (Museum) to complete this project. The Museum and the District have cultivated a long-standing partnership with the goal of improving water quality and habitat within the Mentor Marsh and the Marsh Creek watershed. The District conducts weekly monitoring of water quality and flow characteristics in the Marsh and reports their findings regularly to the museum to influence ongoing restoration efforts.

PROJECT GOALS

- A. **Restore Natural Channel Morphology**
 - Replace an excavated, linear channel with a self-forming stream channel that develops natural features such as pools, riffles, and sinuosity through fluvial processes.

- B. Reconnect the Stream to its Floodplain
 - Establish floodplain hydrology across 2 acres to allow nutrient assimilation and sediment deposition during high-flow events.
- C. Improve Water Quality
 - Reduce nutrient and sediment loads to Mentor Marsh by leveraging natural processes and filtration through sand-seepage berms and native vegetation.
- D. Enhance Habitat for Native Species
 - Create habitat for birds, fish, amphibians, and macroinvertebrates through native vegetation and diverse wetland conditions.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

I. Overview

Through this Request for Proposals (RFP), Lake SWCD will select a Contractor to provide recommendations, designs and restoration specifications, and construction for the Project and provide As-Built plans after construction has completed (Work).

Lake SWCD will be responsible for preparing, filing, payment of all required fees for and obtaining all necessary local, state, and federal permits, certifications, and authorizations. Lake SWCD will be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal all reports required for compliance with federal, state, and local permit conditions, including U.S. Army Corps of Engineers permit post-Project monitoring if applicable. Notification of the project has been shared with Lake County's Floodplain Administrator, Ohio EPA, and the U.S. Army Corps of Engineers Stow Field Office. Lake SWCD will work closely with the selected contractor to complete all permitting and permit compliance objectives, including monitoring and reporting.

A summary of the Contractor scope of services and proposed schedule are as follows:

II. Contractor Scope of Services

- A. This Request for Proposals, the Contractor proposal, CMNH's Grant Agreement with NFWF (Exhibit D), and any other documents as required by Lake SWCD, shall be incorporated as part of Lake SWCD's contract with the Contractor.
- B. Provide detailed plans, restoration specifications, and complete construction of the Project. Plans should achieve the following:
 - i. At least 715 linear feet of stream restoration using the Self-Forming Channel design method
 - ii. Construction of a series of sand seepage berms within the project reach, exact number to be determined by contractor
 - iii. Reconnect 1.2 acres of floodplain to the stream channel
 - iv. Plant 1.2 acres of floodplain with native riparian vegetation
 - v. Plant an additional 0.8 acres of adjacent wetland with native wetland vegetation
 - vi. Treatment of invasive plant species in riparian areas adjacent to the project area
 - vii. Develop planting plan with lists of native plant species (ecoregion and state) to be utilized
 - 1. Trees, shrubs, and other woody plants must be installed in accordance with the practices outlined by the Approved American Nation Standard (ANSI)
- C. Contractor must lead and attend a Project kick-off meeting, **a minimum** of two in-person

or virtual plan review meetings, and weekly or bi-weekly on-site construction meetings. Revise plans based on comments from Lake SWCD, its partners, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.

- D. Provide calculations and quantities for soil excavation and removal associated with this Project if applicable.
- E. Any spoils generated as a result of this Project shall be removed from the site to a suitable location as determined by Lake SWCD. Spoils shall not be placed in wetlands, the stream, or Lake Erie.
- F. Bidders shall indicate whether they anticipate any wetland impacts in their proposal. If any wetlands are impacted as a result of this Project, mitigation will be completed on site and included as a part of this design/build Project.
- G. Disturbance to existing natural vegetation shall be minimized in accessing the site, restoring the stream and revegetating the riparian zone.
- H. Any areas disturbed to access the Project Site, including roadways/right of ways and private property must be restored to pre-project condition or better at the close of this Project at the Contractor's expense. Contractor must obtain photographs and video of the approach roads within Project limits and submit copies to Lake SWCD prior to the commencement of construction. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the Project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.
- I. Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- J. The selected Contractor and any additional contractors, including subcontractors, performing work in The City of Mentor for which permits are required must be registered with the City, as necessary.
- K. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.
- L. The Contractor shall make no use of the Project Site other than between the hours of 7:00 AM and 7:00 PM, Cleveland, Ohio time, Monday through Saturday (national holidays excluded); provided, however, the Contractor shall be permitted to leave stored equipment and materials within the agreed upon areas at the project site at other times. Nothing in this section shall be construed to exempt Contractor or the Project from local requirements related to noise or other nuisances.
- M. Contractor shall, at its sole cost and expense, install a temporary construction fence and signage surrounding the Project Site, and maintain such fence in good and sightly condition during construction.
- N. The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the Project; said bond shall be that of an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety listed on the most current Department of Treasury Circular 570 Surety Companies Acceptable on Federal Bonds. Bonding requirements are detailed in 40 CFR 30.48 (<https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf>). A labor and material bond shall also be required.
- O. In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of

twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by Lake SWCD, the Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at its own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, Lake SWCD reserves the right to make such corrections at the expense of the Contractor or bonding company.

- P. Contractor must provide a two-year warranty on plant materials installed through this Project, ensuring 75% survival of all live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.
1. Warranty Period means a period of two (2) years from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the Contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which Lake SWCD deems to be defective in material or workmanship or not in conformance with the Contract Documents.
 2. Contractor warrants to Lake SWCD that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which Lake SWCD deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. Lake SWCD shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to Lake SWCD. Upon request by Lake SWCD, the contractor and Lake SWCD shall jointly inspect the Work during the twelfth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor's warranty excludes remedy for normal wear and tear and normal usage.
 3. If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by Lake SWCD to Contractor then, in addition to, and not in lieu of any other right or remedy

available to Lake SWCD under the Construction Agreement or at law, Lake SWCD may perform or cause such obligations to be performed at the sole cost and expense of Contractor.

4. Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which Contractor might have under the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of Contractor to correct the Work following Final Completion of the Project.
- Q. All materials, reports, surveys, delineations, plans, etc. will be available to Lake SWCD, and CMNH to use for educational materials, signage, grant documentation and reporting, and permitting.
 - R. Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
 - S. Each part or detail of work shall be subject to inspection by Lake SWCD or its assigns and its partners.
 - T. As-built construction plans shall be provided to Lake SWCD upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
 - U. Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
 - W. Planting is encouraged in Spring or Fall to promote plant survival. Summer planting should be avoided to ensure plant survival.

III. Schedule

June 27, 2025:	First bid advertisement
July 7, 2025:	Second bid advertisement
July 14, 2025:	Third bid advertisement
July 15, 2025:	Mandatory pre-proposal meeting at project site at 10:00 AM. Inclement weather backup date will be July 17, 2025 at 10:00 AM.
July 18, 2025:	Questions pertaining to this Request for Proposals must be submitted by 4:00 PM and directed to Chad Edgar (cedgar@lakecountyohio.gov) via email only.
July 21, 2025:	A Question and Response document will be shared with all recipients of the Request for Proposals.
July 28, 2025:	Proposals must be received by Lake SWCD by 12:00 PM (local time).

Lake SWCD may also conduct team interviews at its discretion. These interviews may be conducted virtually.

All anticipated timeframes below are subject to change:

July '25:	Anticipated date for Lake SWCD to award contract. (Date TBD)
Aug '25 – Feb '26:	Project design and permitting
March '26 – Aug '26:	Construction and planting
Sept '26 – Dec '26:	Any additional planting/seeding to be completed. All work under this contract, including invoices, must be completed and delivered to Lake SWCD.

Section D: Applicable State and Federal Requirements

I. Overview

For the purpose of Section D, the selected contractor shall be referred to as Subgrantee.

In the performance of the duties and obligations under the Sustain Our Great Lakes Grant Agreement, Subgrantee shall comply with all applicable:

1. Ohio Governor Executive Orders;
2. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
3. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

II. Bonding Requirements

Bonding requirements are detailed in 40 CFR 30.48 <http://www.epa.gov/lawsregs/search/40cfr.html>

1. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

In addition to the required performance bond and labor and material bond, the successful bidder shall provide at its own expense, a two-year maintenance bond, in the amount of twenty-five percent (25%) of the Construction Agreement. The term of the bond shall begin on the date of final acceptance of the

Project and shall guarantee the Work on the Project will remain in good condition for and during the entire two-year period of guarantee which shall include, among other things, all permanent in-stream, wetland, or erosion control structures and plant materials installed at the Project. If at any time before or during said period of guarantee any defects or omissions become apparent in the Work or if it becomes apparent that any of the Work is not in accordance with the requirements, or if any Work constructed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the Work which is being done or has been done by the Contractor, as determined by Lake SWCD, Contractor shall rectify such defects or omissions within five (5) days of notification and shall complete such corrections within a reasonable length of time at his own expense. If Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, Lake SWCD reserves the right to make such corrections at the expense of Contractor or bonding company.

III. Compliance with Federal Grant Agreement Requirements

In the performance of the duties and obligations under the Grant Agreement, Subgrantee shall comply with all applicable:

- A. Ohio Governor Executive Orders;
- B. Federal, state and local laws, regulations (rules), assurances, orders, and Ohio Department of Commerce Prevailing Wage Guidelines, regarding prevailing wages, deductions, worker compensation, taxes, social security and unemployment, compensation, and any contributions thereto; and
- C. Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein.

This project is funded in part by a National Fish and Wildlife Foundation (NFWF) grant utilizing federal funds from the U.S. Fish and Wildlife Service. As such, all contractors and subcontractors shall comply with applicable federal laws and regulations, and adhere to the following requirements:

- A. System for Award Management (SAM)
Contractors must be registered and maintain an active status in the federal System for Award Management (SAM) (www.SAM.gov) throughout the duration of the contract.
- B. Debarment and Suspension
Bidders must certify that they are not listed on the SAM Exclusions list (formerly EPLS) in accordance with Executive Orders 12549 and 12689. No contracts shall be awarded to parties listed as suspended or debarred.
- C. Compliance with Federal Regulations
Contractors must comply with all applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), including:
 - Procurement Standards (§200.317–§200.326)
 - Cost Principles
 - Audit Requirements (Subpart F, if applicable)These provisions shall be flowed down to all lower-tier subcontractors and vendors.
- D. Buy America Requirement
Per the Infrastructure Investment and Jobs Act (IIJA) and 2 CFR § 200.322:
 - All iron, steel, manufactured products, and construction materials used for this infrastructure project must be produced in the United States.
 - Exceptions require an approved federal waiver, which must be requested in advance and are not guaranteed.

E. Conflict of Interest

Contractors shall disclose any actual or potential conflicts of interest. No employee, officer, or agent of the contractor may participate in the selection, award, or administration of a subcontract supported by federal funds if they have a conflict of interest, including organizational conflicts.

F. Equal Opportunity, Anti-Discrimination, and Anti-Harassment

Contractors shall not discriminate on the basis of race, color, religion, sex, national origin, age, disability, gender identity, or sexual orientation and must comply with all applicable civil rights laws.

G. Prohibition on Lobbying

Contractors must comply with 43 CFR Part 18 – New Restrictions on Lobbying. No federal funds may be used to influence federal employees or Members of Congress.

H. Prohibition on Use of Certain Chinese Equipment

Contractors may not use funds from this award to procure telecommunications or video surveillance equipment or services from Huawei, ZTE, or other prohibited entities as defined in 2 CFR § 200.216.

I. Trafficking in Persons

Contractors must comply with the Trafficking Victims Protection Act (TVPA) and ensure that no forced labor, trafficking, or commercial sex acts are involved in the performance of this contract.

J. Environmental Compliance

Contractors may not begin work until written clearance is issued under the National Environmental Policy Act (NEPA), Endangered Species Act (ESA), and National Historic Preservation Act (NHPA). Work conducted prior to such approval will not be eligible for reimbursement.

K. Insurance

Contractor shall carry adequate liability insurance for all activities performed under this contract and may be required to name CMNH and/or NFWF as additionally insured upon request.

L. Reporting and Recordkeeping

Contractors shall maintain accurate records related to expenditures, matching funds, and project performance. Records shall be retained for a minimum of three (3) years following project close-out and must be made available for audit upon request.

M. Public Acknowledgment

Contractors shall acknowledge NFWF and the U.S. Fish and Wildlife Service in all public-facing materials related to the project and seek prior approval before using logos or issuing public releases.

The Subgrantee and sub Subgrantees shall take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation

- by small and minority business, and women's business enterprises;
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
 - F. Requiring that sub Subgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;
 - G. Pursuant to Executive Order No. 2008-12S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Grant Agreement; and
 - H. Pursuant to Executive Order No. 2008-13S, Subgrantee and sub Subgrantees, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise ("MBE") and Encouraging Diversity, Growth and Equity ("EDGE") program vendors. EDGE program guidance may be viewed online at <http://das.ohio.gov/Divisions/EqualOpportunity.aspx>. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites:
<https://eodreporting.oit.ohio.gov//searchMBE.aspx>
<https://eodreporting.oit.ohio.gov//searchEDGE.aspx>

IV. Nondiscrimination

Every contract entered into by Subgrantee shall contain provisions by which 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 a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- (B) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the ORC, national origin or ancestry. If Grantee is a department, office or institution of the state or a political subdivision of the state, it shall require any contractor from whom it makes a purchase to have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the ORC. Annually, each such contractor shall be required to file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services. Subgrantee shall provide for an affirmative action program for the Project for the employment and effective utilization of disadvantaged persons whose disadvantage may arise from cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in section 4112.01 of the ORC, national origin, or ancestry.

Subgrantee shall comply with the requirements of Sections 125.111 and 153.59 of the ORC and Chapter 123:2-3 of the Ohio Administrative Code, as applicable.

V. Prohibition Against Purchase of Services Provided Outside the United States
Executive Order 2011-12K, signed June 21, 2011, provides that no State Cabinet Agency, Board or Commission shall enter into any contract which uses any public funds within its control to purchase

services which will be provided outside the United States. Subgrantee affirms that it has read and understands Executive Order 20 11-12K and shall abide by the Executive Order's requirements in the performance of this Grant Agreement and shall perform no services required under this Grant Agreement outside of the United States. Subgrantee shall disclose to Lake SWCD:

- A. The location(s) where all services are to be performed by Subgrantee;
- B. The locations(s) where any state data associated with any of the services to be provided or sought to provide, will be accessed, tested, maintained, backed-up or stored;
- C. Any change in the location of any services being provided by Subgrantee under this Grant Agreement; and
- D. The principal business location of Subgrantee.

VI. Equal Employment Opportunity

The Subgrantee agrees that it shall comply with the requirements of ORC 125.111 for all subcontracts for purchases under the Project.

VII. Non-Compliance

In the event of the Subgrantee's non-compliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended in whole or in part.

VIII. Prevailing Wage Requirement

Except as provided in ORC Section 4115.04, moneys appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in section 4115.03 of the Revised Code, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in ORC Section 4115.04.

IX. Independent Capacity of Subgrantee

The parties hereto agree that the Subgrantee, and any agents and employees of the Subgrantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of Lake SWCD. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

X. Conflicts of Interest and Ethics Compliance

Grantee, by signature on this document, certifies that it:

(i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

XI. Liability

The Subgrantee agrees to indemnify and to hold Lake SWCD harmless and immune from any and all claims for injury or damages arising from this Grant Agreement which are attributable to Subgrantee's own actions or omissions or those of its trustees, officers, agents, employees, subcontractors, suppliers, third parties utilized by Subgrantee, or joint venturers while acting under this Grant Agreement. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

XII. Campaign Contributions

The Subgrantee hereby certifies that all applicable parties listed in ORC 3517.13(I)(3) or (J)(3) are in full compliance with ORC 3517.13(I)(1) and (J)(1).

XIII. Certification Against Unresolved Findings for Recovery

Subgrantee represents and warrants that it is not subject to an "unresolved" finding for recovery under ORC.9.24. If this warranty is deemed to be false, this Grant Agreement shall be void *ab initio* and Subgrantee shall immediately repay to the State any funds paid under this Grant Agreement.

XIV. Subgrantee's Liability

The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Solicitor:

The Contractor and its subcontractors engaged in the design and construction of the Project must provide a Certification of Insurance verifying its limits for bodily injury, including death resulting therefrom, public liability, employer's liability, property damage, personal injury, automobile insurance and advertising injury in an amount not less than \$1,000,000 per occurrence.

- A. Lake SWCD, its authorized agents, and CMNH shall be endorsed as additional insureds on all policies covering work under this RFP.
- B. All insurance shall be endorsed so that it cannot be canceled with less than thirty (30) days written notice to Lake SWCD.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of Lake SWCD and its Contractor or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to Lake SWCD.
- D. Employer's Liability coverage with limits of \$1,000,000 for each employee, each accident; provided that in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer's Liability coverage.

XV. Ohio Elections Law

The Subgrantee shall, as applicable to this Project, ensure that all subcontractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.

XVI. Human Trafficking

Subgrantee and any person acting on behalf of Subgrantee shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Grant Agreement.

XVII. Drug Free Workplace

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

XVIII. Transfer of Records

It is the intent of Lake SWCD that the current efforts be conducted in a manner that maximizes Lake SWCD's

flexibility regarding the development of future site plan development. Data shall be collected and formatted in a manner consistent with common good engineering practices.

All records (original tracings, maps, field sketches, lab reports, flow data, graphics originals, design calculations, electronic files including model input and output files, etc.) generated by the Project shall be the property of Lake SWCD and shall be turned over to Lake SWCD upon completion or as directed.

XIX. Assurances

The Subgrantee shall:

- A. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;
- B. Comply with environmental standards which may be prescribed pursuant to the following:
 1. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
 2. Notification of violating facilities pursuant to Executive Order 11738;
 3. Protection of wetlands pursuant to Executive Order 11990;
 4. Evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
 5. Assurance of Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);
 6. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);
 7. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 8. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- C. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers systems;
- D. Assist Ohio EPA in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*);
- E. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
- F. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"); and
- G. Comply with the Age Discrimination Act of 1975.
- H. Comply with Title 18, U.S.C, Section 874, Kickback from Public Works Employees: Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces and person employed in the construction, prosecution, completion, or repair of any public building, public work, or building or work financed in whole in part by loans or grants from the United States, to give up any part of the compensation to which they are entitled under his contract of employment, shall be fined not more than

\$10,000 or imprisoned not more than five years, or both.

- I. The subgrantee agrees to comply with federal clean air and water standards during the performance of this contract and specifically agrees to do the following:
 - a. The term facility means (a) any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations (b) owned, leased or supervised (c) by the contractor and subcontractor (d) for the construction, supply and service contracts entered into by the contractor;
 - b. That any facility to be utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
 - c. That in the event a facility utilized in the accomplishment of this contract becomes listed on the EPA list, this contract may be canceled, terminated or suspended in whole or in part;
 - d. That it will comply with all the requirements of Section 114 of the Air Act and Section 308 of the Water Act relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308, respectively, and all regulations and guidelines issued thereunder;
 - e. That it will promptly notify the government of the receipt of any notice from the Director, Office of Federal Activities, Environmental Protection Agency, indicating that any facility utilized or to be utilized in the accomplishment of this contract is under consideration for listing on the EPA List of Violating Facilities;
 - f. That it will include the provisions of paragraphs "a" through "g" in every subcontract or purchase order entered into for the purpose of accomplishing this contract, unless otherwise exempted pursuant to the EPA regulations implementing the Air or Water Act (40 CFR, Part 15.5), so that such provisions will be binding upon each subcontractor or vendor;
 - g. That in the event that the contractor or the subcontractors for the construction, supply and service contracts entered into for the purpose of accomplishing this contract were exempted from complying with the above requirements under the provisions of 40 CFR, Part 15.5(a), the exemption shall be nullified should the facility give rise to a criminal conviction (See 40 CFR, part 15.20) during the accomplishment of this contract. Furthermore, with the nullification of the exemption, the above requirements shall be effective. The contractor shall notify the government, as soon as the contractor's or the subcontractors' facility is listed for having given rise to a criminal conviction noted in 40 CFR, Part 15.20.
- J. During the performance of this contract, the subgrantee agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.

- c. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
- e. The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
- f. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.
- h. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.
- i. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State

Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

- j. NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.
- k. Compliance with the Davis-Bacon Act: All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) as may be applicable and the requirements of 29 CFR pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. Contractor shall comply with the Ohio Prevailing Wage law as may be applicable. Any applicable federal prevailing wage requirements supersede state requirements.

XX. Compliance with Laws Not Listed

Subgrantee shall comply with all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars and orders whether or not specifically set forth or referenced in this grant agreement.

XXI. Time for Completion

Subgrantee acknowledges and agrees that time is of the essence to the contract and that if Subgrantee shall fail to complete the Work as herein provided within the time fixed, or extended as mutually agreed upon, Lake SWCD may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Subgrantee, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

Subgrantee acknowledges and agrees that, inasmuch as Lake SWCD will sustain expenses and inconveniences and other damages in the event that the Subgrantee fails to perform the Work as herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated below for each calendar day delay shall be considered as liquidated damages and not as a penalty and shall become due Lake SWCD as full payment for all such expenses and damages sustained by it as a result of the Subgrantee's failure to complete the Work as follows: \$500.00 FOR EACH DAY BEYOND December 31, 2026.

SECTION E. INSTRUCTIONS TO OFFERERS

I. Proposal Format

To be entitled to consideration, a proposal must be made in accordance with the following instructions:

- A. Preparation: Each proposal shall be submitted in the manner outlined by Lake SWCD with the forms furnished by Lake SWCD. All signatures shall be clearly and legibly written in long hand. No oral, facsimile, or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as direct on the bid schedule (Exhibit A).

- B. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership by an authorized representative, followed by the signature and title of the person signing.
1. Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized to bind it in the matter.
 2. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word President, Secretary, Agent, or other title without disclosing their principal may be held to be the proposal of the individual signing.
 3. When requested by Lake SWCD, satisfactory evidence of the authority of the office or agent signing on behalf of a corporation or partnership shall be furnished.
- C. Proposal to Include All Work: Each proposal shall include all equipment, material, supplies, or services described in Section A, Section B, and Section C of this document.
- D. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- E. Acceptance or Rejection of Proposal: Lake SWCD reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of Lake SWCD. Lake SWCD reserves the right to reject any or all proposals.
- F. Informal Proposals: Proposals may be rejected for the following reasons:
1. If the proposal does not include the necessary forms as furnished by Lake SWCD, if the forms are altered, or any part thereof detached.
 2. If there are any irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
 3. If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, providing that Lake SWCD will make a selection of awards.
 4. If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
- G. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to Lake SWCD that it has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarded the contract. No contract will be awarded to any Bidder who is in arrears to Lake SWCD upon debt or contract, or who is in default as surety or otherwise upon any obligation to Lake SWCD.
- H. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
1. More than one proposal for the same work from an individual, firm, or corporation under the same or different names.
 2. Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of Lake SWCD until any such participant shall have been reinstated as a qualified bidder.
 3. Proposal prices that obviously are unbalanced.
- I. Addendum or Modification: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarded a contract, such addendum or modification will

become part thereof. In the event any such addendum or modification is issued by Lake SWCD within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays, and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

- J. Tax Exemptions: Lake SWCD is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. The exemption certificates covering these taxes will be furnished upon request.
 - 1. The transportation tax is not applicable on any purchase consigned to Lake SWCD and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the specifications, and such taxes may be included in the price of shown as a separate item in the proposal.
- K. Assignment of Contract: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the Lake SWCD District Administrator, endorsed on or attached to the contract.

In responding to this RFP, please submit one (1) complete hardcopy and one (1) digital copy of a proposal addressing a minimum of the following items:

- A. Description of Contractor's Understanding of the Project.
- B. Description of Services to be Performed.
- C. Assumptions and Expectations.
- D. Cost Proposal as set forth in Section A.
- E. Bid Schedule (example attached as Exhibit A)
- F. Proposed Project schedule identifying milestones, deliverables, and key coordination meetings. Include current workload and schedule of proposed Project in consideration of that workload.
- G. Bid Guarantee and Bonding Requirements
- H. Form of Non-collusion Affidavit – BF.1
- I. Corporate Resolution – BF.2
- J. Proposed Subcontractors – BF.3
- K. Bidder's Insurance Agent's Affidavit – BF.4
- L. Supplemental Bond Acknowledgement – BF.5
- M. Bid Security – BF.6
- N. Personal Experience and Resumes of Personnel.
- O. Three (3) References.

This is not a complete list. Contractors are responsible for reviewing this RFP to ensure that all required items are included in the submitted bid packet.

II. Selection and Award Process

The selection process will involve screening of submitted proposals and may also involve interviews. Lake SWCD will select a Contractor on the basis of Contractor qualifications, price, understanding of the scope of services, level of services to be provided, and ability to complete the project within the timeframe.

A **mandatory pre-bid meeting** will be held on Tuesday, **July, 15 2025 at 10:00 AM** at the project site to discuss the Project and tour the site. The inclement weather backup date will be Thursday, July 17, 2025

at 10:00 AM. **Please RSVP for the mandatory pre-bid meeting by 4:00 PM on Monday, July 14, 2025 ;** contact Caitlin Stillisano at cstillisano@lakecountyohio.gov or [\(440\) 350-2049](tel:(440)350-2049). Directions will be provided at the time of RSVP.

If interested, please submit one (1) complete hardcopy and one (1) digital copy of a proposal to the address below. Submissions must be received at the Lake SWCD offices no later than **12:00 NOON on Monday, July 28, 2025**. Any proposals received after this time and date will not be accepted. Lake SWCD expects to award the contract by **August 2025**. Work will commence after successful execution of a contract for services between the Contractor and Lake SWCD and contract approval by CMNH. All work under this contract, including invoices, must be completed and delivered to Lake SWCD by **December 31, 2026**. Lake SWCD reserves the right to waive any informalities or minor irregularities, reject any and all statements that are incomplete, conditional or obscure, accept or reject any and all expenses incurred in connection with the preparation of a response to this RFP. Lake SWCD reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. Lake SWCD reserves the right to accept the proposal deemed most advantageous and in the best interest of Lake SWCD.

Questions should be directed to: Chad Edgar (cedgar@lakecountyohio.gov) via email only. The deadline to submit questions is July 18, 2025. A Question and Response document will be shared with all recipients of the RFP by July 21, 2025.

Delivery:

The proposal shall be sealed in an envelope, addressed to:

Lake County Soil & Water Conservation District

105 Main Street, Suite B301

Painesville, Ohio 44077

Exhibits

Exhibit A: Bid Schedule

BLACKBROOK CREEK RESTORATION BID SCHEDULE							
Item No.	Description	QTY	Unit	Unit Price		Total Unit Cost	Total Cost
				Labor	Material		
1	SITE ASSESSMENT	1	LS				
2	DESIGN	1	LS				
3	SITE PREPARATION	1	LS				
4	STREAM RESTORATION/ AND RECONNECTION OF STREAM TO FLOODPLAIN	715	LF				
5	WETLAND & FLOODPLAIN PLANTINGS	2	AC				
6	INVASIVE PLANT TREATMENT	2	AC				
7	DEBRIS REMOVAL	1	LS				
8	OTHER (EXPLAIN):						
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 8							
<p>AMOUNTS SHALL BE SHOWN IN FIGURES. THE TOTAL CONTRACT BID PRICE AS LISTED ABOVE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. IF THERE IS A DISCREPANCY, BETWEEN THE TOTAL UNIT COST AND THE TOTAL COST BID ON ANY ITEM, MATHEMATICAL MISTAKES WILL BE RESOLVED BY MULTIPLYING THE SUM OF THE INDIVIDUAL UNIT PRICES GIVEN FOR LABOR AND MATERIAL TIMES THE ESTIMATED QUANTITY FOR EACH BID ITEM. THE TOTAL SUM OF THE INDIVIDUAL ITEMS SHALL GOVERN.</p> <p>THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS:</p> <ul style="list-style-type: none"> COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER December 31, 2026. LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND December 31, 2026. FUNDING AND CLOSEOUT PAPERWORK: December 31, 2026. 							
NAME OF BIDDER: _____				DATE: _____			
SIGNATURE OF BIDDER: _____				_____			

Exhibit B: Lake County Soil & Water Conservation District Proposal Forms

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF _____)
) SS
COUNTY OF _____)

_____, being first duly sworn, deposes and says
(Individual Name)

that he/she is _____ of _____
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion or communication or conference, with any person, to fix the bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid price, or of that of any other Bidder, or to secure any advantage against the Owner, or any person interested in the proposed Contract; and that all statements contained in said proposal or bid are true; and further, that such Bidder has not, directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____,
(Individual Name)

Secretary of _____ an _____ Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the _____ day of _____, 20____, adopted a resolution authorizing the _____
(Corporation Title, i.e., President)

of this Company, namely, _____, to sign bid proposals,
(Individual Name)

sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said

_____ in his sole discretion shall deem best, and that said actions
(Corporation Title, i.e., President)

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said

Corporation at _____, _____ this _____ day
(City) (State)

of _____, 20____, and I further certify that said resolution is still in full force and effect.

Corporate Secretary

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors it proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

2. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

5. Name: _____
Address: _____
City/State/Zip: _____
Description: _____
Phone: () _____ Amount: \$ _____ % of Contract: _____

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: _____

OWNER: _____

I, _____, _____, first being duly
(Name) (Title)
sworn do state the following:

- (a) that I am an Insurance Agent licensed to transact business in the State of Ohio;
- (b) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;
- (c) that I am familiar with the insurance that _____
(Bidder's Company Name)
has in force, and that its insurance meets the contract requirements or that it can be amended or endorsed to meet the contract requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;
- (d) that all additional policies and/or endorsements required in the specifications are available;
- (e) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;
- (f) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that they can include same in his bid;
- (g) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;
- (h) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

(Agent's Signature)

Agency Name

(Agent's Name)

Agency Address

Agency City, State and Zip Code

(Phone)

(Fax)

(E-mail)

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

PROJECT: _____

OWNER: _____

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and its surety hereby acknowledge that the attached bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____
PHONE NO.: _____

SURETY

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____
PHONE NO.: _____

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and his surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two year(s) commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located and shall be instituted within one year from the last day of the correction period under the project or within one year after the Surety refuses or fails to perform its obligations under this Bond, whichever first occurs.

BIDDER

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____
PHONE NO.: _____

SURETY

SIGNATURE: _____
NAME: _____
TITLE: _____
DATE: _____
PHONE NO.: _____

*Attach Power of Attorney

BID SECURITY

**CONTRACTOR SHALL STAPLE ONE OF THE FOLLOWING FORMS
OF BID SECURITY TO THE FRONT OF THIS PAGE AND
SUBMIT WITH THE BID.**

CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID

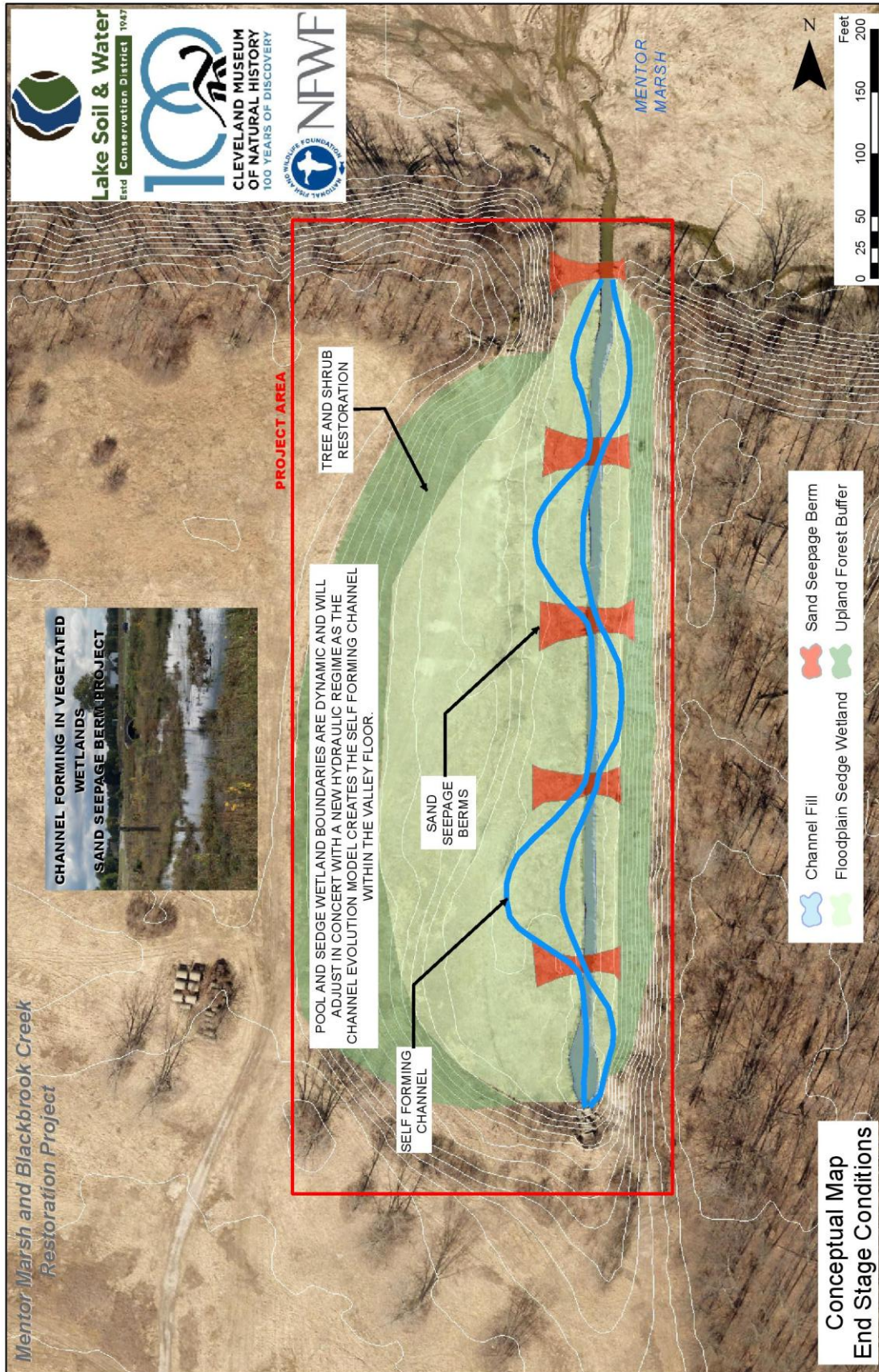
OR

IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID


OR

**BOND (BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND") FOR
100% OF THE AMOUNT BID PER ORC SECTIONS 153.54 AND 153.571**

Exhibit C: Conceptual Restoration Plan



**Exhibit D: NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT with the
CLEVELAND MUSEUM OF NATURAL HISTORY**

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: 82964	2. NFWF GRANT ID: 0501.24.082964				
		3. UNIQUE ENTITY IDENTIFIER (UEI) VH97TPV8H7L3	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A				
5. SUBRECIPIENT TYPE Non-profit		6. NFWF SUBRECIPIENT Cleveland Museum of Natural History					
7. NFWF SUBRECIPIENT CONTACT David Kriska Cleveland Museum of Natural History 1 Wade Oval Drive, University Circle Cleveland, OH 44106 Tel: 216-231-4600 dkriska@cmnh.org		8. NFWF GRANTS ADMINISTRATOR/ NFWF CONTACT INFORMATION Bela Hawkins National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Bela.Hawkins@nfwf.org					
9. PROJECT TITLE Restoring Mentor Marsh and Blackbrook Creek to Improve Biodiversity in Mentor, Ohio							
10. PROJECT DESCRIPTION Improve stream and coastal wetland habitat within Mentor Marsh through restoration of a natural stream channel and invasive species control to benefit hundreds of species of birds, including bitterns, white pelicans, and osprey. Project will restore more than 700 feet of stream, reseed 18 acres of wetland with native plants, and treat 261 acres of phragmites, lesser celandine, and other invasive species within the riparian buffer of the stream and eastern basin.							
11. PERIOD OF PERFORMANCE January 1, 2025 to December 31, 2026		12. TOTAL AWARD TO SUBRECIPIENT \$400,000		13. TOTAL FED. FUNDS \$381,116.17			
14. TOTAL NON-FED. FUNDS \$18,883.83							
15. FEDERAL MATCH REQUIREMENT \$200,000		16. NON-FEDERAL MATCH REQUIREMENT \$100,000					
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.							
18. TABLE OF CONTENTS							
SEC.	DESCRIPTION						
1	NFWF Agreement Administration						
2	NFWF Agreement Clauses						
3	Representations, Certifications, Obligations, and Other Statements – General						
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General						
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific						
6	Other Representations, Certifications, Statements and Clauses						
19. FUNDING SOURCE INFORMATION/ FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIR	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA

U.S. Fish and Wildlife Service	FC.A083	08/21/2024	F24AC02958	\$14,174,757.28	\$361,698.15	05/19/2028	15.662
U.S. Fish and Wildlife Service	FC.R583	08/01/2023	F23AC03024	\$15,031,566.02	\$19,418.02	09/30/2027	15.662
Cleveland-Cliffs	TR.A467	N/A	N/A	N/A	\$18,883.83	12/31/2024	N/A

20. NOTICE OF AWARD			
<p>The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.</p>			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print) Patricia E. Lohiser, Sr. Dir. of Finance		D. NAME AND TITLE OF NFWF AWARDOFFICIAL Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY 	C. DATE 2-3-2025	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY 	F. DATE 2/20/2025
<p><i>NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).</i></p>			

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/ SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Annual Financial Report	January 1, 2026
Interim Programmatic Report	January 1, 2026
Final Financial Report	February 28, 2027
Final Programmatic Report	February 28, 2027



SECTION 1 NFW F AGREEM ENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF's grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; (3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the

photograph was taken, the location of the photographed image, caption, photocredit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/ FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as

the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFW F AGREEM ENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall: (1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

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2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/ Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed

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Template: 4/28/2022

upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at

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http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

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SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS— GENERAL

4.1. If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

- I. Trafficking in persons.
 - a. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not —
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either —
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either —
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
 - c. *Provisions applicable to any recipient.*
 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

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- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
 - 4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

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to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/ 13/ 2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

FC.A083 Grant Terms

U.S. Fish and Wildlife Service (Service) Financial Assistance Award Terms and Conditions.

The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the NFWF Subrecipient and their subrecipients and contractors. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Federal Publicity and Acknowledgement of Support.

All information submitted for publication or public releases of information regarding this project shall be prepared and reviewed in coordination with NFWF and the USFWS. The NFWF Subrecipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

Environmental Compliance Reviews.

The NFWF Subrecipient and any subrecipient(s) must not begin any potentially impactful work related to this award until the Service has notified in writing that such work can begin. Recipients and subrecipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Buy America Provision.**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. NFWF Subrecipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget Made in America web page at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the Department's General Applicability Waivers web page (www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within

the waiver, the NFWF Subrecipient does not need to request a separate waiver for non-domestic materials.

When necessary, NFWF Subrecipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the NFWF Subrecipient believes that one of the above circumstances applies to an award, the NFWF Subrecipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

NFWF Subrecipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request".

Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)
3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent known (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant Product Service Code or NAICS code for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification

may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their Buy America web page for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their Approved Waivers web page. The Service will notify recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Great Lakes (EAGL) Reporting.

The NFWF Subrecipient will complete semi-annual reports as a part of the interagency effort to measure project contributions to the Great Lakes Restoration Initiative (GLRI) through the Environmental Accomplishments in the Great Lakes (EAGL) database. NFWF staff will inform applicants of EAGL reporting requirements and provide the spreadsheet template with which to record and submit project progress during the reporting period.

Data Availability.

(a) Applicability. The Department of Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The NFWF Subrecipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.

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U.S. Fish and Wildlife Service (Service) Financial Assistance Award Terms and Conditions.

The Service Financial Assistance Award Terms and Conditions posted on the Internet at <https://www.fws.gov/grants/atc.html> apply to the NFWF Subrecipient and their subrecipients and contractors. See also the Department of the Interior's General Award Terms and Conditions on their website at: <https://www.doi.gov/grants/doi-standard-terms-and-conditions>.

Buy America Provision.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. NFWF Subrecipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

4. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
5. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and
6. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget Made in America web page at www.whitehouse.gov/omb/management/made-in-america/.

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0501.24.082964 (Restoring Mentor Marsh and Blackbrook Creek to Improve Biodiversity in Mentor, Ohio)

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Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the Department's General Applicability Waivers web page (www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the NFWF Subrecipient does not need to request a separate waiver for non-domestic materials.

When necessary, NFWF Subrecipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

4. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
5. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
6. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the NFWF Subrecipient believes that one of the above circumstances applies to an award, the NFWF Subrecipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

NFWF Subrecipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request".

Include the following information with each waiver request:

14. Type of waiver requested (non-availability, unreasonable cost, or public interest)
15. Requesting entity name and Unique Entity Identifier (UEI)
16. Awarding bureau: U.S. Fish and Wildlife Service
17. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
18. Project title (Notice of Award, Block 8)
19. Federal Award Identification Number (Notice of Award, Block 4)
20. Federal award amount (Notice of Award, Block 11)
21. Total infrastructure costs, to the extent known (federal and non-federal funds)
22. Infrastructure project description and location, to the extent known

23. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant Product Service Code or NAICS code for each.
24. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
25. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
26. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process

The Department will post waiver requests to their Buy America web page for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their Approved Waivers web page. The Service will notify recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission

facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Environmental Compliance Reviews.

The NFWF Subrecipient and any subrecipient(s) must not begin any potentially impactful work related to this award until the Service has notified in writing that such work can begin. Recipients and subrecipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Federal Publicity and Acknowledgement of Support.

All information submitted for publication or public releases of information regarding this project shall be prepared and reviewed in coordination with NFWF and the USFWS. The NFWF Subrecipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

Data Availability.

(a) Applicability. The Department of Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The Contractor shall make the data produced under this Contract and any subcontract(s) available to NFWF and the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (1) The scientific data relied upon;
- (2) The analysis relied upon; and
- (3) The methodology, including models, used to gather and analyze data.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.