

Cleveland Museum of
Natural History

BID SET

Mentor Marsh Restoration

May 1, 2026

Caitlin Stillisano

**Prepared under the supervision of
Caitlin Stillisano, Watershed
Coordinator, Lake County Soil &
Water Conservation District**

Date May 1, 2026

LEGAL NOTICE

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received by the Lake County Soil and Water Conservation District on behalf of the Cleveland Museum of Natural History, at 105 Main St. Painesville, OH, 44077 in the Headwaters Conference Room on the 3rd floor of the Nolan Building (Building B) on June 10, 2026, and will be opened and read at 12:00 P.M. for the following Project:

MENTOR MARSH RESTORATION

Mandatory Pre-Bid Meeting on May 20, 2026

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:

May 1, 2026

May 8, 2026

May 15, 2026

Cleveland Museum of Natural History

Mentor Marsh Restoration

REQUEST FOR PROPOSALS

May 1, 2026



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SECTION A: SERVICES AND PROJECT COSTS

The Cleveland Museum of Natural History (CMNH or Museum) is seeking a Design-Build Contractor Team (Contractor) to complete design and construction of a restoration project within the Mentor Marsh State Nature Preserve located in the City of Mentor (Project). This design-build project is funded under the Lake Erie Community (LEC) grant program administered by the Ohio Lake Erie Commission (OLEC). The contract will include assistance to CMNH and coordination with its project partner, the Lake County Soil & Water Conservation District (Lake SWCD or District).

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 \$450,000. This maximum amount of \$450,000 shall not be exceeded under any circumstances unless written authorization is obtained from CMNH. 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.

The Contractor 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 Caitlin Stillisano, Lake SWCD Watershed Coordinator at cstillisano@lakecountyohio.gov with questions.

SECTION B: PROJECT OVERVIEW

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 channelization of the stream and disconnection from its floodplain have altered natural hydrologic and sediment transport processes, resulting in increased flow velocities, reduced overbank storage, and downstream sediment deposition. Approximately 2.25 acres of non-hydric soils have since accumulated at the current channel outlet to the Marsh, providing suitable conditions for colonization by non-native invasive species.

In a separate but related effort, CMNH and Lake SWCD are partnering to restore Blackbrook Creek to a natural stream configuration with reestablished floodplain connectivity and approximately 2 acres of riparian and wetland habitat. The restoration reach begins at the channel outlet to Mentor Marsh and extends upstream to a culvert near the remediated Osborne Salt Fill. Construction is anticipated to begin in Summer 2026.

In addition to sediment deposition at Blackbrook Creek, other hydrologic alterations have affected the western basin of the Marsh. As Lake Erie water levels have declined over time, corresponding reductions in water levels have been observed within the Marsh. This condition is further exacerbated by a former sewer channel in the western basin of the marsh that now functions as a drainage ditch, actively conveying surface water out of the system and lowering the local water table. The combined effect of regional lake level fluctuations and artificial drainage has reduced hydroperiods, impaired wetland function, and created drier conditions that favor invasive species over native vegetation. These hydrologic alterations have negatively affected marsh wildlife, including amphibians, waterfowl, and other wetland-dependent species.

Project Description

The Mentor Marsh Restoration Project will include sediment removal to prevent further invasive species colonization and the installation of Beaver Dam Analogues (or comparable practice) (BDAs) to retain water, restore hydrologic function, and support the long-term ecological integrity of Mentor Marsh.

Key components of the restoration include:

- Restoration of 2.5 acres of wetland habitat through the removal of accumulated sediments at the current mouth of Blackbrook Creek
- Installation of BDAs along 5,700 linear feet of the abandoned sewer channel to raise and maintain water levels
- Hydrologic and topographic surveys to document existing water levels, flow patterns, and elevations to guide sediment removal, BDA placement, and overall marsh restoration design

Project Partners

The Cleveland Museum of Natural History is partnering with Lake County Soil & Water Conservation District 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 its findings regularly to the museum to influence ongoing restoration efforts.

Project Goals

- Restore wetland habitat and stream-wetland connectivity
 - Remove accumulated non-hydric sediments at the mouth of Blackbrook Creek to allow natural development of a stream-wetland complex
- Reduce invasive species colonization
 - Remove accumulated non-hydric sediments at the mouth of Blackbrook Creek that has altered hydrology and favors non-native vegetation

- Reestablish hydrologic function
 - Install BDAs (or comparable practice) along the abandoned sewer channel to back up water and accumulate sediment to fill in the channel over time
 - Specific area in the western basin to be inundated by water as a result of the BDA installation is shown in Exhibit C
- Enhance ecological resilience and wildlife habitat
- Promote long-term natural development of a self-sustaining stream-wetland complex that integrates with Mentor Marsh’s broader ecosystem

These actions will collectively sustain wetland ecology, support diverse wildlife, and promote the natural development and long-term resilience of the stream-wetland complex.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

Overview

Through this Request for Proposals (“RFP”), CMNH will select a Contractor to provide recommendations, designs and restoration specifications, permitting, and permit compliance including monitoring and reporting, and construction for the Project. The selected Contractor will complete a restoration design, be responsible for preparing, filing, payment of all required fees for and obtaining all necessary local, state, and federal permits, certifications, and authorizations, and complete construction of the Project. The selected contractor will also develop and submit a Quality Assurance Project Plan (QAPP) to USEPA with review and input from CMNH and its partners. The selected Contractor will complete construction of the project and provide As-Built plans. The selected Contractor shall be responsible for conducting all pre-, during, and post-Project monitoring activities and preparation and submittal to CMNH of 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. A summary of the Contractor’s Scope of Services (the ‘Work’) and proposed schedule is outlined below.

Scope of Services

- 1) This RFP, the Contractor proposal, CMNH Grant Agreement with OLEC (Exhibit D), and any other documents required by CMNH, shall be incorporated as part of CMNH’s contract with the Contractor.
- 2) Provide plans, restoration specifications, and complete construction of the Project. Plans should achieve the following:
 - i) Removal of 2.5 acres of accumulated sediments at the current mouth of Blackbrook Creek
 - ii) Installation of BDAs along 5,700 linear feet of the abandoned sewer channel
 - iii) Hydrologic and topographic surveys to document existing water levels, flow patterns, and elevations
- 3) Contractor must lead and attend a Project kick-off meeting, a minimum of two in-person or virtual plan review meetings, and a minimum of two on-site construction meetings. Revise plans based on comments from CMNH, its partners, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.

- 4) Provide calculations and quantities for soil excavation and removal associated with this Project if applicable.
- 5) Any spoils generated as a result of this Project shall be removed from the site to a suitable location as determined by CMNH. Spoils shall not be placed in wetlands, the Creek, or Lake Erie.
- 6) 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.
- 7) Disturbance to existing natural vegetation shall be minimized as much as possible while conducting construction activities.
- 8) 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 CMNH prior to the commencement of construction.
- 9) 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.
- 10) Project design shall include provisions for protecting water quality and stream integrity as much as possible during construction.
- 11) 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.
- 12) 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.
- 13) 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.
- 14) The 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.
- 15) 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.
- 16) 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 CMNH, 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, CMNH reserves the right to make such corrections at the expense of the Contractor or bonding company.

17) If applicable, the 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.

i) 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 CMNH deems to be defective in material or workmanship or not in conformance with the Contract Documents.

ii) Contractor warrants to CMNH 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 CMNH 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. CMNH 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 CMNH. Upon request by CMNH, the contractor and CMNH 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.

iii) If Contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by CMNH to Contractor then, in

addition to, and not in lieu of any other right or remedy available to CMNH under the Construction Agreement or at law, CMNH may perform or cause such obligations to be performed at the sole cost and expense of Contractor.

- iv) 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 the Contractor to correct the Work following Final Completion of the Project.
- 18) All materials, reports, surveys, delineations, plans, etc. will be available to CMNH and its partners to use for educational materials, signage, grant documentation and reporting, and permitting.
- 19) The Contractor shall be solely responsible for obtaining all data and information sources utilized in design and construction of this Project.
- 20) Each part or detail of work shall be subject to inspection by CMNH or its assigns and partners.
- 21) As-built construction plans shall be provided to CMNH and its partners upon completion of the Project. Red-line as-built construction plans are acceptable to meet this requirement.
- 22) Contractor shall be responsible for adhering to all in-water construction work restrictions and tree cutting restrictions as applicable.
- 23) Planting, if applicable to the Project, is encouraged in Spring or Fall to promote plant survival. Summer planting should be avoided to ensure plant survival.

Schedule

May 1, 2026	First bid advertisement
May 8, 2026	Second bid advertisement
May 15, 2026	Third bid advertisement
May 20, 2026	Mandatory pre-bid meeting
May 27, 2026	Questions pertaining to this Request for Proposals must be submitted by 5:00 PM and directed to Caitlin Stillisano (cstillisano@lakecountyohio.gov) via email only
June 3, 2026	A Question and Response document will be shared with all participants of the mandatory pre-bid meeting
June 10, 2026	Proposals must be received by Lake SWCD by 12:00 PM (local time)

CMNH and/or its partners may also conduct team interviews at their discretion. These interviews may be conducted virtually.

All anticipated timeframes below are subject to change:

June 24, 2026: Anticipated date for CMNH to award contract

Q3 & Q4 2026:	QAPP completed and approved, project kick off and design review meetings, design and permitting completed
Q1, Q2, & Q3 2027	Mobilization, site prep, surveying, major earthwork completed for Blackbrook delta restoration
Q4 2027	Punch list items for delta restoration
Q1, Q2, & Q3 2028	Mobilization, site prep, surveying, major earthwork completed for BDA installation
Q4 2028	Punch list items for BDA installation

SECTION D: APPLICABLE STATE AND FEDERAL REQUIREMENTS

Overview

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

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

- Ohio Governor Executive Orders
- 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
- Federal state, and local laws and regulations (rules, ordinances), assurances, and orders, whether or not specifically referenced herein

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 its 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 CMNH, 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 his own expense. If the Contractor fails to rectify such defects or omissions or fails to start such repairs within five (5) days, CMNH reserves the right to make such corrections at the expense of the Contractor or bonding company.

Compliance with Federal Grant Agreement Requirements

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:
 - i. Procurement Standards (§200.317–§200.326)
 - ii. Cost Principles
 - iii. 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:
 - i. All iron, steel, manufactured products, and construction materials used for this infrastructure project must be produced in the United States.
 - ii. Exceptions require an approved federal waiver, which must be requested in advance and are not guaranteed
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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.
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- 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
 - These provisions shall be flowed down to all lower-tier subcontractors and vendors
- K. Insurance
- Contractor shall carry adequate liability insurance for all activities performed under this contract and may be required to name the 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

2 CFR PART 200

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>

State of Ohio Executive Orders

- A. To the extent this Agreement involves the purchase of clothing, Subrecipient is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Subrecipient hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.
- B. Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover

any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.

- C. If Subrecipient or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments.
- If Subrecipient or its subcontractors perform any such services, purchases, or investments, Subrecipient shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Subrecipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the U.S or purchases of services from or investments in Russian institutions and companies
 - The State, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.
 - Notwithstanding the State permitting a period of time to cure the breach or Subrecipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside the United States.

Nondiscrimination

Every contract entered into by Subgrantee shall contain provisions by which the contractor agrees to all 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;

- C. 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.

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, or any subcontractors it utilizes, shall disclose to CMNH:

- 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.

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.

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.

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.

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 CMNH. Nothing in this Grant Agreement shall be construed to create a partnership, joint venture, or other relationship between the parties.

Conflicts of Interest and Ethics Compliance

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

Liability

The Subgrantee agrees to indemnify and to hold CMNH and its partners 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.

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).

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.

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. CMNH, its authorized agents, and Lake SWCD 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 CMNH.
- C. Worker's Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of CMNH and its Contractor or subcontractors. A copy of the Contractor's Workers' Compensation Certificate shall be submitted to CMNH.
- 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.

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.

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.

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.

Transfer of Records

It is the intent of CMNH that the current efforts be conducted in a manner that maximizes CMNH 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 CMNH and shall be turned over to CMNH upon completion or as directed.

Assurances

The Subgrantee shall:

- A. Comply, if applicable, with flood insurance purchase requirements of Section 1 02(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:
 - a Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
 - b Notification of violating facilities pursuant to Executive Order 11738;
 - c Protection of wetlands pursuant to Executive Order 11990;
 - d Evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
 - e 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.*);
 - f 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.*);
 - g Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - h 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 or in part by loans or grants from the United States, to give up any part of the compensation to which he is 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:
 - (1) 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;
 - (2) 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;
 - (3) 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;
 - (4) 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;
 - (5) 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;
 - (6) That it will include the provisions of paragraphs (1) through (7) 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;

- (7) 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 (added space), ancestry, or sex.
 - c The contractor will send to each labor union or representative of workers with which he 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 he will 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.

Compliance of 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.

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, CMNH 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 CMNH 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 CMNH 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, 2028.**

SECTION E. INSTRUCTIONS TO OFFERERS

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 CMNH with the forms furnished by CMNH (Exhibit B). 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 CMNH, 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: CMNH reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of CMNH. CMNH 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 CMNH 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 CMNH 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 CMNH that they have 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 CMNH upon debt or contract, or who is in default as surety or otherwise upon any obligation to CMNH.
- 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 CMNH 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 CMNH 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: CMNH 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 CMNH 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 CMNH 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 – (Exhibit B)
- I. Corporate Resolution – (Exhibit B)
- J. Proposed Subcontractors – (Exhibit B)
- K. Bidder's Insurance Agent's Affidavit – (Exhibit B)
- L. Supplemental Bond Acknowledgement – (Exhibit B)
- M. Bid Security – (Exhibit B)
- 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.

Selection and Award Process

The selection process will involve screening of submitted proposals and may also involve interviews. Lake SWCD will accept proposals on behalf of CMNH and will work with CMNH to 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 **Wednesday May 20, 2026 at 10:00 AM** at the project site to discuss the Project and tour the site. The inclement weather backup date will be **Friday May 22, 2026 at 10:00 AM**. Please RSVP for the mandatory pre-bid meeting by 4:00 PM **on Monday, May 18, 2026**; contact Caitlin Stillisano at cstillisano@lakecountyohio.gov or (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 Wednesday June 10, 2026. Any proposals received after this time and date will not be accepted. Lake SWCD expects to award the contract by **June 2026**. Work will commence after successful execution of a contract for services between the Contractor and CMNH and contract approval by OLEC. All work under this contract, including invoices, must be completed and delivered to CMNH by December 31, 2028. CMNH 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. CMNH 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. CMNH reserves the right to accept the proposal deemed most advantageous and in the best interest of CMNH.

Questions should be directed to: Caitlin Stillisano (cstillisano@lakecountyohio.gov) via email only. The deadline to submit questions is **May 27, 2026**. A Question and Response document will be shared with all recipients of the RFP by **June 3, 2026**.

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	BDA INSTALLATION	5700	LF					
5	SEDIMENT REMOVAL	2.5	AC					
6	HYDROLOGIC AND TOPOGRAPHIC SURVEY	1	LS					
7	OTHER (EXPLAIN):							
TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 7								
<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 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, 2028. • LIQUIDATED DAMAGES: \$500.00 FOR EACH DAY BEYOND December 31, 2028. • FUNDING AND CLOSEOUT PAPERWORK: December 31, 2028. 								
NAME OF BIDDER: _____				DATE: _____				
SIGNATURE OF BIDDER: _____								

Exhibit B: 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 he 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

SURETY

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

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

SURETY

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

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



Exhibit D: OLEC Grant Agreement with CMNH

**OHIO LAKE ERIE COMMISSION
SUBAWARD AGREEMENT**

PREAMBLE

This Subaward Agreement ("Agreement") is entered into by and between the Chair of the Ohio Lake Erie Commission ("OLEC") through its Executive Director, on behalf of the OLEC, and the Subrecipient identified in Exhibit A, which Exhibit is attached hereto and incorporated by reference as if fully rewritten herein. This Agreement establishes the duties and obligations of OLEC and Subrecipient, with OLEC and Subrecipient together referred to as "the parties."

WHEREAS OLEC is the recipient of a United States Environmental Protection Agency ("U.S. EPA") Cooperative Agreement Grant, No. 00E03690, and is to make distribution of the award moneys from that grant.

WHEREAS Subrecipient has made application for a subaward and after review of the application, OLEC has determined that Subrecipient is eligible for an OLEC subaward funded from the above referenced grant.

WHEREAS OLEC desires to engage Subrecipient in, and Subrecipient desires to perform, the services provided for in this Agreement, in accordance with the terms and conditions prescribed by OLEC.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereby agree as follows:

ARTICLE I: RELIANCE AND EXPERTISE AND DESIGNEES

- 1.1 **Reliance and Expertise:** OLEC enters into this Agreement in reliance upon Subrecipient's representations that it has the necessary expertise and experience to perform its obligations hereunder, and Subrecipient agrees. warrants and represents that it possesses the necessary expertise and experience and that all persons involved in Subrecipient's performance of work under this Agreement are properly qualified, trained, competent and experienced, and possess the required licenses, permits, certifications, registrations and the like, necessary to lawfully provide and perform the services. OLEC shall not be required to hire, pay, or provide training or supervision for any assistants to Subrecipient, in order for Subrecipient to perform or enable it to perform the services required under this Agreement. Where applicable, such persons are appropriately medically monitored during the activities undertaken.
- 1.2 **Subrecipient's Designee:** Subrecipient shall coordinate all work with OLEC through Subrecipient's designee, who shall be known as the "Project Representative," who shall have the authority to represent Subrecipient in the performance of its duties and obligations under this Agreement. The initial

Project Representative shall be the person named in Exhibit B, which Exhibit is attached hereto and hereby incorporated by reference as if fully rewritten herein. Subrecipient may designate different Project Representatives throughout the term of this Agreement by providing written notification to the OLEC Project Monitor.

- 1.3 **OLEC's Designee:** OLEC shall coordinate all work with Subrecipient through the OLEC Executive Director or the Executive Director's designee, which designee shall be known as the "OLEC Project Monitor," both of which shall have the authority to evaluate Subrecipient's performance under this Agreement and make the necessary determinations, resolutions, consents, approvals, denials or other such actions as may be specified in this Agreement. Given OLEC's responsibilities under state and federal law with respect to the work performed and award moneys administered, OLEC shall be the sole judge as to the adequacy of the work and its conformity to the terms and conditions of this Agreement. Any questions or dispute regarding the duties and obligations of Subrecipient shall be resolved by the Executive Director or the OLEC Project Monitor. The initial OLEC Project Monitor shall be the person named in Exhibit B of this Agreement. The Executive Director may designate a different OLEC Project Monitor by written notification to the Project Representative.

ARTICLE II: SCOPE OF WORK, INCONSISTENCIES

- 2.1 **Scope of Work:** Subrecipient agrees to perform the work under this Agreement, as specifically set forth herein. By entering into this Agreement, Subrecipient certifies that the information contained in Exhibit A is current, accurate, and complete. In the event of inconsistencies or conflicts between Exhibit A, this Agreement or Exhibit B, Exhibit B shall govern.

ARTICLE III: TIME OF PERFORMANCE, AVAILABILITY OF MONEYS AND BIENNIUM LIMITATIONS

- 3.1 **Time of Performance:** This Agreement shall be effective and binding upon the parties on the date the last required signature is affixed to this Agreement, consistent with the provisions of this Agreement, ("effective date"). Performance of this Agreement shall commence on the effective date and conclude on or before the Project Closure Date identified in Exhibit B, subject to the paragraph 3.3, below.
- 3.2 **Availability of Award Moneys:** It is expressly understood and agreed by the parties that none of the duties and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Revised Code including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary award moneys are available or encumbered and, when required, such expenditure of award moneys is approved by the Controlling Board of the State of Ohio, or until such time that OLEC provides

Subrecipient with written notice that such award moneys have been made available to OLEC by OLEC's funding source. If OLEC should learn that award moneys are unavailable to meet its obligations set forth herein, OLEC shall use best efforts to promptly notify Subrecipient and this Agreement shall be deemed *void ab initio*.

- 3.3 **Biennium Limitations:** As the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than the last day of the fiscal biennium for which funds have been appropriated to OLEC by the General Assembly for this Project. Unless terminated pursuant to this Agreement, this Agreement shall be automatically renewed in each succeeding fiscal biennium in which any balance of moneys payable by OLEC under this Agreement remain unpaid, provided that both an appropriation of unpaid funds and the certification required by R.C. 126.07 are made and provided further that the term of the payments shall not extend beyond the Project Closure Date, unless the parties agree in writing to payments beyond such date.

ARTICLE IV: PAYMENTS, EXPENDITURES, INTEREST, UNSPENT AWARD MONEYS

- 4.1 **Award Moneys:** Pursuant to the terms and conditions of this Agreement, OLEC awards to Subrecipient a Subaward in an amount not to exceed the amount ("award moneys") set forth in Exhibit B, which amount shall constitute the sole and exclusive consideration offered or furnished by OLEC for the performance of duties and obligations by Subrecipient.
- 4.2 **Payment:** Payment of the award moneys shall be as set forth in Exhibit B.
- 4.3 **Working Capital Advance Payments:** Subject to the approval of the OLEC Project Monitor, an initial request for working capital advance payment may be submitted together with the formal acceptance of this Agreement and shall be limited to the minimum amount needed for the first ninety (90) days of the Project and timed to be in accordance with the actual, immediate cash requirements of the Subrecipient in carrying out the purpose of the Project. Subsequent requests shall be limited to payment for costs incurred and properly invoiced. If, at the time payment request is made, Subrecipient has a cash balance from the initial advance, the payment amount shall be reduced by the amount of the cash balance.
- 4.4 **Program Income:** Program income earned during the term of the Agreement shall be reported on the reports required under this Agreement and shall be deducted from the total costs eligible for reimbursement.

4.5 Interest Accrual:

- a. Subrecipient may deposit award moneys in interest bearing or non-interest-bearing accounts. Subrecipient shall document any interest accrued on award moneys on the reports required under this Agreement.
- b. Any interest accrued on award moneys shall be administered pursuant to 2 CFR 200.305, in that Subrecipient shall promptly, but at least annually, remit to OLEC interest earned on advances. Subrecipient may keep interest amounts up to five hundred dollars (\$500.00) per calendar year for administrative expenses.

4.6 Unspent Award Moneys: Upon expiration or termination of this Agreement, the OLEC Project Monitor shall invoice Subrecipient for all unspent award moneys. Within thirty (30) days after the invoice date, Subrecipient shall return all unspent award moneys to OLEC pursuant to an official check, payable to Treasurer of the State of Ohio.

4.7 Proper Payment Request: A proper payment request shall contain: (a) Subrecipient's name and federal employer identification number (or other identification as appropriate); (b) address to where payment is to be sent; (c) Purchase Order number, which authorizes the purchase of services; (d) description of the services performed and total hours worked; and (e) signature of Subrecipient's Chief Fiscal Officer or equivalent person, certifying that upon a due diligence review and to the best of their knowledge and belief, the information contained in the payment request is correct, all expenditures support the work described, and the payment requested is valid, and the work performed consistent and compliant with this Agreement. Upon receipt and approval of a proper payment request by the OLEC Project Monitor, a voucher for payment shall be processed. Pursuant to Ohio Adm. Code 126-3-01, a payment request is not proper if it contains a defect or impropriety. The OLEC Project Monitor shall notify Subrecipient of any defect or impropriety of a payment request.

ARTICLE V: SUSPENSION OR TERMINATION

5.1 Suspension or Termination: OLEC may, with or without cause, immediately suspend or terminate this Agreement and any obligations incidental thereto, in whole or in part and/or require total or partial refund of any award moneys provided under this Agreement, including interest which may have accrued on such moneys, by providing written notice to Subrecipient. OLEC may, in its discretion, provide Subrecipient a stated period in which to remedy any cause for suspension or termination which is within the control of Subrecipient. As used herein, "cause" includes, but is not limited to a determination by OLEC that there is an unavailability of funds from OLEC's funding source, whether an

appropriation or otherwise; failure by Subrecipient to comply with or satisfactorily perform any duty or obligation required by this Agreement; Subrecipient has not shown or be able to show the ability to perform in a satisfactory manner, including but not limited to, failure to ensure reasonable completion of the Project within the stated Project timelines; Subrecipient has not complied with federal or state laws or regulations; the effective performance of this Agreement is substantially endangered; or any other stated cause.

- 5.2 **Cessation of Activities:** Subrecipient upon receipt of notice of suspension or termination, shall immediately cease work on the suspended or terminated activities, immediately suspend or terminate all subcontracts, if any, relating to the suspended or terminated activities, take all necessary and appropriate steps to limit expenditures, disbursements and minimize costs, and, if requested, within such time stated, furnish a written report, that identifies and details the work perform to that date, accomplishments, evaluations of work activities and such other matters as may be required by OLEC.
- 5.3 **Payment for Services Rendered:** Upon submission of a proper payment request, Subrecipient shall be paid for services rendered up to the date Subrecipient received notice of suspension or termination, less any payments previously made, provided Subrecipient has supported such payments with detailed factual data identifying services performed and hours worked. In the event of suspension or termination, any payments made by OLEC for which Subrecipient has not rendered services or cannot support such payment with the detailed factual data set forth above, shall be refunded to OLEC. Subrecipient agrees to waive any right to, and shall make no claim for, additional compensation against OLEC by reason of such suspension or termination.
- 5.4 **Work Products:** In the event this Agreement is terminated prior to its completion, Subrecipient, upon payment as specified herein, shall deliver to OLEC all work products and documents which have been prepared by Subrecipient while providing services under this Agreement. Unless prohibited by law, such materials shall become the property of OLEC to be used in such manner and for such purpose as OLEC may choose. Subrecipient may retain a copy of the materials as verification of the work performed. This paragraph is not intended to confer upon OLEC the ownership of proprietary instructional materials utilized in connection with training services provided by Subrecipient, or to supersede any rights or interests to any materials based on federal or state law (e.g., R.C. 3345.14 for state colleges and universities).
- 5.5 **Termination of Agreement by Subrecipient:** Subrecipient may terminate this Agreement upon receipt by the OLEC Project Monitor of thirty (30) days prior written signed notice, whereupon termination shall be administered as if commence by OLEC.
- 5.6 **Mutual Termination:** Upon mutual written, signed consent of all parties, this

Agreement may be terminated, in whole or in part, pursuant to the provisions of said mutual consent. Subrecipient shall submit a proper payment request which shall be reviewed pursuant to this Agreement.

- 5.7 **Legal and Equitable Remedies:** OLEC reserves the right to seek all other legal and equitable remedies.

ARTICLE VI: PERFORMANCE

- 6.1 **Independent Contractor:** Subrecipient and subcontractors, if any, and their respective agents, servants and employees, shall fulfill the terms of this Agreement as independent contractors and neither Subrecipient and subcontractors, if any, nor their respective agents, servants or employees, shall at any time, or for any purpose, be considered as agents, servants or employees of OLEC, and as such, are not public employees for the purposes of R.C. Chapter 145 based solely on being a party or participant to this Agreement.
- 6.2 **Subrecipient Responsibilities:** Subrecipient shall be responsible for the hiring of all its employees and support staff and shall furnish its own materials, tools, equipment, computers internet access, software, phone services, office space, and other such things necessary for satisfactory performance under this Agreement. Subrecipient shall be responsible for all Subrecipient's business expenses relating to this Agreement, including, but not limited to, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. As is used in this Agreement, the terms "tasks," "services" and "work" may be read interchangeably.
- 6.3 **OLEC Communication to Subrecipient:** OLEC may, from time to time, communicate specific instructions and requests to Subrecipient concerning the performance of the work described in this Agreement. Upon such notice and within ten (10) days after receipt of instructions, unless a different period is specified in such notice, Subrecipient shall comply with such instructions and fulfill such requests to the OLEC Project Monitor's satisfaction. It is expressly understood by the parties that these instructions and requests are for the sole purpose of performing the specific tasks requested and to ensure satisfactory completion of the work described in this Agreement, and that the management of the work, including the exclusive right to control or direct the manner or means by which the work is performed, remains with Subrecipient.
- 6.4 **Subcontract:** Subrecipient shall be responsible for ensuring the performance of and/or compliance with its duties and obligations arising under this Agreement, including any repayment obligation. Unless subcontracting is authorized in Exhibit A, Subrecipient shall not subcontract duties and obligations under this Agreement without the prior written signed consent of the OLEC

Program Monitor. Subrecipient shall make all subcontracts subject in all respects to the terms and conditions of this Agreement and the work and activities to be performed by subcontractors shall not exceed or vary from the Project without the prior consent of the OLEC Project Monitor. As used in this Agreement, subcontracting shall include, but not be limited to, lower tier covered transactions and contracting with consultants. Subrecipient shall not agree to any provision which seeks to bind OLEC to terms inconsistent with, or at variance from, this Agreement.

- 6.5 **Provisions Inure to Benefit of Parties:** All provisions of this Agreement shall inure to the benefit of and be binding upon, the parties hereto and their respective agents, successors, and assigns; provided neither party may assign any of its respective duties and obligations hereunder, in whole or in part, without the prior written, signed consent of the other. No assignment, if any, shall operate to release Subrecipient from its liability for the performance of its duties and obligations under this Agreement. No party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent. Any assignment, delegation, or transfer not consented to may, at the sole discretion of OLEC, be deemed void.

ARTICLE VII: LIABILITY

7.1 Liability:

- a. Each party shall be responsible for all claims for injury or damages arising from this Agreement which are attributable to its own actions or omissions or those of its trustees, officers, agents, employees, suppliers, third parties utilized by Subrecipient, subcontractors, or joint venturers, while acting under this Agreement, as determined by a court of competent jurisdiction. Such claims shall include any claims made under the Fair Labor Standards Act or under any other federal or state law involving wages, overtime, or employment matters and any claims involving patents, copyrights, and trademarks.
- b. It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, as determined by a court of competent jurisdiction. Each party to this Agreement shall seek its own legal counsel and bear its own cost, including judgments, in any litigation that may arise from the performance of this Agreement.
- c. Notwithstanding any other term or condition in this Agreement, OLEC's liability to Subrecipient for damages, whether in contract or in tort, shall not exceed the total amount of award moneys earned to date under this Agreement or the amount of direct damages incurred by

Subrecipient, whichever is less. Subrecipient's sole and exclusive remedies for OLEC's, an OLEC employee's, or the State's failure to perform under this Agreement shall be as set forth in this paragraph. In no event shall OLEC, any OLEC employee, or the State be liable to Subrecipient for any indirect or consequential incidental, special or punitive damages, including, but not limited to, loss of profits, even if the State, OLEC, or OLEC employees had been advised or knew or should have known of the possibility of such damages. Notwithstanding any language to the contrary, Subrecipient shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents, successors or assign's fault or negligence. OLEC is hereby released from all liability for injury received by Subrecipient, its agents, successor's or assigns while performing tasks, duties and obligations set forth in this Agreement.

- d. If required by this Agreement and communicated to Subrecipient by the OLEC Project Monitor, Subrecipient shall purchase and maintain adequate and appropriate liability insurance.

ARTICLE VIII: RECORDS, AUDITS

8.1 **Time Accounting Codes:** If required by the OLEC Project Monitor, Subrecipient shall develop and utilize approved, unique time accounting codes for personnel coding time under this Agreement that shall be separate and distinct from time accounting codes used by personnel for other sources of income or revenues and that identify the award moneys being used to support the coded activity.

8.2 **Supporting Records:** Subrecipient shall be responsible for the receipt and the expenditure of award moneys and for maintaining adequate supporting records and documentation for award moneys received and expenditures made, consistent with generally accepted accounting practices. Support records and documentation, which shall include agreements, contracts, invoices, vouchers, personnel time accounting records, purchase receipts and other data as appropriate, shall provide:

- a. Accurate, current, and complete accounting of all financial transactions for services performed or entered into under this Agreement,
- b. Identification of the source and expenditure of award moneys,
- c. A comparison of actual costs versus budgeted costs,
- d. Control and accountability for all award moneys, property and other

assets and written assurance that award moneys are used solely for the authorized purpose and are allowable, allocable, and reasonable costs,

- e. Procedures for determining allowable, allocable, and reasonable costs, and
- f. A systematic method to resolve audit findings and recommendations.

8.3 **Record Retention:** In a manner not less stringent than 2 CFR Parts 200 and 1500, Subrecipient shall keep full and complete documentation of all fiscal accounting, and any other record or document required by this Agreement on file for five (5) years after the Project Closure Date. If any litigation, claim, or audit is instituted before the expiration of the five (5) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. All fiscal accounting and other records or documents required by this Agreement shall be maintained in a manner allowing such documentation to be readily accessed.

8.4 **Access to Records:** During the term of this Agreement and until five (5) years after the Project Closure Date or as extended pursuant to paragraph 8.3 above, Subrecipient shall provide OLEC, the State of Ohio and federal authorities, their duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with timely and reasonable access to and the right to examine and copy, or if requested, shall submit to OLEC within two (2) weeks following such written request, any books, documents, papers and records of Subrecipient involving transactions or other activities related to this Agreement.

8.5 **Audit:**

- a. Subrecipient shall comply with the audit requirements of 2 CFR 200 Subpart F, and by June 15 of each year inform the OLEC Project Monitor in writing if such audit is required and provide to the OLEC Project Monitor, within the time instructed, all documents or information requested.
- b. Notwithstanding the above paragraph, OLEC and the State of Ohio, or their duly authorized representatives shall have the right to audit Subrecipient's financial records, and to take such other action as is necessary to verify the accuracy of those financial records.
- c. Subrecipient shall resolve audit findings, including the preparation of a corrective action plan, and comply with any decision issued by the OLEC, and follow up on such findings as directed.

ARTICLE IX: COMMUNICATIONS, PUBLICATIONS AND DATA

- 9.1 **Communications:** Except as provided elsewhere in this Agreement or as may be authorized or required by the OLEC Project Monitor, all notifications, requests, submittals, consents, payment requests or other communications to the Project Representative or OLEC Project Monitor shall be by electronic communications compatible with that used by OLEC. All such communications shall be effective upon the date of receipt by the addressed person
- 9.2 **Publications, Documents, Software, and the Like:**
- a. Subrecipient shall allow OLEC access at a reasonable time and place within the State of Ohio to all documents, information, photographs, software and other materials or property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part, for the purposes of examination and copying.
 - b. Subrecipient shall, at the request of the OLEC Project Monitor, provide the number of copies requested of any documents, information, photographs, software and other materials and property prepared, developed, created, or discovered by Subrecipient under or related to this Agreement, wherein award moneys were expended in whole or in part.
 - c. As to the documents, information, photographs, software and other materials and property described in paragraphs a and b above, OLEC shall have unrestricted authority to reproduce, distribute and use in whole or in part, the same unless otherwise expressly prohibited by law (e.g., R.C. 3345.14 for state colleges and universities). No such documents information, photographs, software and other materials and property shall be subject to copyright by Subrecipient in the United States or any other country.
 - d. OLEC and U.S. EPA reserve a royalty-free, nonexclusive, and irrevocable license and unrestricted right to reproduce, document, publish, disclose, or otherwise use, and authorize others to use, in whole or in part, for state and federal purposes, the copyright in any work developed under this Agreement and any right of copyright to which Subrecipient purchased ownership with award monies.
 - e. All products or publications published under this Agreement, wherein funded in whole or in part by award moneys (including, but not necessarily limited to, fact sheets, brochures, newsletters, newspaper articles and/or advertisements, signs, watershed management plans, quality assurance project plans, home sewage

treatment system plans, design reports, project reports, etc.) shall provide acknowledgment to OLEC and U.S. EPA, as set forth below, to which Subrecipient may add acknowledgement of funding or in-kind support from its partners and members:

This [**choose appropriate project, product, or publication**] was financed in whole or in part through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant. The contents and views, including any opinions, findings, conclusions, or recommendations, contained in this project, product or publication are those of the authors and have not been subject to any Ohio Lake Erie Commission or United States Environmental Protection Agency peer or administrative review and may not necessarily reflect the views of the Ohio Lake Erie Commission or United States Environmental Protection Agency. and no official endorsement should be inferred.

- f. Public announcements, regardless of media used, for workshops, conferences, demonstration days or other outreach events, wherein funded in whole or in part by award monies, shall contain a statement that the workshop, conference, demonstration, or other outreach event has been funded through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant.

- 9.3 **Patent or Copyright Infringement:** Subrecipient shall report to the OLEC Project Monitor promptly and in reasonable written detail, each known notice or claim of patent or copyright infringement on this Agreement. In the event of any claim or suit against the State, on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed hereunder, Subrecipient shall furnish, within thirty (30) days, when requested in writing by the OLEC Project Monitor, all evidence and information in possession of Subrecipient pertaining to such suit or claim.

ARTICLE X: DEBARMENT

10.1 **Federal Debarment:**

- a. By entering into this Agreement, Subrecipient hereby certifies, affirmatively represents and warrants to OLEC that Subrecipient and its principals are not excluded or disqualified from entering into covered transactions under 2 CFR Part 180, as implemented and supplemented by 2 CFR Part 1532, and should this certification,

representation and warranty be deemed to be false, this Agreement shall be *void ab initio* and any award moneys paid pursuant to this Agreement shall be immediately repaid to OLEC or an action may be immediately commenced by the State of Ohio or United States Government for recovery of said money.

- b. Subrecipient shall comply with 2 CFR Part 180 Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by 2 CFR Part 1532. Subrecipient shall be responsible for ensuring that any lower tier covered transaction, as described in 2 CFR Part 180 Subpart B, Covered Transactions, includes a term or condition requiring compliance with Subpart C. Subrecipient shall be responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay of payments, the suspension or termination of this Agreement, or pursuance of legal remedies including but not limited to suspension or debarment.
- c. Subrecipient when entering into a covered transaction with another person at the next lower tier, shall verify, pursuant to 2 CFR 180.300, that said person is not excluded or disqualified.

- 10.2 **State Debarment:** Subrecipient represents and warrants that it is not debarred from consideration for contracts or awards by the Director of the Department of Administrative Services, pursuant to either R.C. 153.02 or 125.25. If this representation and warranty is found to be false, this Agreement is *void ab initio* and Subrecipient shall immediately repay to OLEC any award moneys paid under this Agreement and an action may be immediately commenced for recovery of such moneys.

ARTICLE XI: Federal Related Terms and Conditions

- 11.1 **Federal General Terms and Conditions:** Subrecipient shall comply with applicable U.S. EPA General Terms and Conditions at <https://www.epa.gov/grants/grant-terms-and-conditions#general>. In determining compliance and applicability, Subrecipient shall be substituted for the term "recipient" where the sense requires. Any questions of applicability and compliance shall be determined by the OLEC Project Monitor.
- 11.2 **Cybersecurity Condition:** Subrecipient, when collecting and managing environmental data under this Agreement, shall protect the data by following all applicable Ohio and federal cybersecurity law, rules, regulations, and requirements. Subrecipient shall ensure that any connections between Subrecipient's network or information system and the State or U.S. EPA networks used by Subrecipient to transfer data under this Agreement are

secure. For purposes of this paragraph, a connection is defined as a dedicated persistent interface between the State or U.S. EPA IT system and an external IT system for the purpose of transferring information. Transitory, user- controlled connections such as website browsing are excluded from this definition. If Subrecipient's connections, as defined above do not go through the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange, Subrecipient shall contact the U.S. EPA Project Officer and work with the Regional/Headquarters Information Security Officer to ensure that the connections meet U.S. EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by Subrecipient into systems operated and used by U.S. EPA's regulatory programs for the submission of reporting and/or compliance data.

Any subcontracts or subawards made under this Agreement shall require compliance with the requirements of this cybersecurity condition if said network or information system is connected to State or U.S. EPA networks to transfer data using systems other than the Environmental Information Exchange Network or U.S. EPA's Central Data Exchange. Subrecipient shall be compliant with this condition: by including this requirement in subcontracts and subawards and during monitoring deemed necessary by the OLEC Project Monitor under 2 CFR 200.332(d), by inquiring whether the subcontractor has contacted the U.S. EPA Project Officer.

Subrecipient shall inform the OLEC Project Monitor within five (5) days of contacting the U.S. EPA Project Officer.

- 11.3 **Signage:** Subrecipient shall place a sign at each on-the-ground protection or restoration projects supported under this Agreement. The sign shall display the Great Lakes Restoration Initiative, U.S. EPA, and OLEC logos, in a manner that informs the public that the project is funded through a subaward from the Ohio Lake Erie Commission, with moneys provided from a United States Environmental Protection Agency grant. The signs shall be placed in a visible location that can be directly linked to the work taking place and shall be maintained in good condition throughout the project period and for a reasonable time thereafter, as determined by the OLEC Project Monitor. Reasonable signage costs are considered an allowable.
- 11.4 **Public or Media Events:** Subrecipient shall notify the OLEC Project Monitor of public or media events or news releases publicizing the accomplishment of significant events related to this Agreement and provide the opportunity for attendance and participation or a statement by federal and state representatives, with at least twenty (20) working days' advanced notice.

- 11.5 **Health, Lab and Field Activities:** Health, lab and field activities conducted under this Agreement shall be in accordance and compliance with all applicable laws, rules, regulations and guidelines.
- 11.6 **Best Management Practices:** Subrecipient shall properly operate and maintain any best management practices ("BMPs") implemented through this award in accordance with design standards and specifications. When designing, implementing, and/or maintaining the Project, Subrecipient shall consider the potential impacts of increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy on the planned Project; and to the maximum extent feasible, incorporate resilience to such potential impacts into the Project's design, implementation, and operation.

Within ninety (90) days after the effective date of this Agreement, Subrecipient shall provide the OLEC Project Monitor with documentation of the anticipated useful life period, in terms of years, of the BMPs, and assurances that the BMPs will be properly operated and maintained through the useful life period. Failure to provide the above BMP documentation within the prescribed period may result in delayed processing of payment requests. BMP installation costs incurred prior to submittal of the above documentation may be ineligible, within the sole discretion of the OLEC Project Monitor for reimbursement under this Agreement.

- 11.7 **Disposition of Waste:** Disposal of all wastes shall be in accordance with state and federal regulations and rules and is the responsibility of Subrecipient.
- 11.8 **Timely Fiscal Expenditures:** Subrecipient shall ensure that award monies are expended timely, commensurate to the progression of Project. To ensure compliance with unliquidated obligations policies, Subrecipient shall notify the OLEC Project Monitor of potential drawdown delays that exceed 180 days.
- 11.9 **Geospatial Data:** All geospatial data created shall be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this Agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the OLEC Project Monitor in digital format as follows: (a) original electronic copy on CD or email Attachments. Macintosh, Windows, and all major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, or (b) Hypertext markup language, (HTML); or "PDF" version.

All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

- 11.10 **Competency of Organizations Generating Environmental Measurement Data:** In accordance with U.S. EPA Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under U.S. EPA -Funded Assistance Agreements, Subrecipient agrees, by entering into this Agreement, that it has demonstrated competency prior to award, or alternatively, were a pre-award demonstration of competency is not practicable, Subrecipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Subrecipient shall maintain competency for the duration of the project period of this Agreement and this shall be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf>.
- 11.12 **National Historic Preservation Act:** Subrecipient shall comply with the National Historic Preservation Act.

ARTICLE XII: AGREEMENT

- 12.1 **Agreement:** This Agreement contains the entire agreement between the parties and supersedes all other agreements, oral or written, between the parties with respect to the subject matter herein. Except as otherwise specified in this Agreement, this Agreement may not be modified, amended, or supplemented, or rights herein waived, except upon written, signed consent by the parties, provided that any such modification, amendment, supplementation or waiver shall comply with and be subject to any statutory or regulatory requirements placed upon OLEC's authority to enter into agreements. The provisions of this Agreement are severable and independent, and if any provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- 12.2 **Headings:** Headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- 12.3 **Controlling Law/Jurisdiction:** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the

laws of the State of Ohio. Subrecipient hereby irrevocably consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

- 12.4 **Current Version and Incorporation by Reference:** Where this Agreement references or cites to a state or federal law, statute, rule, or regulation, or for documents that are attached hereto, and where compliance is to be achieved with the referenced, cited or attached law, statute, rule, regulation or attached document, such law, statute, rule, or regulation is hereby incorporated by reference as if fully rewritten herein as it exists at the effective date of this Agreement and as such law, statute, rule, regulation, or document, may from time to time be amended or modified during the term of this Agreement.

ARTICLE XIII: STATE OF OHIO EXECUTIVE ORDERS

13.1 **State of Ohio Executive Orders:**

- a. To the extent this Agreement involves the purchase of clothing, Subrecipient is prohibited from purchasing or arranging for clothing from any supplier that is in noncompliance with applicable laws, including but not limited to laws establishing standards for wages, occupational safety, and work hours. Subrecipient hereby represents and warrants that it is not using any sweatshop, as described by State of Ohio Executive Order No. 2008-21S, in the production of clothing supplied under this Agreement.
- b. Pursuant to State of Ohio Executive Order Nos. 2008-12S and 2008-13S, Subrecipient shall make a good faith effort to purchase from Ohio companies and from Minority Business Enterprises (MBE) and Encouraging Diversity, Growth and Equity (EDGE) program vendors the goods and services acquired under this Agreement.
- c. Subrecipient affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the Subrecipient performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided the State in this Agreement.
- d. Subrecipient also affirms, understands, and agrees to disclose the principal location of business for the Subrecipient and subcontractors who are supplying services and immediately notify the OLEC Project Monitor of any change or shift in the location(s) of services performed by Subrecipient or its subcontractors under this Agreement and no

services shall be changed or shifted to a location(s) that are outside of the United States.

- e. If Subrecipient or any of its subcontractors perform services under this Agreement outside the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services, purchase or investments shall be treated as a material breach of this Agreement. The State is not obligated to pay and shall not pay for such services, purchases, or investments.
 - i. If Subrecipient or its subcontractors perform any such services, purchases, or investments, Subrecipient shall immediately return to the State all funds paid for those services, purchases, or investments. The State may also recover from Subrecipient all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of Subrecipient performing services outside the U.S or purchases of services from or investments in Russian institutions and companies
 - ii. The State, in its sole discretion, may provide written notice to Subrecipient of a breach and permit Subrecipient to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from Subrecipient any costs associated with acquiring those substitute services.
 - iii. Notwithstanding the State permitting a period of time to cure the breach or Subrecipient's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Agreement, including but not limited to recovery of funds paid for services Subrecipient performed outside the United States.

ARTICLE XIV: PROHIBITIONS / COMPLIANCE

14.1 **Contracts to Perform Substantially Identical Work:** Subrecipient warrants that it has not entered into, nor shall it enter into, other contracts or agreements without prior written approval of the OLEC Project Monitor to perform substantially identical work for the State such that the product contemplated hereunder duplicates the work called for by the other contracts or agreements.

14.2 **Nondiscrimination / Written Affirmative Action Plan:**

- a. Subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall take affirmative

action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. 41 CFR 60-1.4(b).

b. **Written Affirmative Action Plan:**

- i. R.C. 125.111(B) provides that all contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in R.C. 122.71(E)(1). Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the Ohio Department of Administrative Services.
- ii. Subrecipient affirms that it has read and understands the above, and is compliant therewith, if applicable, in the performance of this Agreement.

14.3 **Human Trafficking:** Subrecipient and any person acting on behalf of Subrecipient shall not engage in trafficking of persons; procure a commercial sex act or use forced labor in the performance of this Agreement.

14.4 **Smoke Free and Drug-free Workplaces:** Subrecipient shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances regarding smoke-free and drug-free workplaces and shall make a good faith effort to ensure that none of its employees engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

14.5 **Statutory Conflicts and Contributions:**

- a. None of the rights, duties, and obligations herein shall be binding on either party if this Agreement would be or conflicts with, R.C. 3517.13, R.C. 127.16, or R.C. Chapter 102.
- b. Pursuant to its standard operating procedures and a due diligence inquiry, Subrecipient hereby certifies, to the best of its knowledge, that

Subrecipient, its partners, officers, directors, shareholders, or spouses of any such person have not made contributions in excess of the limitations specified in R.C. 3517.13.

- c. Subrecipient shall not use any award monies to solicit donations or memberships to Subrecipient's organization. Use of or reference to, this Agreement, or the existence thereof, by Subrecipient to promote the business of Subrecipient is prohibited, unless otherwise consented to in writing by the OLEC Project Monitor.
- d. In the performance of this Agreement, neither Subrecipient nor its personnel shall, prior to the completion of the duties and obligations of this Agreement, acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of duties and obligations with respect to this Agreement.
- e. Any person who acquires, whether voluntarily or involuntarily, an incompatible or conflicting personal interest in contravention of this paragraph shall immediately disclose said interest to the OLEC Project Monitor in writing. Thereafter, said person shall not participate in any action affecting the work under this Agreement, unless the OLEC Project Monitor determines that, in light of the personal interest disclosed, participation in any such action would not be contrary to the public interest.
- f. Subrecipient certifies, represents, and warrants that Subrecipient and those employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws. Subrecipient further certifies, represents, and warrants that in the performance of this Agreement, Subrecipient shall at all relevant times comply with R.C. 102.04, and ensure that Subrecipient's employees comply with said Statute.
- g. In the performance of this Agreement, any of the persons enumerated in the above paragraph who are not in compliance with R.C. 102.04 shall immediately disclose said noncompliance to the OLEC Project Monitor in writing. Thereafter, such person(s) shall not participate in any action affecting any work under this Agreement.

- 14.6 **Lobbying:** Subrecipient shall not use any award moneys to support any political campaign for elective office, support attempts to lobby legislation before a legislative body or administrative agency, engage in lobbying of the federal, state, or local government or in litigation against the State of Ohio or United States unless authorized by law. Subrecipient shall comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and the Byrd Anti-Lobbying Amendment, (31 U.S.C. 1352).

- 14.7 **Self-Promotion:** Use of or reference to, this Agreement, or the existence thereof, by Subrecipient to promote the business of Subrecipient is prohibited, unless otherwise consented to in writing by the OLEC Project Monitor.
- 14.8 **R.C. 9.24:** Subrecipient represents and warrants that it is not subject to an “unresolved” finding for recovery under R.C. 9.24. If this warranty is deemed to be false, this Agreement shall be *void ab initio* and Subrecipient shall immediately repay to the State any award moneys paid under this Agreement.
- 14.9 **Compliance Assistance:** In the performance of the duties and obligations under this Agreement, Subrecipient shall comply with and/or assist OLEC in compliance with, all applicable federal, state, local laws, regulations (rules, ordinances), assurances, circulars, and orders whether or not specifically set forth or referenced in this Agreement, or as may be applicable to work performed under this Agreement.

ARTICLE XV: COMPLIANCE WITH APPENDIX II TO 2 CFR 200

- 15.1 As applicable, in addition to other provisions required by U.S. EPA or OLEC, all subcontracts made by Subrecipient which involve the expenditure of award moneys shall contain provisions covering the following:
- a. Subcontracts for more than the simplified acquisition threshold shall address administrative, contractual, or legal remedies in instances where subcontractors violate or breach subcontract terms and provide for such sanctions and penalties as appropriate.
 - b. Subcontracts in excess of \$10,000 shall address termination for cause and for convenience by Subrecipient, including the manner by which it will be effected and the basis for settlement.
 - c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all subcontracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 shall include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
 - d. Davis–Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by Subrecipient shall include a

provision for compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, subcontractors shall be 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. In addition, subcontractors shall be required to pay wages not less than once a week. Subrecipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a subcontract shall be conditioned upon the acceptance of the wage determination. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor. Subcontracts shall also include a provision for compliance with the Copeland “Anti– Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient shall report all suspected or reported violations to the OLEC Project Monitor.

- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all subcontracts awarded by Subrecipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each subcontractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the subaward meets the definition of “funding agreement” under 37 CFR

- § 401.2 (a) and the Subrecipient wishes to enter into a subcontract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the subcontractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by U.S, EPA and OLEC.
- g. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended. Subcontracts in an amount in excess of \$150,000 must contain a provision that requires the subcontract or to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Region 5, U.S. EPA.
- h. Debarment and Suspension (Executive Orders 12549 and 12689). A subcontract award (see 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 13520). Subcontractors that apply or bid for an award exceeding \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Subrecipient shall comply with 40 CFR Part 34, New Restrictions on Lobbying.
- j. 2 CFR 200.323 (Procurement of recovered materials).

- k. 2 CFR 200.216 (Prohibition on certain telecommunications and video surveillance equipment or services).
- l. 2 CFR 200.322 (Domestic preferences for procurements)

ARTICLE XVI: QUALITY ASSURANCE SYSTEM

- 16.1 **Scope:** Quality assurance applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the Project that contain environmental data operations.

Subcontracts shall include appropriate quality requirements. Subrecipient is accountable for all work performed on the Project, including any portion of the work subcontracted.

- 16.2 **Quality Document Requirements:** If implementing environmental programs, Subrecipient shall submit an approvable Quality Assurance Project Plan ("QAPP") at least ninety (90) days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.12, Subrecipient shall develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A QAPP provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP shall be prepared in accordance with (IAW) EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

Subrecipient shall ensure that no environmental data collection, production, or use occurs without QAPP approval by the OLEC Project Monitor, except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, Subrecipient shall modify the QAPP and submit the revision to the OLEC Project Monitor for approval. Only after approval shall the modification be implemented.

Subrecipient shall submit previously approved QAPPs proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s). The OLEC Project Monitor shall notify Subrecipient in writing if the previously approved QAPP is acceptable for this Agreement.

When Subrecipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the OLEC Project

Monitor may allow Subrecipient to review and approve that organization's QAPP. Subrecipient shall provide the approved QAPP to the OLEC Project Monitor.

Subrecipient with an approved Quality Management Plan ("QMP") shall continue to implement and adhere to the approved QMP. Subrecipient shall provide project-level quality documentation to the OLEC Project Monitor prior to the initiation of relevant work activities.

ARTICLE XVII: MISCELLANEOUS CONDITIONS

- 17.1 **False Claims:** Subrecipient shall promptly refer to U.S. EPA's Inspector General and/or the Ohio Inspector General any credible evidence that any person has submitted a false claim under the False Claims Act or committed any other civil or criminal violation of law involving award moneys.
- 17.2 **Procurement:** Subrecipient shall employ its own procurement procedures, provided said procedures comply with applicable federal and state law and regulations or rules.
- 17.3 **Mailing Lists:** If requested, Subrecipient shall include the OLEC Project Monitor on all or specifically requested mailing lists.
- 17.4 **Inability to Meet Outputs / Outcomes:** Subrecipient shall inform the OLEC Project Monitor as soon as problems, delays, or adverse conditions that will materially impair Subrecipient's ability to meet the outputs/outcomes specified in the project's scope of work, work plan or comparable activities or tasks, are known.
- 17.5 **Interchangeable Terms:** As used in this Agreement:
- a. Subcontract shall include subaward and vis a versa, and
 - b. OLEC, Executive Director, and OLEC Project Monitor may be read interchangeably, in the sense requires.

By signing below, Subrecipient assures and certifies that the specific information detailed in this Agreement is current, accurate and complete, and that Subrecipient has the legal authority to apply for State and Federal assistance, and the institutional, managerial and financial capability to ensure proper administration of this Agreement and proper planning, management and completion of the project described in this Agreement.

By signing below, Subrecipient further assures and certifies that Subrecipient and its principals, to the best of its knowledge and belief:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving any state or federal awards, grants, contracts or the like,
- b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public {federal, state, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property,
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph b, and
- d. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

By signing below, Subrecipient further assures and certifies that Subrecipient had the opportunity to discuss this matter with and obtain advice from legal counsel of its choosing, has carefully read and fully understands the provisions of this Agreement, understands that this Agreement is generic to OLEC federal grant subawards, and as such, certain clauses may not be applicable to certain situations, and has knowingly and voluntarily entered into this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by officials thereunto duly authorized as of the date and year signed below.

Kathleen DeRose
Subrecipient's Signature

3/4/26
Date

Kathleen DeRose
Print Name

Director of Finance & Interim CFO
Print Title

Joy Mulinex, Executive Director, OLEC
for John Logue, Chair, OLEC

Date