

**Ohio Department of Natural Resources  
Division of Forestry  
Forest Restoration Bid Prospectus**

**Date:** October 9, 2012

The Ohio Department of Natural Resources, Division of Forestry, 2045 Morse Road, H-1, Columbus, Ohio 43229 requests bid proposals for forest restoration services on approximately **70.0 acres of land located in two Ohio counties as listed below in Table 1**. The bid opening shall be Tuesday, **October 23, 2012 at 2:00 pm** at the Division of Forestry office at 2045 Morse Road, Building H-1, Columbus, Ohio.

**NOTE: Costs by project are requested on the bid form. Vendors may bid on one project or both; the bids for each project will be evaluated separately and independently.**

**Table 1: Summary of Reforestation Services**

Project No.	County	Tree Planting Acres	Current Cover -Planting Area	Site Prep for Tree Planting	Tree Planting Spacing	Estimated No. of Bareroot Seedlings to Plant	Species to Plant	Maintenance Activities After planting
1	Fulton	3.0 acres total; includes three separate 1-acre areas on same property	Weeds present; surrounded by warm season (prairie) grasses	Mow in fall/winter & spray herbicide at time of planting	8'x8'	1700 trees; 400 shrubs	Tree: Arborvitae Shrubs (at least 2): American Cranberry bush, American Plum, Black chokeberry, Sargent crabapple, Washington hawthorn, Spicebush	none
2	Guernsey	67.0 acres	Dense weeds present but planting rows were mowed & sprayed fall 2012.	Spray herbicide at time of planting	8'x8'	45,600 trees	Black walnut, red oak, yellow poplar, white oak, pin oak, swamp white oak, sycamore, silver maple	none
<b>Total</b>		<b>70.0 acres</b>				<b>47,300</b> bareroot trees; <b>400</b> bareroot shrubs		

**Scope of Work and Site Descriptions:**

Work will include forest restoration activities at 2 different project sites, located in two (2) Ohio counties. Both project sites are located within the boundaries of conservation easements purchased and held by the USDA Natural Resources Conservation Service through their Emergency Watershed Protection Program, Floodplain Easements (EWPP-FPE). Project sites are generally open fields that were planted to trees in 2011, but due to high mortality of seedlings need to be replanted. Lump sum bids will be accepted for each of the two project

sites, as outlined in Table 1. These will be bottomland tree plantings. A bid on at least one of the project sites in Table 1 is **required**, but you may choose to bid on both. Both project sites have good access from local or state-maintained roads. Current conditions at the project sites vary, but following the unsuccessful reforestation in 2011, they have a mixture of weeds and scattered tree seedlings. For access questions or additional site information, please contact the project manager listed on page 4 of this prospectus.

### **Specifications for Reforestation Services (Table 1):**

All tree and shrub plantings shall be completed between March 1<sup>st</sup> and April 30<sup>th</sup> of 2013. The Division of Forestry has the right to suspend planting operations for unsuitable conditions. Because the project sites are floodplain areas, wet soil conditions can be expected.

Prior to planting, a pre-planting meeting shall be held between the vendor(s) and the Division of Forestry to discuss the site layouts and planting operations. The vendor shall notify the Division of Forestry at least two business days prior to the beginning of tree and shrub planting.

The spacing that trees shall be planted is 8 foot by 8 foot spacing. Trees can be planted by hand or by tree planting machine; however, consultation with the Division of Forestry will be required prior to any machine planting, due to the wet nature of the floodplains in these projects. Tools such as dibble bars, wide dibble bars, planting shovels, or hoedads may be used as long as the planting hole is of sufficient size to allow adequate room for tree root systems.

All trees must be planted in mineral soil. All trees must be planted firmly, in a vertical position. Loose or leaning trees will not be acceptable. Trees shall be planted with straight roots and there shall be no air-pockets in the planting hole. Trees shall not have J-shaped, L-shaped, or twisted roots. Trees shall be planted with the root collar 1” to 3” below the ground surface. Trees shall not be unreasonably “stomped-in” with a boot. Root pruning of the bareroot seedlings shall be kept to minimum in the field. Failure to adhere to planting quality standards shall result in a reduction of payment based on a percentage of quality observed by the planting inspector.

To prevent desiccation of seedlings in the field, all trees shall be carried and stored in appropriate containers during the planting operation. Vinyl tree planting bags are acceptable. Trees are not permitted to be carried in buckets or other containers without the approval of the Division of Forestry.

#### Purchase, Transportation, and Storage of Seedlings:

Reforestation will be done primarily with bottomland hardwood tree species that will include a mix of the tree species listed in Table 1. The successful contractor is responsible for purchasing, storing, and transporting tree and shrub seedlings. Every effort should be made to utilize seedlings from Ohio or bordering states. Seedlings should be suitable for Ohio’s hardiness zones, 5a to 6a (e.g., not from a seed source in warmer climates like southern USA).

Cold storage (34-38° F) is the preferable means of holding seedlings that cannot be planted immediately. Seedlings shall not be stacked more than three bundles high during cold storage nor be stored on the floor or in tight quarters which will inhibit air circulation.

Trees shall be protected from sun and wind during transportation by covering the bundles with vinyl reflective seedling protection tarp or taking similar measures. All trees shall remain covered by a vinyl reflective seedling protection tarp or other approved protective material at all times while on-site planting is occurring.

#### Herbicide Application:

Herbicide shall be applied on project sites as indicated in Table 1 (where “spray” is recommended) for herbaceous weed control. The contractor is responsible for all herbicide, equipment, labor, storage, and clean-up. There shall be at least 3 feet of treated width along each row of planted trees.

The contractor shall follow all label instructions and apply the herbicide at the application rate specified for reforestation, and use the handling as specified by the manufacturer's recommendation. With the sites occurring in floodplain areas, special herbicides may be necessary that are suitable for application near water bodies. The application of the herbicide shall be controlled and metered from the spraying equipment to confirm and control the rate of application. The contractor's metered equipment shall be in good working order and reviewed prior to planting.

Tree and Shrub Establishment Maintenance Activities:

No maintenance activities after planting are required for either project site.

**Inspection and Payment:**

The project sites for all reforestation work shall be inspected by a Division of Forestry forester or other party designated by the Division of Forestry. For tree and shrub plantings, inspectors shall evaluate the spacing, planting, and quality of the planting job. Any problems with the planting job shall be adequately addressed prior to payment.

**Contractor Responsibilities:**

The successful vendor shall furnish all labor, materials, supplies, and any related equipment to complete this project. The successful vendor is responsible for the purchase, transportation, and storage of trees and shrubs as outlined above. The successful vendor must provide proof of liability insurance prior to entering into contract.

Planting may not start until copies of all contracts have been signed by the Director of the Department of Natural Resources. Expect at least three (3) weeks from the date of contract signing until final Department clearance before the project may be started. The actual time, however, may be more or less.

The successful contractor will submit invoices to the Division of Forestry upon completion of services (by project) but no more than monthly. If invoices include multiple projects, as outlined in Tables 1 of this prospectus, each project will be itemized in the invoice. Quarterly reporting of personnel time in payroll hours is also required, as indicated in Section II of the Supplement Terms and Conditions associated with ARRA funding (see page 7 of prospectus).

**Bidding Policy:**

The act of bidding indicates an implied commitment to sign a personal services agreement. Please submit your bids in an envelope with **Division of Forestry – EWPP Forest Restoration Bid** clearly marked on the front outside of the envelope.

Potential bidders shall furnish a bid on the supplied bid form. This restoration work will be bid as a lump-sum for each project site.

The State reserves the right to refuse any or all bids.

**Finding for Recovery:**

**Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a bid, bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this bid, without notifying the Agency of such finding.**

**If the warranty was false on the date the parties signed this Agreement, this Agreement is void and shall be treated as if it never existed.**

**Disclaimer:**

All information within this prospectus is accurate to the best of the Division's knowledge and is provided for the bidders general knowledge. However, the Division does not guarantee the accuracy of any part. The Division urges all prospective bidders to thoroughly read this bid prospectus. Contact the Project manager (listed below) with any questions or requests for additional information about the services to be contracted. Samples of contracts are available for review prior to bidding.

**Project Manager Contact Information:**

For additional information, please contact: **Cotton Randall, 2045 Morse Road, H-1, Columbus, Ohio 43229; Telephone: 614-265-6667; email: [Cotton.Randall@dnr.state.oh.us](mailto:Cotton.Randall@dnr.state.oh.us) .**

## SPECIAL TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments will become part of the final Contract Terms and Conditions.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS: The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required “responsibility” analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.

INSURANCE COVERAGE: The successful contractor will provide documentation of insurance coverage prior to entering into contract.

### DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION (DMA)

The Bidder being awarded this Contract must:

1. review the Terrorist Exclusion List at [http://www.publicsafety.ohio.gov/links/terrorist\\_exclusion\\_list.pdf](http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf)
2. complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form <http://www.publicsafety.ohio.gov/links/HLS0038.pdf> and submit this with your bid response.

Failure to complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form may result in the bidder being deemed not responsive and/or may invalidate any Contract award. If not submitted with the bid response, the bidder will have seven (7) calendar days, after notification, to submit the form.

SUPPLEMENT TERMS AND CONDITIONS FOR PROJECTS FUNDED IN WHOLE OR IN PART WITH MONEYS FROM THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (ARRA)

ARRA FUNDED PROJECT

Funding for this contract has been provided through the American Recovery and Reinvestment Act of 2009 (ARRA), and is subject to the reporting and operational requirements of ARRA. All contractors, including both prime and subcontractors, are subject to audit by appropriate federal or state entities. The state has the right to cancel, terminate, or suspend the contract if any contractor or subcontractor fails to comply with the reporting and operational requirements contained herein.

I. ACCESSIBILITY TO RECORDS AND PROJECT SITES

**A. Comptroller General of the United States Authority to Inspect**

Pursuant to Section 902 of ARRA the Comptroller General of the United States and his representatives have the authority to:

1. Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of the contractor or any subcontractors, or of any State of local government agency administering the contract, regarding such transactions; and
3. Designate a time and place to examine those records and interview those officers and employees described above.

**B. Inspector General Authority to Inspect**

**Pursuant to Section 1515(a) of ARRA, an Inspector General or any representative of an Inspector General has the authority to:**

1. Examine any records of the contractor (vendor, bidder) or any of the subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. Interview any officer or employee of the contractor or any of the subcontractors, or of any State or local government agency administering the contract, regarding such transactions; and
3. Designate a time and place to examine those records and interview those officers and employees described above.

**C. Contractor** (vendor, bidder) shall include **verbatim** in all of the contractor's agreements with its subcontractors from whom the contractor acquires goods or services in its execution of the ARRA funded Work, the language provided in Parts A and B of this section.

## II. TIMELY AND ACCURATE REPORTING

### **Quarterly report detailing:**

- An accounting of the number of payroll hours expended during each federal fiscal quarter. Reporting periods end 3/31, 6/30, 9/30 and 12/31.

## III. EQUAL EMPLOYMENT OPPORTUNITIES

**In addition to the State's equal employment opportunity requirements set forth in the contract, by the signature affixed to this bid, the contractor and any subcontractor agrees that they comply with all of the following federal laws for employment, discrimination, etc. The State may consider the failure to comply with any of the below listed laws, rules, and executive orders as a breach of contract and may result in termination of the contract.**

### **Federal Laws:**

- Title VI & Title VII of Civil Rights Act of 1964
- Equal Pay Act of 1962
- Age Discrimination in Employment Act of 1967
- Title IX of Educational Amendments of 1972
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title I & Title V of Americans with Disabilities Act of 1990
- Fair Housing Act
- Fair Credit Reporting Act
- Equal Educational Opportunities Act
- Uniform Relocation Act

## IV. JOB POSTING

**The contractor shall post all jobs created resulting from the award of the contract and the use of ARRA funds and all jobs retained resulting from the award of the contract and the use of ARRA funds on [www.ohiomeansjobs.com](http://www.ohiomeansjobs.com), and on <https://jfs.ohio.gov/workforce/jobseekers/onestopmap.stm>. For purposes of this contract, and as defined by the Federal Office of Management and Budget, "jobs created" are those positions created and filled, or previously existing unfilled positions that are retained as a result of ARRA funding. "For purposes of this contract, "jobs retained" are those previously existing filled positions that are retained as a result of ARRA funding.**

V. PROTECTIONS FOR INDIVIDUALS REPORTING COMPLIANCE ISSUES

- A. Pursuant to Section 1553 of ARRA, the Contractor and all subcontractors are prohibited from discharging, demoting, or otherwise discriminating against any contractor or subcontractor employee as a reprisal for disclosing the following information that the employee reasonably believes is evidence of:
1. gross management of the contract relating to funds for the Project;
  2. gross waste of ARRA funds;
  3. substantial and specific danger to public health or safety related to the implementation or use of ARRA funds;
  4. an abuse of authority related to the implementation of or use of ARRA funds; or
  5. a violation of law, rule, or regulation or related to the contract (including the competition for or negotiation of the contract) relating to ARRA funds.
- B. The Inspector General shall receive and investigate all complaints alleging a violation of the terms in part A of this section.
- C. All employers receiving ARRA funds shall post notice of employee rights as described above in conspicuous locations with other required employee rights information.

VI. CONSTRUCTION PROJECTS

**For those construction projects for which the state uses ARRA funds for the construction, alteration, maintenance, or repair of a public building, the following conditions apply:**

**A. Buy American**

1. Products: Pursuant to Section 1605 of ARRA, all steel, iron, and manufactured goods used in the construction project must be produced in the United States:
2. Exception: The requirement set forth in Part 1 of this section shall not apply only if the appropriate federal agency determines one of the following:
  - a) The application of the requirement in Part 1 of this section would be inconsistent with the public interest;
  - b) That (1) an insufficient amount of steel, iron, or relevant manufactured goods were produced in the United States or (2) that a reasonable amount of steel, iron, or relevant manufactured goods were available or (3) that a reasonable amount of the available steel iron, or relevant manufactured goods of satisfactory quality were not available;

- c) That by applying the requirement set forth in Part 1 of this section would increase the **overall cost of the project** by more than twenty-five percent (25%);
3. A contractor and subcontractor must comply with the above requirement unless the contractor or subcontractor provides a waiver from the appropriate federal agency stating that a least one of the above reference exceptions applies. A contractor may seek an exception to the Buy American requirements by appealing to the appropriate federal agency pursuant to rules and regulations in 2CFR Part 176 Volume 74, No 77,
4. The State and the contractor shall apply the Buy American requirements set forth in this section in a manner consistent with United States obligations under international agreements.

## **B. Prevailing Wage Rates and Labor Standards**

1. The contractor and subcontractors shall pay all laborers and mechanics employed by contractor or subcontractors on the Project not less than the prevailing wage determined under the “Davis-Bacon Act” (USC 276a-a5) for similar work in the civil subdivision for which the laborers and mechanics perform the work. In addition, the contractor and subcontracts shall pay all laborers and mechanics overtime compensation in accordance with the provisions of the “Contract Work Hours and Safety Standards Act” (40 USC 327-333)
2. The contractor and subcontractors shall comply with all regulations issued pursuant to the above referenced Acts and with all applicable federal and state laws and regulations.

# EWPP FOREST RESTORATION BID FORM

Bid Opening: **October 23, 2012 at 2:00 P.M.**

Ohio Department of Natural Resources

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

Division of Forestry

2045 Morse Rd., H-1

Columbus, Ohio 43229

ATTENTION: Cotton Randall, EWPP Forest Restoration Bid

**Table 1 - Summary of Reforestation Services:**

Project No.	County	Tree Planting Acres	Site Prep for Tree Planting	Tree Planting Spacing	Estimated No. of Bareroot Seedlings to Plant	Estimated Costs Per Project (\$)
1	Fulton	3.0 (three 1-acre areas)	Mow in fall/winter 2012, spray at planting	8'x8'	1700 trees; 400 shrubs	
2	Guernsey	67.0	Spray at planting	8'x8'	45,600 trees	
<b>Total</b>		<b>70.0</b>			47,300 bareroot trees; 400 bareroot shrubs	

**Reforestation Services:**

\_\_\_\_\_ hereby bid the lump sum of \$ \_\_\_\_\_ for  
(I or We)

reforestation services for project numbers \_\_\_\_\_ on sites located in Ohio as listed in Table 1. This bid is for tree/shrub plantings, including site preparation as indicated in Table 1. All initial plantings must be completed under the timeline indicated in the bid prospectus, which calls for the plantings to be completed by April 30, 2013. Invitation to bid on these projects was advertised on **October 9, 2012**.

**Bidders Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number(s):**(\_\_\_\_\_) \_\_\_\_\_, (\_\_\_\_\_) \_\_\_\_\_, (\_\_\_\_\_) \_\_\_\_\_,

**Social Security Number/Tax Identification Number:** \_\_\_\_\_

**I have the authority to submit this bid and do so in my respective capacity:**

\_\_\_\_\_  
**(Signature)**

Note: The submission of a Bid will constitute an incontrovertible representation by the Bidder that he/she has or will comply with all provisions of the restoration plans, location maps, and specifications, that are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the performance of the work, and that the Bidder has thoroughly reviewed these materials and has included all required labor and material in his/her bid. Each Contractor, at all times during the performance of his/her contract, shall maintain insurance to protect him/herself and ODNR from claims for personal injury, direct or derivative, including death or claims for property damage resulting from the operation under this contract, by him/herself, his/her subcontractors, or anyone directly or indirectly employed by them. All requirements under Section 101 (H-2A Temporary Visas) of the Immigration and Nationality Act and regulations associated with the use of temporary agricultural workers shall be complied with including any and all certifications.