

# REQUEST FOR PROPOSALS

RFP NUMBER: ODNR 15-003

## OHIO DEPARTMENT OF NATURAL RESOURCES DIVISION OF WILDLIFE OLD WOMAN CREEK NATIONAL ESTUARINE RESEARCH RESERVE

**NOTICE:**

*This Request for Proposal is not an offer or a contract. A Contractor's written response to this RFP is a formal offer to ODNR to provide the requested services under the terms of the Proposal.*

RFP ISSUED: September 26, 2014  
INQUIRY PERIOD BEGINS: September 26, 2014  
INQUIRY PERIOD ENDS: October 7, 2014 at 8:00 a.m. (EST)  
PROPOSAL DUE DATE: October 13, 2014 by 5:00 p.m. EST

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: Ohio Department of Natural Resources  
Old Woman Creek NERR Unit  
ATTN: Frank Lopez  
2514 Cleveland Road E  
Huron, OH 44839

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Web site. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

**This RFP consists of five (5) parts and sixteen (16) attachments, totaling 41 consecutively numbered pages. Please verify that you have a complete copy.**

## PART ONE: EXECUTIVE SUMMARY

**PURPOSE.** The Ohio Department of Natural Resources Division of Wildlife's (ODNR DOW) Old Woman Creek National Estuarine Research Reserve (OWC NERR) is seeking a qualified professional or organization to support research that will quantify nutrient loading from the OWC watershed to the OWC estuary, nutrient retention within the estuary, and nutrient loading from the estuary to Lake Erie. If a suitable offer is made in response to this RFP, the ODNR DOW, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how ODNR DOW will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offeror's must be prepared to meet them as they currently stand.

Contingent upon the availability of funds and approval by the Director of the Ohio Office of Budget and Management in accordance with Ohio Revised Code (ORC) Section 126.07, ODNR DOW anticipates that a contract will be awarded to perform work during the period of November 1, 2014 through September 30, 2015, or upon award of a State of Ohio Purchase Order whichever comes later. If the actual contract period includes the ending of one state biennium and the beginning of a new biennium, ODNR DOW will award a contract that terminates on the last day of the current biennium and allows ODNR DOW to unilaterally renew or extend the contract under the same or similar terms for the balance of the contract period or as otherwise necessary for the vendor to complete the work. The State of Ohio operating biennium expires June 30th of each odd-numbered calendar year. ODNR DOW reserves the right to negotiate with the awarded Contractor prior to the September 30, 2015 for an extension of the same services for subsequent contract periods through September 30, 2017. The basis for negotiation will be based upon pricing for the same services as all other terms and conditions of this RFP will remain in effect.

A Contractor awarded a contract under this RFP will be required to contract with ODNR to perform the work and deliver the deliverables as set forth in a contract with terms and conditions substantially similar to the sample in **ATTACHMENT FOUR**. ODNR DOW may, but is not required to, negotiate with the potential successful Contractor regarding the terms and conditions contained in the Contract. Further, the potential successful Contractor shall negotiate with ODNR DOW in good faith.

All records (protocols, plans, reports, maps, photos, field sketches, raw and processed data, documentation of data Quality Assurance/Quality Control (QA/QC), design calculations, electronic files, training content and activities) generated by the project shall be the property of ODNR and be turned over to ODNR upon completion or as directed.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in ODNR DOW refusing to consider the Proposal of the Offeror.

### BACKGROUND.

Old Woman Creek is one of 28 National Oceanic and Atmospheric (NOAA) National Estuarine Research Reserves that support resilient coastal communities and ecosystems through integrated research and education. Managed as a cooperative partnership of NOAA and the ODNR DOW, OWC NERR improves the understanding, stewardship, and appreciation of Great Lakes estuaries and coastal wetlands. OWC NERR Research Program supports ecological research and monitoring that address scientific and technical aspects of coastal management problems, including nonpoint source pollution. This project will quantify watershed nutrient loading to the OWC estuary, nutrient retention by the estuary, and nutrient loading from the estuary to coastal Lake Erie, throughout an entire 12 month period, with the possibility of extending the monitoring through two additional water years (i.e., October 1, 2015 to September 30, 2017). A similar project was most recently undertaken in the late 1980s/early 1990s, when water levels were much higher. Therefore, the research project will expand OWC NERR's understanding of watershed nutrient retention and loading to Lake Erie to include current environmental conditions. Additionally, the research project will allow for a comparison between nutrient loading from Old Woman Creek to that of other Western Lake Erie tributaries, enhancing our knowledge of the relative contribution of nonpoint source nutrient pollution from the OWC watershed to Lake Erie and the role of the OWC estuary in retaining and removing nutrients from the water before it reaches Lake Erie. The data generated from this project will be used to understand the impacts of changes in land use and climatic conditions on the ecosystem services provided by freshwater coastal wetlands to the Great Lakes.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. ODNR DOW may change this schedule at any time. If ODNR DOW changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, ODNR DOW will make scheduled changes through the RFP addendum process. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	September 26, 2014
Inquiry Period Begins:	September 26, 2014
Inquiry Period Ends:	October 7, 2014 at 8:00 A.M. Eastern Standard Time (EST)
Proposal Due Date:	October 13, 2014 by 5:00 P.M. EST

Estimated Dates

Contract Award Notification:	October 20, 2014
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NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Huron, OH local time) that the Proposals are due.

Proposals received after 5:00 P.M. EST on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and nine (9) attachments. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
Attachment Eight	Contractor / Subcontractor Affirmation and Disclosure Form

Attachment Nine Cost Summary Form

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

During the performance of the Work, a State representative (the “Agency Project Representative”) will represent the Agency and be the primary contact for matters relating to the Work. The Agency Project Representative will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select “Find It Fast”;
3. Select “Doc/Bid/Schedule #” as the Type;
4. Enter the RFP Number **ODNR 15-003**;
5. Click “Find It Fast” button;
6. On the document information page, click “Submit Inquiry”;
7. On the document inquiry page, complete the required “Personal Information” section by providing:
  - a. First and last name of the prospective Offeror’s representative who is responsible for the inquiry;
  - b. Name of the prospective Offeror;
  - c. Representative’s business phone number; and
  - d. Representative’s e-mail address;
8. Type the inquiry in the space provided including:
  - a. A reference to the relevant part of this RFP;
  - b. The heading for the provision under question; and
  - c. The page number of the RFP where the provision can be found; and
9. Click the “Submit” button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select “Find It Fast”;
3. Select “Doc/Bid/Schedule #” as the Type;
4. Enter the RFP Number found on Page 1 of the document;
5. Click “Find It Fast” button; and
6. On the document information page, click the “View Q & A” button to display all inquiries with responses submitted to date.

ODNR DOW will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. ODNR DOW will not respond to any inquiries received after 8:00 A.M. EST on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project.

ODNR DOW is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

**PROTESTS.** Any person may object to ODNR's award of a contract or any matter relating to the solicitation of this RFP by filing a protest in writing which shall contain the following information:

1. the name, address, and telephone number of the protestor;
2. the name and number of the RFP being protested;
3. a detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
4. a request for a ruling by ODNR;
5. a statement as to the form of relief requested from ODNR; and,
6. any other information the protestor believes to be essential to the determination of the factual and legal questions at issue in the written protest.

A protest shall be considered timely by ODNR, if ODNR's Office of General Counsel received it, within the following periods:

1. A protest based upon alleged improprieties in the issuance of the RFP or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals shall be filed no later than 5:00 P.M. EST on the Proposal Due Date.
2. If the protest relates to the announced intent to award a contract, the protest shall be filed no later than 3:00 P.M. EST of the tenth (10th) business day after the announcement of intent to award.

An untimely protest may be considered by ODNR if ODNR determines that the protest raises issues significant to ODNR's procurement system. An untimely protest is one received by ODNR's Office of General Counsel after the time period set forth in paragraphs a. and b. of this Section.

All protests must be filed with the following:

Chief Legal Counsel  
Ohio Department of Natural Resources  
2045 Morse Road  
Columbus, Ohio 43229-6693

When a timely protest is filed, ODNR will not award the contract until a decision on the protest is issued or the matter is otherwise resolved, except where ODNR determines that a delay will severely disadvantage ODNR. ODNR will notify all Contractors that have received a notice of contract award about the filing of a timely protest. ODNR will issue a written decision on any unresolved timely protest and shall notify any Offeror who filed an untimely protest as to whether or not the protest will be considered.

**ADDENDA TO THE RFP.** If ODNR DOW decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at <http://www.ohio.gov/procure>;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document;
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, ODNR DOW may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 P.M. EST on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When ODNR DOW issues an addendum to the RFP after Proposals have been submitted, ODNR DOW will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, ODNR DOW may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever ODNR DOW issues an addendum after the Proposal due date, ODNR DOW will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time ODNR DOW amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if ODNR DOW permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, ODNR DOW may limit the nature and scope of the modifications. Unless otherwise stated in the notice by ODNR DOW, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to ODNR DOW at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than ODNR DOW has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "RFP – Technical Proposal ODNR 15-003" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "RFP – Cost Proposal ODNR 15-003" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and three (3) copies for a total of four (4) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 5:00 P.M. EST. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Ohio Department of Natural Resources  
Old Woman Creek NERR Unit  
ATTN: Frank Lopez  
2514 Cleveland Road E  
Huron, OH 44839

ODNR DOW will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. ODNR DOW recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 5:00 P.M. EST on the due date. ODNR DOW will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. ODNR DOW is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits ODNR DOW from awarding a Contract to any Offeror(s) 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 Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODNR DOW of such finding. ORC Section 9.231 applies to this contract.

ODNR DOW may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

**CONFIDENTIAL INFORMATION.** ODNR DOW procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by ODNR DOW is open to inspection by the public. ODNR DOW makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information ODNR DOW uses in evaluating and/or awarding the Contract. Further, the ODNR DOW will open for public inspection all proposals provided to the ODNR DOW in response to this RFP.

Therefore, an Offeror should not provide ODNR DOW with any information that the Offeror wishes the ODNR DOW not to provide to the public pursuant to a public request for such information. (Note: ODNR DOW will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because ODNR DOW will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. ODNR DOW shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked "Confidential" and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

ODNR DOW will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with ODNR DOW. If ODNR DOW determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that ODNR DOW needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, ODNR DOW will make the information available to the public. ODNR DOW will inform the Offeror, in writing, of the information ODNR DOW does not consider confidential for purposes of public disclosure.

Upon receipt of ODNR DOW's determination that all or some portion of the Offeror's designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror's entire Proposal;
2. Request that ODNR DOW evaluate the Proposal without certain information ODNR DOW deemed "public" (ODNR DOW will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request ODNR DOW review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as "Confidential", it will be determined that the Offeror waived any right to assert such confidentiality.

ODNR DOW will retain all Proposals, or a copy of them, as part of the Contract file in accordance with all applicable records retention schedules. After the retention period, ODNR DOW may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. ODNR DOW may waive any defects in any Proposal or in the submission process followed by an Offeror. ODNR DOW will only do so if it believes that it is in the State's interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. ODNR DOW accepts multiple Proposals from a single Offeror, but ODNR DOW requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. ODNR DOW will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal Due Date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

ODNR DOW wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in Attachment 2 to this RFP.

ODNR DOW will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether ODNR DOW awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

#### PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Initial Review. ODNR DOW will review all certified Proposals for format and completeness. ODNR DOW normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.
2. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the Manager, OWC NERR will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and ODNR DOW has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of ODNR DOW, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

ODNR DOW will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

3. Clarifications & Corrections. During the evaluation process, ODNR DOW may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if ODNR DOW believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what ODNR DOW has requested may result in the Offeror's proposal being disqualified.
4. Interviews, Demonstrations, and Presentations. ODNR DOW may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow ODNR DOW an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of ODNR DOW. ODNR DOW may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan (Attachment Two) to the committee.
5. Contract Negotiations. Negotiations, if ODNR DOW deems necessary, will be scheduled at the convenience of ODNR DOW. The selected Offeror(s) are expected to negotiate in good faith.

- a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but ODNR DOW may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.
- b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, ODNR DOW may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, ODNR DOW may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.
- c. Negotiation with Other Offerors. If ODNR DOW decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, ODNR DOW will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

- d. Post Negotiation. Following negotiations, ODNR DOW may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which ODNR DOW conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, ODNR DOW need not require the submissions of best and final Proposals.

It is entirely within the discretion of ODNR DOW whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. ODNR DOW is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom ODNR DOW wants to negotiate, and to dispense with negotiations entirely.

ODNR DOW generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, ODNR DOW may negotiate with the next Offeror in ranking. Alternatively, ODNR DOW may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to ODNR DOW within a reasonable period of time. If ODNR DOW accepts the change, ODNR DOW will give the Offeror written notice of ODNR DOW's acceptance. The negotiated changes to the successful offer will become a part of the Contract.

- e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, ODNR DOW may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.
6. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless ODNR DOW makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, ODNR DOW may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.
  7. Determination of Responsibility. ODNR DOW may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be

responsible. ODNR DOW's determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. ODNR DOW will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information ODNR DOW requests or determines to be relevant.

8. Reference Checks. ODNR DOW may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in ODNR DOW not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited to, its performance with other local, state, and federal entities. ODNR DOW reserves the right to check references other than those provided in the Offeror's Proposal. ODNR DOW may obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, ODNR DOW may still insist that an Offeror submit audited financial statements for up to the past three (3) years if ODNR DOW is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight ODNR DOW assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If ODNR DOW believes the Offeror's financial ability is not adequate, ODNR DOW may reject the Proposal despite its other merits.

ODNR DOW will decide which phases are necessary. ODNR DOW has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by ODNR DOW will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the ODNR DOW evaluation process. The Offeror must demonstrate, to ODNR DOW, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

ODNR DOW will evaluate Table 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Table 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by ODNR DOW and ODNR DOW may not evaluate any other portion of the Proposal.

**TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS**

<b>Mandatory Requirements</b>	<b>Accept</b>	<b>Reject</b>
<p>Offerors must certify acceptance of all contract conditions required by ODNR and National Oceanic and Atmospheric Administration, U.S. Department of Commerce special award conditions for funding administered through Section 315 of the Coastal Zone Management Act, as amended.</p> <p>All relevant agency, division and program logos must be prominently displayed on all print and web publications produced through this work.</p> <p>All printed material must include the below text pursuant to NOAA grant award conditions:</p> <p>Financial assistance provided under award number NA14NOS4200077 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Old Woman Creek National Estuarine Research Reserve, administered by the Ohio Department of Natural Resources, Division of Wildlife.</p> <p>The OWC NERR is part of the National Estuarine Research Reserve System, (NERRS), established by Section 315 of the Coastal Zone Management Act, as amended. Additional information about the system can be obtained from the Estuarine Reserves Division, Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, US Department of Commerce, 1305 East West Highway – N/ORM5, Silver Spring, MD 20910.</p>		
<p>Offerors must certify that laboratory analysis will be conducted by a laboratory and staff having Ohio EPA Credible Data Level 3 Certification.</p>		
<p>Offerors must certify acceptance of the following data submission conditions for non-spatial data: (1) editable data must be provided in Microsoft Excel (.xls or .xlsx) or in comma delimited format (.csv); and (2) non-editable data must be provided in Adobe PDF format.</p>		

If ODNR DOW receives no Proposals meeting all of the mandatory requirements, ODNR DOW may elect to cancel this RFP.

**PROPOSAL EVALUATION CRITERIA.** If the Offeror provides sufficient information to ODNR DOW, in Table 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror’s Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, ODNR DOW rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

**TABLE 2 - SCORING BREAKDOWN**

Criteria	Maximum Allowable Points
Proposal Technical Requirements	650 Points
Proposal Cost	25 Points
Total	675 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS
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ODNR DOW will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

**TABLE 3 - TECHNICAL PROPOSAL EVALUATION**

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Scope of Work			
Offerors must demonstrate research and monitoring experience related to surface water quality and nonpoint source pollution in tributaries and coastal wetlands of Lake Erie.	25		
Offerors must include a brief description of a proposed study design, including the location of two automated water quality samplers (owned by the ODNR Division of Wildlife), sampling frequency, analytes, and methods for calculating retention and loading. The proposed study design should enable results to be compared as described in criteria 5 and 6 below.	25		
Conduct QA/QC on all sample data, and subsequently merge all sample data with instantaneous discharge data from the USGS. Provide OWC staff with the QA/QC data on a quarterly basis (on or before 31 January 2015; 30 April 2015; 31 July 2015; and 31 October 2015).	25		
Calculate annual loads, unit area loads, and flow-weighted mean and time-weighted mean concentrations for each water quality parameter, and provide these numbers in a final report to OWC staff on or before 31 December 2015.	25		

Collaborate with OWC staff and partners to compare loading and mean concentration data with other water quality stations (i.e., tributaries) located in the western to central Ohio Lake Erie drainage basin in the broader context of small tributary nutrient loading to Lake Erie.	15		
Collaborate with OWC staff and partners in developing reports and peer-reviewed publications that use the data to describe estuarine function and ecosystem services, including relating past (late 1980s – early 1990s) and current nutrient retention and loading with lake and estuarine water levels.	15		

Total Technical Score: \_\_\_\_\_  
 (650 possible points)

In this RFP, ODNR DOW asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror’s Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that ODNR DOW received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within ODNR DOW’s discretion to wait to factor in a Proposal’s cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, ODNR DOW may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. ODNR DOW may reconsider the excessiveness of any Proposal’s cost at any time in the evaluation process.

**COST PROPOSAL POINTS.** ODNR DOW will calculate the Offeror’s Cost Proposal points after the Offeror’s total technical points are determined, using the following method:

Cost points = (lowest Offeror’s cost/Offeror’s cost) x Maximum Allowable Cost Points as indicated in the “Scoring Breakdown” table. The value is provided in the Scoring Breakdown table. “Cost” = Total Not to Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of \$100.00. Offeror Y has proposed a cost of \$110.00 and Offeror Z has proposed a cost of \$120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y’s cost points would be calculated as \$100.00 (Offeror X’s cost) divided by \$110.00 (Offeror Y’s cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z’s cost points would be calculated as \$100.00 (Offeror X’s cost) divided by \$120.00 (Offeror Z’s cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: \_\_\_\_\_

**FINAL STAGES OF EVALUATION.** The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: \_\_\_\_\_ + Cost Score: \_\_\_\_\_ = Total Score: \_\_\_\_\_

If ODNR DOW finds that one (1) or more Proposals should be given further consideration, ODNR DOW may select one or more of the highest-ranking Proposals to move to the next phase. ODNR DOW may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

**REJECTION OF PROPOSALS.** ODNR DOW may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that ODNR DOW believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, ODNR DOW may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

**DISCLOSURE OF PROPOSAL CONTENTS.** ODNR DOW will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, ODNR DOW will seek to keep the contents of all Proposals confidential until the Contract is awarded. ODNR DOW will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

## PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. ODNR DOW plans to award the Contract based on the schedule in the RFP, if ODNR DOW decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must print and sign two (2) copies in blue ink and return the signed Contracts to ODNR DOW with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, ODNR DOW will issue an award letter to the selected Contractor. The Contract will not be binding on ODNR DOW until the duly authorized representative of ODNR DOW signs both copies and returns one (1) to the Contractor, the Agency issues a purchase order, and all other prerequisites identified in the Contract have occurred.

ODNR DOW expects the Contractor to commence work upon receipt of a state issued purchase order. If ODNR DOW awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, ODNR DOW reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by ODNR DOW; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

## ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Offeror must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

### I. SCOPE OF WORK.

ODNR seeks Proposals from interested Contractors to perform the following:

1. ODNR desires offerors to have at least ten years research and monitoring experience related to surface water quality and nonpoint source pollution in tributaries and coastal wetlands of Lake Erie, including the maintenance of water quality monitoring field equipment throughout the year
2. Offerors must be able to provide OWC staff with technical support with field equipment, as needed. For example, offerors must advise OWC staff on installation of two automated water quality samplers to ensure comparability between the solicited study and a previous nutrient retention and loading study conducted at OWC in the late 1980s – early 1990s;
3. Upon weekly delivery by OWC staff of two ISCO autosampler bases containing daily water samples (3/day), provide two similar sampler bases containing clean empty sample bottles;
4. Analyze a single composite sample per autosampler station per day in the absence of storms and three composite samples per station per day during storm events for the following parameters: total suspended solids, total phosphorus, dissolved reactive phosphorus, nitrate, nitrite, ammonia, total kjeldahl nitrogen, chloride, sulfate, and silica;

5. Conduct QA/QC on all sample data, and subsequently merge all sample data with instantaneous discharge data from the USGS. Provide OWC staff with the QA/QC data on a quarterly basis (on or before 31 January 2015; 30 April 2015; 31 July 2015; and 31 October 2015);
6. Calculate annual loads, unit area loads, and flow-weighted mean and time-weighted mean concentrations for each water quality parameter, and provide these numbers in a final report to OWC staff on or before 31 December 2015;
7. Collaborate with OWC staff and partners to compare loading and mean concentration data with other water quality stations (i.e., tributaries) located in the western to central Ohio Lake Erie drainage basin in the broader context of small tributary nutrient loading to Lake Erie.; and
8. Collaborate with OWC staff and partners in developing reports and peer-reviewed publications that use the data to describe estuarine function and ecosystem services, including relating past (late 1980s – early 1990s) and current nutrient retention and loading with lake and estuarine water levels.

Cancellation Clause:

The State reserves the right to cancel the contract for no fault. A sixty (60) day cancellation notice must be given and issued in writing by either party.

OFFEROR RESPONSIBILITIES. The Offeror must meet all RFP requirements and perform Work as defined in the Scope of Work.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS  
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Offeror will be paid as proposed on the Cost Summary Form after the Agency approves the receipt of product(s) and continued completion of all deliverables.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

Ohio Department of Natural Resources  
Division of Wildlife  
Old Woman Creek NERR  
2514 Cleveland Road East  
Huron, OH 44839

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow ODNR DOW to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary

8. Work Plan
9. Support Requirements
10. Conflict of Interest Statement
11. Assumptions
12. Proof of Insurance
13. Payment Address
14. Contract Performance
15. W-9 Form and Additional Vendor Information Form
16. Affirmative Action Plan
17. Banning the Expenditure of Public Funds on Offshore Services (Ohio Executive Order 2011-12K)
18. Cost Summary Form

**REQUIREMENTS:**

1. **Cover Letter.** The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:
  - a. A statement regarding the Offeror's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
  - b. A list of the people who prepared the Proposal, including their titles.
  - c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
  - d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
  - e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:
    - 1) The subcontractor's legal status, tax identification number, and principal place of business address.
    - 2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
    - 3) A description of the work the subcontractor will do.
    - 4) A commitment to do the work if the Offeror is selected.
    - 5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
    - 6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.
  - f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
  - g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
  - h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
  - i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code (OAC) as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
  - j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Offeror (e.g., Candidate is no longer employed by the Offeror, is deceased, etc.).
  - k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code (ORC) Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying ODNR DOW of such finding.
  - l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the ORC regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Five of this RFP document.
  - m. All Offerors from whom the State or any of its political subdivisions make purchases in excess of \$2,500.00 shall 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 Offeror 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. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Five of this RFP.
  - n. Registration with the Ohio Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:
    - 1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or

- 2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to ORC Sections 1703.01 to 1703.31, as applicable.

Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the ORC, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than \$250 nor more than ten thousand dollars (\$10,000). No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the ORC to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

Offeror attests that it is registered with the Ohio Secretary of State.

The Offeror's Charter Number is: \_\_\_\_\_.

Questions regarding registration should be directed to (614) 466-3910 or visit the Web site at:  
<http://www.sos.state.oh.us>

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

**Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).**

2. **Certification.** Each Proposal must include the following certification signed by the individual Offeror.

*(Insert Company name)* affirms they are the prime Offeror.

*(Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from ODNR DOW.

*(Insert Company name)* affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

*(Insert Company name)* affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

*(Insert Company name)* agrees that it is a separate and independent enterprise from the state of Ohio, the Agency, and the Department of Administrative Services. *(Insert Company name)* has a full opportunity to find other business and has made an investment in its business.

Moreover *(Insert Company name)* will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between *(Insert Company name)* or any of the personnel provided by *(Insert Company name)*, the Agency, or the Ohio Department of Administrative Services.

*(Insert Company name)* affirms that the individuals supplied under the Contract are either: (1) employees of *(Insert Company name)* with *(Insert Company name)* withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to *(Insert Company name)*.

*If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:*

*(Insert Company name)* affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agency for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

*(Insert Company name)* affirms it will comply with National Oceanic and Atmospheric Administration, U.S. Department of Commerce special award conditions for funding administered through Section 315 of the Coastal Zone Management Act, as amended. All printed material must include the below text pursuant to NOAA grant award conditions:

Financial assistance provided under award number NA14NOS4200077 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Old Woman Creek National Estuarine Research Reserve, administered by the Ohio Department of Natural Resources, Division of Wildlife.

The OWC NERR is part of the National Estuarine Research Reserve System, (NERRS), established by Section 315 of the Coastal Zone Management Act, as amended. Additional information about the system can be obtained from the Estuarine Reserves Division, Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, US Department of Commerce, 1305 East West Highway – N/ORM5, Silver Spring, MD 20910.

*(Insert Company name)* affirms it will comply with contract conditions requiring acknowledgement of sponsorship of the work by ODNR will prominently display all relevant agency, division and program logos on all print and web publications produced through this work.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal.
4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects, similar in size and complexity, in the previous ten (10) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references (Attachment 6) for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past ten (10) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

- a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
- b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
- c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
- d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the

Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.

- e. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
- f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:
  - a. A matrix matching each key team member to the staffing requirements in this RFP.
  - b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
  - c. A discussion of the Offeror's ability to provide qualified replacement personnel.
  - d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager if applicable, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.
7. Personnel Profile Summary. This RFP includes Offeror Candidate Form as Attachment Seven. The Offeror must use this form and fill them out completely for each key candidate referenced. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

All candidate requirements must be provided using the Offeror Candidate Form (Attachment Seven). The various section of the form is described below:

Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates (Refer to Attachment Seven).

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One, Part One, Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plans).

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:
- Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
  - Assistance from State staff and the experience/qualification level required; and
  - Other support requirements.

The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

10. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.
11. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.
12. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.
13. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at <http://www.ohiosharedservices.ohio.gov/Vendors.aspx>
16. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

17. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Eight) to abide with Executive Order 2011-12K issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of ODNR DOW.

18. Cost Summary Form. The Cost Summary Form (Attachment Nine) must be submitted with the Offeror's Proposal. The Offeror's total cost for the entire Project must be represented as the firm fixed price, for a not-to-exceed fiscal year cost. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The awarded Offeror must hold the accepted prices and/or costs for the entire contract period. No price change shall be effective without prior written consent from ODNR DOW.

NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three, General Instructions). This information should not be included in the Technical Proposal.

The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM. Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agency Project Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) will remain firm throughout the initial term of the Contract. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders that already being processed; or on purchase orders that have been filled.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify ODNR DOW immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

**COMPENSATION.** In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the "not-to-exceed" amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the "bill to" address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the ORC. If the State disputes a payment for anything covered by an invoice, within fifteen (15) business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, and the Agency Project Representative. If, within thirty (30) calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within thirty (30) business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within thirty (30) calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the thirty (30) calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State's facilities and any information the State has regarding the problem.

**REIMBURSABLE EXPENSES.** The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the ORC. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representative. All reimbursable expenses will be billed monthly and paid by the State within thirty (30) business days of receiving the Contractor's invoice.

**CERTIFICATION OF FUNDS.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under ORC Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

**EMPLOYMENT TAXES.** Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be

deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. ODNR DOW 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.

ELECTRONIC COMMERCE PROGRAM. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the Contractor by reducing time delays in receiving invoices and making payments that are associated with the existing manual processes. The contractor is encouraged to move toward compliance with electronic commerce technologies as this will be the preferred method of doing business with the State of Ohio. Information regarding E-Commerce is available on the Office of Budget and Management’s website at <http://obm.ohio.gov/sectionpages/electroniccommerce/> for additional information regarding E-Commerce.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2011-12K issued by the Governor of Ohio and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following Web site: (<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>)

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor 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 the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than twenty-one (21) calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment / Delegation. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the RFP.

The State's approval of the use of subcontractors does not mean that the State will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold the State harmless for and will indemnify the State against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, the State will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of \$25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART THREE: OWNERSHIP OF INTELLECTUAL PROPERTY

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART FOUR: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS  
PART FIVE: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

1. Ethics Law

All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of ORC. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

2. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the ORC regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including ORC Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

<http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx>.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

<http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR  
CONTRACT

**PERSONAL SERVICES  
AGREEMENT**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by and between the State of Ohio, Department of Natural Resources, Division of Wildlife, Fountain Square, 2045 Morse Road, Building G, Columbus, Ohio, 43229, hereinafter referred to as the DEPARTMENT, and \_\_\_\_\_, hereinafter referred to as the SERVICING PARTY.

WITNESSETH:

WHEREAS, the DEPARTMENT wishes to engage the services of the SERVICING PARTY to achieve the objectives of the Old Woman Creek National Estuarine Research Reserve (OWC NERR) as authorized in Section 315 of the CZMA of 1972, as amended, which includes providing science-based training to inform decisions affecting coastal watersheds and estuaries. (15 CFR Part 921.50), and

WHEREAS, the Division seeks to support and encourage these activities as identified by its vision statement that includes ensuring “healthy ecosystems that support thriving fish and wildlife populations for all to enjoy;” and

WHEREAS the Division seeks to support and encourage these activities as identified by its 2011-2030 Strategic Plan, which includes the Stewardship Objective to minimize impacts from pollution by: (1) identifying ecosystem- or population-level threats through research, surveillance, monitoring, and inventory.

WHEREAS, Old Woman Creek National Estuarine Research Reserve (OWC NERR) has received U.S. Department of Commerce Grant NA14NOS4200077, which includes a task to improve understanding and inform decisions affecting Lake Erie coastal ecosystems, and

WHEREAS, understanding the role of the estuary in mitigating pollution in Lake Erie is an objective of the OWCNERR’s Research Program, and

WHEREAS, the SERVICING PARTY is qualified by virtue of experience and past accomplishments in research and monitoring water quality in Lake Erie tributaries and coastal wetlands.

NOW, THEREFORE, for the purposes of providing such services and in consideration of the compensation to be paid, the parties hereto covenant and agree as follows:

- A. The SERVICING PARTY shall provide the following:
1. Provide OWC staff with technical support with field equipment, as needed. For example, advise OWC staff on installation of two automated water quality samplers to ensure comparability between the solicited study and a previous nutrient retention and loading study conducted at OWC in the late 1980s – early 1990s;
  2. Upon weekly delivery by OWC staff of two ISCO autosampler bases containing daily water samples (3/day), provide two similar sampler bases containing clean empty sample bottles;
  3. Analyze a single composite sample per autosampler station per day in the absence of storms and three composite samples per station per day during storm events for the following parameters: total suspended solids, total phosphorus, dissolved reactive phosphorus, nitrate, nitrite, ammonia, total kjeldahl nitrogen, chloride, sulfate, and silica;
  4. Conduct QA/QC on all sample data, and subsequently merge all sample data with instantaneous discharge data from the USGS. Provide OWC staff with the QA/QC data on a quarterly basis (on or before 31 January 2015; 30 April 2015; 31 July 2015; and 31 October 2015);
  5. Calculate annual loads, unit area loads, and flow-weighted mean and time-weighted mean concentrations for each water quality parameter, and provide these numbers in a final report to OWC staff on or before 31 December 2015;

6. Collaborate with OWC staff and partners to compare loading and mean concentration data with other water quality stations (i.e., tributaries) located in the western to central Ohio Lake Erie drainage basin in the broader context of small tributary nutrient loading to Lake Erie.; and
7. Collaborate with OWC staff and partners in developing reports and peer-reviewed publications that use the data to describe estuarine function and ecosystem services, including relating past (late 1980s – early 1990s) and current nutrient retention and loading with lake and estuarine water levels.
8. Consult with personnel of the DEPARTMENT as necessary to assure understanding of the work and satisfactory completion thereof; and
9. Maintain records of actual expenditures made on behalf of the work performed under this Agreement for a period of at least three years from the date of each transaction or activity. Records will be made available to the DEPARTMENT upon request.

B. The SERVICING PARTY agrees to make appropriate acknowledgment of sponsorship of the work by the DEPARTMENT, National Oceanic and Atmospheric Administration (NOAA), and OWC NERR by prominently displaying all relevant agency, division and program logos on all print and web publications produced through this work. Additionally, all printed material produced subject to this agreement must include the following text, which is pursuant to NOAA grant award conditions:

Financial assistance provided under award NA14NOS4200077 from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce through the Old Woman Creek National Estuarine Research Reserve, administered by the Ohio Department of Natural Resources, Division of Wildlife.

The Old Woman Creek National Estuarine Research Reserve is part of the National Estuarine Research Reserve System, (NERRS), established by Section 315 of the Coastal Zone Management Act, as amended. Additional information about the system can be obtained from the Estuarine Reserves Division, Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, US Department of Commerce, 1305 East West Highway – N/ORM5, Silver Spring, MD 20910.

- C. The DEPARTMENT shall designate one DEPARTMENT staff member as the point of contact and liaison with the SERVICING PARTY.
- D. The DEPARTMENT reserves the right to modify the range and scope of services provided by the SERVICING PARTY and associated costs thereto.
- E. The DEPARTMENT shall have unrestricted authority to reproduce, distribute, and use in whole or in part any submitted material, data, or report prepared as a consequence of this AGREEMENT. No report, document, or other material produced in whole or in part as a consequence of this AGREEMENT and with the funds provided to the SERVICING PARTY by this DEPARTMENT shall be subject to copyright by the SERVICING PARTY in the United States or any other country. The SERVICING PARTY and its employees relinquish any and all copyrights and/or privileges to the data developed under this AGREEMENT to the DEPARTMENT.

IN CONSIDERATION OF WHICH, the DEPARTMENT covenants and agrees to pay to the said SERVICING PARTY, a sum not to exceed \$\_\_\_\_\_ in the aggregate, beginning upon notice to proceed and ending June 30, 2015, payable upon submission of invoices not to exceed \$\_\_\_\_\_ by the SERVICING PARTY, and approved by the DEPARTMENT. Funds shall be disbursed on the following schedule upon DEPARTMENT approval of the following deliverables described in Section A of this AGREEMENT: 50% upon completion of deliverables one through four, 30% upon completion of deliverables five and 6, and 20% upon completion of deliverables seven through nine. All unspent funds shall be returned to the department.

In the event that this AGREEMENT extends in time beyond the current biennium, this AGREEMENT shall be valid and enforceable only if funds are appropriated and the Director of the Office of Budget and Management certifies that there is a balance in the appropriation not previously obligated to pay existing obligations.

Funds for paying said services rendered have been encumbered by Purchase Order Number and are so certified by the Director of the Office of Budget and Management on \_\_\_\_\_.

Obligations of the DEPARTMENT are subject to the provisions of Section 126.07 of the Ohio Revised Code.

Work under this AGREEMENT shall not commence until the SERVICING PARTY has officially been notified in writing by the DEPARTMENT to proceed. Any services or materials supplied by the SERVICING PARTY prior to such notification shall not give rise to any legal obligation upon the DEPARTMENT. This AGREEMENT shall terminate (END OF BIENNIUM, UNLESS EARLIER TERMINATION DESIRED), unless the AGREEMENT is renewed by mutual agreement and in writing.

The DEPARTMENT may, at any time after execution of this AGREEMENT, upon 30 days written notification, terminate any portion or all of the work or services. In the event of such termination, the SERVICING PARTY shall be paid a pro rata amount for services rendered up to the time of termination.

The SERVICING PARTY agrees and represents that all persons involved in the performance of work under this Agreement are properly qualified, trained, and competent and possess the required licenses, permits, certifications, and registrations necessary to lawfully provide the services. The DEPARTMENT shall not be required to provide any training to SERVICING PARTY to enable it to perform services required hereunder.

The SERVICING PARTY affirms that it has all of the approvals, certifications, license or other qualifications to conduct business in Ohio and all are current. If for any reason SERVICING PARTY becomes disqualified from conducting business in Ohio during the term of this Agreement, SERVICING PARTY shall both immediately notify the DEPARTMENT in writing and cease performance of work.

The SERVICING PARTY agrees that all work produced for the DEPARTMENT under the provisions of this AGREEMENT is the sole and exclusive property of the DEPARTMENT, and SERVICING PARTY relinquishes all rights thereto.

In the performance of this Agreement, the SERVICING PARTY agrees as follows:

The SERVICING PARTY shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. The SERVICING PARTY 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, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship. The SERVICING PARTY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause.

The SERVICING PARTY shall, in all solicitation or advertisements for employees placed by or on behalf of the SERVICING PARTY, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

The SERVICING PARTY agrees to comply with all pertinent provisions of the Americans with Disabilities Act and agrees to assume full responsibility for noncompliance therewith.

No personnel of the SERVICING PARTY who exercised any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any such work shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of their functions or responsibilities with respect to the carrying out of said work. Any such person who, prior to the execution of this AGREEMENT, acquires any such incompatible or conflicting personal interest, or after the effective date of this AGREEMENT voluntarily or involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to the DEPARTMENT in writing. Thereafter, he or she shall not participate in any action affecting the work under this AGREEMENT, unless the DEPARTMENT shall determine that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

The SERVICING PARTY shall attempt to purchase services from minority-owned field service agencies and other companies whenever possible. The SERVICING PARTY shall attempt to procure necessary materials from minority-owned businesses whenever possible.

The SERVICING PARTY agrees that it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this AGREEMENT, and said SERVICING PARTY shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard both before and during performance. SERVICING PARTY agrees to comply with all provisions of Section 125.111 of the Ohio Revised Code.

In the event of the SERVICING PARTY'S noncompliance with the nondiscrimination clauses of this AGREEMENT, this AGREEMENT may be cancelled, terminated or suspended in whole or in part and the SERVICING PARTY may be

ineligible for further State Agreements, and other such sanctions may be imposed and remedies instituted as otherwise provided by law.

The SERVICING PARTY shall be wholly responsible for any and all claims, actions, damages, liability and expense in connection with and arising from work performance under this AGREEMENT.

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. The SERVICING PARTY hereby consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

The SERVICING PARTY agrees to comply with all applicable state and federal laws regarding drug-free workplace. The SERVICING PARTY shall make a good faith effort to ensure that all SERVICING PARTY employees while working on the AGREEMENT will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

The SERVICING PARTY certifies that neither it nor its employees are public employees of the DEPARTMENT under federal and state law for tax, retirement deduction, and Workers' Compensation purposes and that the SERVICING PARTY carries Workers' Compensation coverage.

The SERVICING PARTY is undertaking the work under this AGREEMENT as an independent contractor and not as an agent or employee of the DEPARTMENT.\* Nothing in this AGREEMENT shall be construed as to create a partnership, joint venture, or other relationship between the parties.

The SERVICING PARTY affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000 to the Governor or to his campaign committees.

The SERVICING PARTY affirmatively represents and warrants to the DEPARTMENT that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the DEPARTMENT hereunder immediately shall be repaid to the DEPARTMENT, or an action for recovery immediately may be commenced by the DEPARTMENT for recovery of said funds.

The SERVICING PARTY, by signature on this document, certifies that the Servicing Party: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The SERVICING PARTY 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 of Ohio.

#### **EXECUTIVE ORDER REQUIREMENTS:**

The SERVICING PARTY affirms to have read and understands Executive Order 2011-12K issued by Ohio Governor John Kasich and signed and completed the Standard Affirmation and Disclosure Form (Exhibit A) and shall abide by those requirements in the performance of this Agreement and perform no services required under this Agreement outside of the United States. The Executive Order is provided as an attachment (Exhibit B) and also is available at the following website: (<http://www.governor.ohio.gov/Portals/0/pdf/executiveOrders/EO%202011-12K.pdf>).

The SERVICING PARTY also affirms, understands, and agrees to immediately notify the DEPARTMENT of any change or shift in the location(s) of services performed by the SERVICING PARTY 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.

#### **A. TERMINATION, SANCTION, DAMAGES**

If SERVICING PARTY or any of its subcontractors perform services under this Agreement outside of the United States, the performance of such services shall be treated as a material breach of the Agreement. The DEPARTMENT is not obligated to pay and shall not pay for such services. If SERVICING PARTY or any of its subcontractors perform any such services, SERVICING PARTY shall immediately return to the DEPARTMENT all funds paid for those services. The DEPARTMENT may also recover from the SERVICING PARTY all costs associated with any corrective action the DEPARTMENT may undertake, including but not limited to an audit or a risk analysis, as a result of the SERVICING PARTY performing services outside the United States.

The DEPARTMENT may, at any time after the breach, terminate the Agreement, upon written notice to the SERVICING PARTY. The DEPARTMENT may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

If the DEPARTMENT determines that actual and direct damages are uncertain or difficult to ascertain, the DEPARTMENT in its sole discretion may recover a payment of liquidated damages in the amount of 100% of the value of the Agreement.

The DEPARTMENT, in its sole discretion, may provide written notice to SERVICING PARTY of a breach and permit the SERVICING PARTY to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the DEPARTMENT may buy substitute services from a third party and recover from the SERVICING PARTY any costs associated with acquiring those substitute services.

Notwithstanding the DEPARTMENT permitting a period of time to cure the breach or the SERVICING PARTY'S cure of the breach, the DEPARTMENT does not waive any of its rights and remedies provided the DEPARTMENT in this Agreement, including but not limited to recovery of funds paid for services the SERVICING PARTY performed outside of the United States, costs associated with corrective action, or liquidated damages.

**B. Assignment/Delegation**

The SERVICING PARTY will not assign any of its rights nor delegate any of its duties and responsibilities under this Agreement without prior written consent of the DEPARTMENT. Any assignment or delegation not consented to may be deemed void by the DEPARTMENT.

In case any one or more of the provisions previously contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and taken together shall be deemed to be one and the same instrument. This AGREEMENT may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

IN TESTIMONY WHEREOF, the said parties hereto set their hands as of the day indicated herein below.

SIGNED: SERVICING PARTY

APPROVED BY DEPARTMENT OF  
NATURAL RESOURCES

\_\_\_\_\_

\_\_\_\_\_

Chief, As Designee for:  
James Zehringer, Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Federal Tax Identification or  
Social Security Number

\*Individuals providing services to ODNR are required to complete an OPERS PEDACKN form in conjunction with execution of this agreement.

ATTACHMENT FIVE A  
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	E-mail:
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous ten (10) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT FIVE C  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous ten (10) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT FIVE D  
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number:	
	E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):
<p>The Offeror must document previous experience and expertise in providing a minimum of three (3) previous projects working, similar in size and complexity, in the previous ten (10) years. These projects must be of similar size, scope and nature. Details of the similarities must be included. Attachment Five B, C, and D must be filled out completely for each of the three (3) projects provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.</p>		

ATTACHMENT SIX  
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (10) years

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number:	
	E-Mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN  
OFFEROR'S CANDIDATE INFORMATION  
EDUCATION AND TRAINING

Candidate's Name: \_\_\_\_\_

Education and Training: This section must be completed to list the education and training of each of the proposed candidates.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT EIGHT  
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

STANDARD AFFIRMATION AND DISCLOSURE FORM  
EXECUTIVE ORDER 2011-12K  
Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ATTACHMENT NINE  
COST SUMMARY FORM

Firm Fixed Price: This project will quantify watershed nutrient loading to the OWC estuary, nutrient retention by the estuary, and nutrient loading from the estuary to coastal Lake Erie, throughout an entire 12 month period.

NOTE: ODNR DOW requires Offerors to submit pricing in accordance with the State of Ohio Fiscal Year calendar. For the purposes of this RFP, this timeframe is outlined in the Cost Summary table. For all subsequent renewal periods associated with any contract awarded through this RFP, the State of Ohio’s Fiscal Year is July 1 through June 30.

Description	Cost November 1, 2014- June 30, 2015	Cost July 1, 2015- September 30, 2015
Provide OWC staff with technical support with field equipment, as needed. For example, advise OWC staff on installation of two automated water quality samplers to ensure comparability between the solicited study and a previous nutrient retention and loading study conducted at OWC in the late 1980s – early 1990s.	\$	\$
Upon weekly delivery by OWC staff of two ISCO autosampler base containing daily water samples (3/day), provide two similar sampler bases containing clean empty sample bottles.	\$	\$
Analyze a single composite sample per autosampler station per day in the absence of storms and three composite samples per station per day during storm events for the following parameters: total suspended solids, total phosphorus, dissolved reactive phosphorus, nitrate, nitrite, ammonia, total kjeldahl nitrogen, chloride, sulfate, and silica.	\$	\$
Conduct QA/QC on all sample data, and subsequently merge all sample data with instantaneous discharge data from the USGS. Provide OWC staff with the QA/QC data on a quarterly basis (on or before 31 January 2015; 30 April 2015; 31 July 2015; and 31 October 2015).	\$	\$
Calculate annual loads, unit area loads, and flow-weighted mean and time-weighted mean concentrations for each water quality parameter, and provide these numbers in a final report to OWC staff on or before 31 December 2015.	\$	\$
Collaborate with OWC staff and partners to compare loading and mean concentration data with other water quality stations located in the western to central Ohio Lake Erie drainage basin and with a previous nutrient retention and loading study that was conducted in the OWC estuary in the late 1980s – early 1990s.	\$	\$
Collaborate with OWC staff and partners in developing reports and peer-reviewed publications that use the data to describe estuarine function and ecosystem services, including relating past (late 1980s – early 1990s) and current nutrient retention and loading with lake and estuarine water levels.	\$	\$
TOTAL Firm Fixed Price	\$	\$

All costs must be in U.S. Dollars.  
 The State will not be responsible for any costs not identified.

There will be no additional reimbursement for travel or other related expenses.