

REQUEST FOR PROPOSALS (RFP) FOR FIELD
DESIGN AND CONSTRUCTION MANAGEMENT
SERVICES

FOR BAILEYS TRAIL SYSTEM MOUNTAIN
BIKE TRAIL PHASE 5 DEVELOPMENT PROJECT
IN THE WAYNE NATIONAL FOREST ATHENS
COUNTY, OHIO

for

OUTDOOR RECREATION COUNCIL OF
APPALACHIA

December 6, 2024

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Section I: Introduction

The Outdoor Recreation Council of Appalachia (ORCA) is an Ohio Council of Governments pursuant to Ohio Revised Code Chapter 167. ORCA is the Wayne National Forest - permitted managing authority of the Baileys Trail System. The Wayne National Forest (WNF) is in Southeast Ohio and is comprised of three land units: Athens, Marietta, and Ironton. The proposed project area is on a section of land currently known as the Bailey Tract in the Athens Ranger District.

The Bailey Tract is approximately 9,000 acres, which has been set aside for mountain bike trail development. The tract of land is southeast of Nelsonville, OH and northwest of Athens, OH, with the communities of Chauncey, Buchtel, and Doanville directly adjacent.

ORCA is soliciting proposals from interested, qualified consultants and intends to retain a professional services contractor to provide field design/construction management services for mountain bike trails to be constructed and located in the Wayne National Forest and the Baileys Trail System Buchtel Snow Fork Trailhead connector trail as more fully described below (hereafter referred to as the “Project”).

Selection of the contractor shall be based on ORCA’s evaluation of responses. ORCA intends to enter into a contract with the selected Responder, and this contract will contain all the terms and conditions required by this Request for Proposal (“RFP”), as well as further terms and conditions negotiated between the ORCA and the selected Responder. ORCA will utilize State of Ohio Appalachian Community Grand Program Funding and all relevant state requirements apply.

1.1 Summary

Proposals must be submitted in PDF format by electronic mail to: Jessie Powers, ORCA Executive Director (jessie@orcaohio.com) *and* Elle Dickerman, ORCA Sustainable Recreation Director (elle@orcaohio.com) **not later than 4:00 pm on Friday, December 20, 2024. Late Responses will not be considered. All references to time in this RFP are to Eastern Standard Time.**

1.2 Purpose of this Request for Proposal

The purpose of this RFP is to evaluate and select a Field Design and Construction Manager (hereafter referred to as the “Manager”) to assist ORCA and its local partners (through a partnership agreement) in developing Phase 5 of the Baileys Trail System’s mountain bike optimized trail. The Manager shall work with the Owner’s Representative and Project Management Team to assure that the vision for these trails is achieved in a professional and efficient manner. The Manager will work collaboratively with, and under the supervision of, the Owner’s Representative (OR) and Project Manager (PM) as appointed by ORCA. (This may be one or two individuals.)

1.3 General Description of Project

ORCA seeks professional services for oversight, field design, planning, and construction/development management for construction of Phase 5 of the Baileys Trail System's professionally built mountain bike optimized trail system.

The Baileys Trail System is designed to be the longest contiguous mountain bike-optimized trail system east of the Mississippi River! The Baileys Trail System is a stacked loop system, which will primarily be developed in the Wayne National Forest, and feature trailheads in three adjacent communities. While the trails will be optimized for mountain biking, they are also open to all forms of human powered use.

Highlights of this trail system include:

- ~88 miles of contiguous trails for beginner to advanced riding levels
- Includes trails that meet High School Mountain Biking and adaptive cycling specifications
- Exemplification of an actively restored forest and classic Appalachian foothill vistas
- Direct connections to 3 Athens County Communities: Nelsonville, Buchtel, and Chauncey
- Bikeway connectivity to Cities of Athens and Nelsonville, Ohio University, and Hocking College via the 23+-mile long Hockhocking Adena Bikeway

Currently, 58 of the Baileys Trail Systems planned 88- miles of trail have been completed (construction phases 1-4), and two of the planned three trailheads have been established.

ORCA will utilize two funding sources to develop Phase 5 of Baileys Trail System trails, which will connect to existing trails and extend towards the Village of Buchtel. Funding sources include Appalachian Community Grant Program Funding and Recreation Trails Program Funding. Phase 5 trail construction will include beginner, intermediate, and advanced trails. Phase 5 construction will also include development of a Buchtel Trailhead connector trail. The anticipated construction budget for Phase 5 trail development is ~\$1.2 million. Procurement of contractors and construction of trails must adhere to all State of Ohio and federal requirements.

1.4 Project Budget and Fees

The anticipated construction budget for Phase 5 trail development is ~\$1.2 million. These costs could provide for construction and contingency, design, permitting, project management and oversight. Procurement of contractors and construction must adhere to all State of Ohio and federal requirements.

1.5 Completion Date

The Project's estimated completion is **December 1, 2025** — although this timeline is flexible contingent upon the pace of local approvals, builder availability, weather and general construction progress. The trailbuilding season in this region is approximately April 1 through October 31.

1.6 Procurement Timetable:

The following is ORCA's intended schedule for the RFP process in procuring a vendor for field design and construction management services. ORCA reserves the right to modify this schedule as necessary. All dates and times are in Eastern Standard Time:

| Event | Date |
|-----------------------------------|--------------------------------------|
| RFP Release Date | Friday, December 6, 2024 |
| Question Submission Deadline | Friday, December 13, 2024 at 4:00 PM |
| RFP Response Submission Deadline | Friday, December 20, 2024 at 4:00 PM |
| Evaluation of Submitted Proposals | Friday, December 27, 2024 |
| Anticipated Contract Award Date | Friday, January 3, 2024 |

Section II: Scope of Services

2.1 Participation in and Coordination with Project Management Team

The Project Management Team will consist of a variety of professionals with complementary skills and experience to oversee the development of the three venues and work with mountain bike trail builders to build high quality trails. The team will include:

- Overall Owner’s Representative/Project Manager – responsible for overseeing all aspects of the project, and overarching project administration; also final decisions on trail design vision and direction relative to targeted mountain bike rider groups and other key factors.
- Wayne National Forest Representative/ Project Manager or other staff- as deemed appropriate by Wayne National Forest for overseeing aspects of the project’s development and administration.
- Field Designer and Construction Manager- responsible for forthcoming scope of services and duties.
- Local mountain bike advocates – the goal is to use local mountain bikers of varying skills to help test ride trails as they are developed, and to give feedback on trail development in real-time when appropriate.
- Local youth or volunteers- if applicable local area youth and/or volunteers may be able to assist with project development as needed and advised by Field Designer and Construction Manager.

2.2 Field Designer and Construction Manager Scope of Services and Duties

Overseeing field design of all trails to be developed in Phase 5 construction and managing the construction process are central duties of the Field Designer and Construction Manager. It is anticipated that this may require multiple staff, and may vary depending on the work flow and readiness of each contractor. Specific scope of work includes:

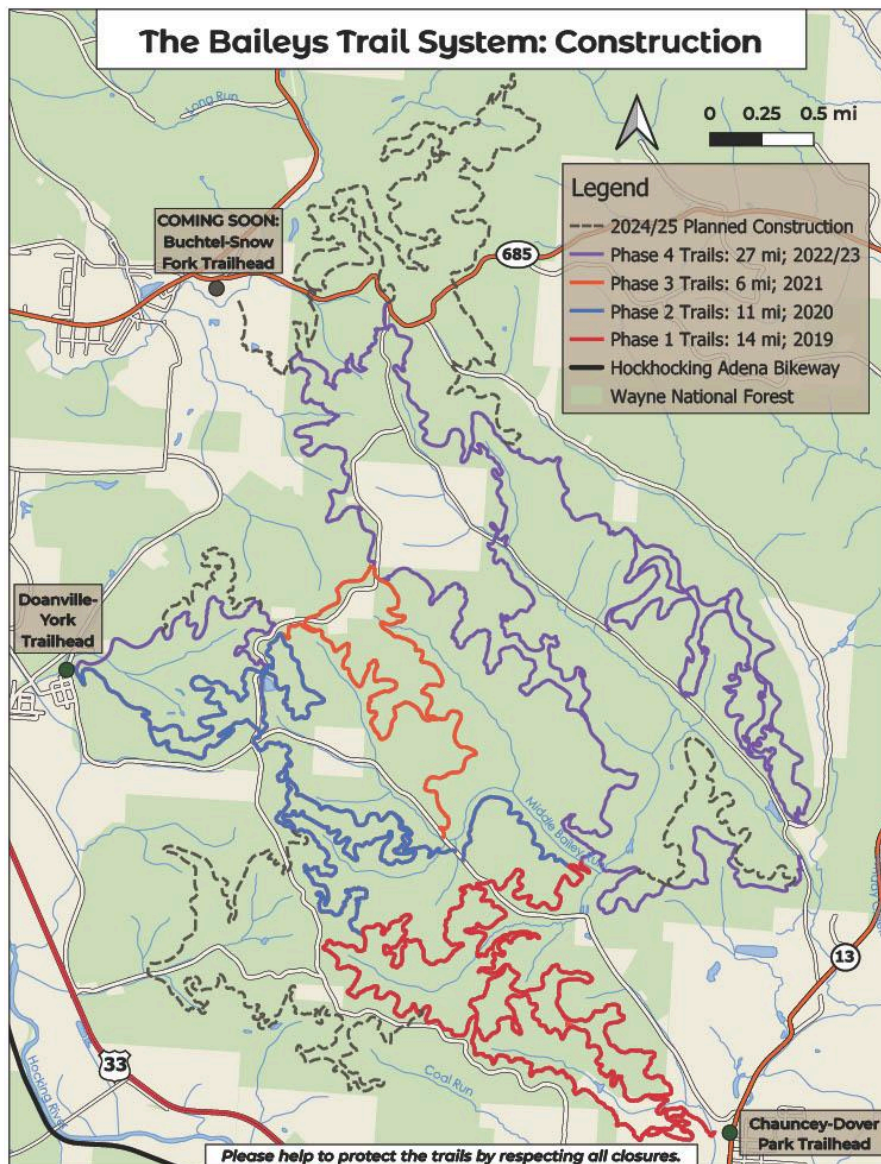
- Lead the refinement of the trail design for Phase 5 Construction of the Baileys Trail System, in concert with the Project Management Team members
- Work day-to-day with the builders on 1) detail trail design and determining difficulty levels; 2) defining trail features; 3) flagging alignments, 4) other issues as typically encountered when building mountain bike trails
- Overseeing and ensuring quality control to ensure desired high-quality outcomes are uniformly achieved
- Coordinate all builders working on the project — including directing and overseeing builders’ activities, troubleshooting issues, and generally making sure that everything comes together to create high quality, sustainable trails
- In concert with the Owner’s Representative/Project Manager, evaluate the performance of builders and undertake typical administrative functions — especially tracking builder activities and productivity and reviewing/approving pay requests

The starting points for developing the mountain bike trails and associated features include:

- The Project description (listed above)
- [Baileys Trail System 2018 Master Plan](#)
- Guidance from ORCA and Wayne National Forest staff
- Phase 5 trail construction indicated in the map below

The actual trail alignment, design, character, level of difficulty, flow, add-on features and so forth will be determined in the field through collaboration between the project management team and trail builders. The goal is to take full advantage of the experience of all builders and designers to build the highest quality trails possible. It is expected that each mile of trail will be a unique design challenge, and the goal is to make every segment compelling to ride. The Manager will have a central role in assuring this is realized.

2.3 Phase 5 Trail Construction Map



2.4 Onsite Presence and Expectations

Overseeing the development of these trails is essentially a full-time position, starting as early as April of 2025. However, it is also recognized that interested Responders may have other client commitments that need to be accommodated, particularly in the early phases of this project. Whereas availability and time commitment to the project is a factor in Manager selection, the skills and experience of the Responder are of primary concern. To that end, ORCA will remain open to some flexibility on onsite work schedules to accommodate previous commitments, as long as doing so is not considered detrimental to the overall project. Also, other team members may be used to support onsite activities when the Manager is not available. In these instances, it is expected that the Manager will be available for consultation via phone, email, and/or text.x

2.5 Field Support for the Field Designer and Construction Manager

If in its best interest, ORCA will leave open the potential to provide direct field support to the Manager to take on some of the onsite duties as described in this RFP. This ties into 2.4 above, and the intent is to build some flexibility into creating the overall team to meet all project needs, accommodate work schedules, and be cost effective with budget allocations for professional services. In such instances, the Manager will be part of selecting support personnel to ensure complementary skills and performance expectations.

Further, whereas a single individual or dedicated individuals in this role is preferred, ORCA will remain open to this position being filled by more than one person in cases where companies have several people with the skills and experience to perform the work tasks. In these instances, Responders must provide the background for all individuals, and outline how that would work in terms of onsite presence and continuity in performance.

Responders should expect this to be part of final contract negotiations, and all Responders should address their perspective on this issue in the proposal.

Section III: Proposal Preparation

3.1 General Information

Proposals must be clear, concise, and clearly follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or specifications must be rejected. Responders must include required information called for in this RFP. ORCA reserves the right to reject a proposal if required information is not provided or is not organized as directed. ORCA reserves the right to change the evaluation criteria or any other provision in this RFP provided all vendors are notified of the change.

This RFP does not obligate ORCA to award a contract or complete the project, and ORCA reserves the right to cancel the solicitation if it is considered to be in its best interest.

- A. This document, including attachments, constitutes a formal RFP and is a competitive procurement. Therefore, the Responder shall carefully follow the instructions herein in order to be considered fully responsive to the RFP. ORCA reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements, omissions or deviations are innocent or inadvertent in the opinion of ORCA, ORCA further reserves the right to waive them as informalities.
- B. Proposals are to be delivered electronically via email with the Responder's name and RFP Response clearly indicated. The proposal must be signed in ink or electronic signature containing authentication identifiers (time and email address) by an authorized member of the company. Proof of authority of the person signing shall be furnished upon request. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. All costs incurred by a Responder in replying to this RFP shall be borne by the Responder.
- C. Notwithstanding anything to the contrary, ORCA reserves the right to:
 - 1. Reject any and all proposals received in response to this RFP.
 - 2. Select, for contract negotiation, a proposal other than the one with the lowest cost.
 - 3. Waive or modify any informalities, irregularities, or inconsistencies in proposals received and/or accept a late written modification requested by ORCA if the proposal itself was submitted on time and if the modified proposal is more favorable to ORCA.
 - 4. Negotiate any aspect of the proposal with any Responder and negotiate with more than one (1) Responder at the same time
 - 5. If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Responder, prepare and release a new RFP, or take such other action as ORCA deems appropriate.
 - 6. Select more than one Responder.

7. ORCA’s evaluation process may include interviews with some Responders after review of proposal documents.
- D. Any verbal explanations of instructions or discussion of any aspect of this RFP provided the Responder before the award of a contract shall not be binding. Responders with questions regarding this Request for Proposal must submit them in writing by electronic mail (do not fax) to:
- Contact: Jessie Powers, ORCA Executive Director
Contact: Elle Dickerman, ORCA Sustainable Recreation Director
Address: jessie@orcaohio.com AND elle@orcaohio.com
Phone: (740) 677-0113
- E. Responders may propose additional tasks, activities, or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

3.2 Contacts

Requests for information or clarification by Responders must be received no later than **4:00 PM on December 13, 2024 (EST)**. Written questions or communications with ORCA regarding this RFP must include the name of the questioner, as well as a phone number, mailing address, and e-mail address for confirmation. Anonymous questions will not be answered.

All communication should clearly state the appropriate RFP reference (i.e. subject plus page and section numbers) and must generally state the contents of the communication (for example, “RFP Questions”) in the subject line of the email. If an email inquiry does not receive acknowledgement of receipt, please contact the ORCA representative by Phone.

If appropriate, a change responding to such a request may be issued by ORCA in the form of an addendum to the RFP. No other communications shall be of any effect in changing or amending this RFP.

All written communications from potential Responders must be sent by electronic mail (do not fax) to:

Contact: Jessie Powers, ORCA Executive Director
Contact: Elle Dickerman, ORCA Sustainable Recreation Director
Address: jessie@orcaohio.com AND elle@orcaohio.com
Phone: (740) 677-0113

3.3 Proposal Delivery

All proposals must be sent in PDF format by electronic mail to and received by:

Institution: Outdoor Recreation Council of Appalachia (ORCA)

Contact: Jessie Powers, ORCA Executive Director

Contact: Elle Dickerman, ORCA Sustainable Recreation Director

Address: jessie@orcaohio.com AND elle@orcaohio.com

Phone: (740) 677-0113

In order to be considered for selection, sealed proposals must be received at the electronic addresses identified above and time stamped by ORCA no later than **Friday, December 20, 2024 at 4:00 PM (EST)**. Submission by fax, or mail is unacceptable and proposals submitted only by these means will not be considered.

A Responder's response received after the deadline will not be accepted or considered. Receipt by ORCA of a proposal received after the closing date and time as stated herein shall not be construed as acceptance of the proposal. Late proposals will be logged as to date/time received and thereafter returned to the late Responder without being evaluated.

3.4 Quantities

Each Responder shall provide a single PDF document formatted on 8 ½ x 11 inch paper of its entire submission including all attachments.

3.5 Duration of Offer

Proposals submitted in response to this solicitation are irrevocable for 60 days following the due date of the proposals. This period may be extended by written agreement between Responder and ORCA.

3.6 Transmittal Letter

The Transmittal Letter for each Responder's proposal must be submitted on its official business letterhead. The letter shall identify all materials and enclosures being forwarded collectively as a response to this RFP and must be signed by an individual authorized to commit the Responder to the scope of work proposed.

3.7 Proposal Content

The following is considered minimum contents of the proposal:

- A. Statement of Understanding — a statement as to Respondents understanding of the intent of this RFP to show or demonstrate the Responder’s view of the nature of the project and an understanding of the responsibilities associated with this RFP.
- B. Scope of Services Outline — confirmation of the scope of services and associated deliverables to be provided by the Responder, along with additional details that support Responder’s understanding of the project and this key role in the project's success.
- C. Professional Experience and Expertise — an outline of the Responder’s professional background and experience with the design and development of high quality, purposebuilt mountain bike trails. Identification of person or person(s) that would conduct the work and be responsible to meet project objectives — with details on training and work experience. No change in personnel assigned to the project will be permitted without the approval of the Owner. If work is to be a shared responsibility, details of how that would actually work and the qualifications of each person should be provided, especially as it relates to approaches to field design and managing builders' work.
- D. Project Approach and Work Plan — illustrating the Respondents approach to the work tasks and duties, along with anticipated distribution of time to accomplish the defined duties and work tasks. The intent is to basically understand how the Respondent views the project and envisions how project time will be allocated (recognizing that this is an estimate or best judgement). Also identify the software and other project management tools that would be used for documenting/mapping trails, correspondence, managing builders, tracking costs, etc.
- E. Fees and Costs Spreadsheet — specifically defining hourly and daily rates, anticipated expenses, any travel costs, etc. that would be incurred as part of the Responder’s work effort. Responders are also required to provide a cost percentage ratio of field design and construction management services in comparison to construction costs. (Anticipated Phase 4 trail construction budget is ~\$1.2 million, as indicated previously.)
- F. Other Responsibilities — clarify any responsibilities that ORCA and/or the Project Management Team should be aware of that would not be included in the Responder’s proposal.
- G. Required Attachments — Attachments 1 (Affidavit of Non-Collusion), 2 (Agreement to Terms Conditions and General Insurance Requirements), 3 (Agreement to comply with Ohio Equal Employment Opportunity), 4 (Affidavit of compliance with Copeland Anti-Kick Back Act), 5 (Certification regarding Debarment, Suspension, and Other Responsibility Matters), and 6 (Additional Certifications).
- H. Required Responder Statements or Attestations — respond to each of these referencing each one (i.e., H.1, H.2, etc.) and providing a response to each within the proposal:

1. A list of the individuals involved with the preparation of the RFP response.
2. A statement that no attempt has been made or will be made by the Responder to induce any other person or firm to not submit a proposal.
3. A statement on the RFP proposal sheet listing all addenda, if any, received by the Responder.
4. A statement that no personnel currently employed by ORCA or under contract to ORCA participated, directly or indirectly, in any activities related to the preparation of the Responder's proposal; this does not include clarifications and answers to questions provided by ORCA in regard to this RFP.
5. A statement that Responder has sole and complete responsibility for the completion of all services provided under the contract.
6. A statement that the prices and costs proposed by the Respondent have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Respondent or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Respondent prior to award, either directly or indirectly, to any other Respondent or competitor, all as reflected in the **Affidavit of Non-Collusion (Attachment 1)**.
7. A statement that no contingency fees have been paid for purposes of securing this contract.
8. A statement that the Responder's offer will be firm and binding, without any reference to the price submitted, for 60 days from the due date for receipt of proposals.
9. A statement that Responder's offer takes into account and provides all reasonable actions necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of work on the project.
10. A statement that Attachments 1-6 have all been reviewed and, where required, submitted as part of the Proposal.
11. A certification by an appropriate company officer and designee that the official signing this proposal has the authority to obligate and bind the company to the terms, conditions, and provisions of the proposal.

Section IV: Proposal Evaluation

4.1 General

All proposals received by the deadline noted above will be evaluated. At the option of ORCA, an interview may be part of the evaluation process. ORCA reserves the right to name a date at which selected finalists will be invited to participate in an interview. Interviews may be via phone or virtual meeting. Contract awards shall be made only to responsible contractors that have the ability to perform successfully under the terms and conditions of the proposed contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance and financial/technical resources.

Factors on which proposals will be judged include, but are not limited to:

1. Completeness, detail, and thoughtfulness of response as reflected by proposal, especially as it relates to the elements of work listed in Section II.
2. Experience of the Responder, which needs to be supported with project examples and references.
3. Approach, benefits, or advantages to ORCA.
4. Cost in relation to level of service to be provided.

4.2 Criteria

Criteria described below, based upon the point scale below, will be used by ORCA's review committee to evaluate Respondent proposals. The evaluation may include Respondent interviews and requests for additional information, and will focus on the specifics of the Respondent's approach.

A. Company Profile – 15%

The Respondent will submit a company profile. Factors favorable to a Respondent will be stability of the Respondent's business, along with clear evidence that the company has a focus on sustainable, purpose built natural-surface trail development — especially with respect to mountain bike trails. Factors unfavorable to a Respondent include, but are not limited to, poor performance on other projects, civil or criminal judgments or financial weakness that would affect the Respondent's performance or ability to complete the project.

B. Relevant Experience and Professional Success with Similar Projects - 50%

The Respondent will provide a summary (5 pages maximum) of its experience and professional success with specific projects of similar nature and scope to the project, specifically stating project description, scale and complexity, and geographic location of each. The summary should include relevant, recent projects that effectively illustrate the professional competency to undertake the work described in the RFP (5-8 projects in total). The Respondent shall provide for each of these projects the name of a contact person with phone number and email address. ORCA reserves the right to independently obtain confirmation of the Respondent's information from such Owners. ORCA also reserves the right to seek input from others within the industry with knowledge of the Responder's experience, work history, and performance. All of what

is learned through ORCA's due diligence will factor into the relevant experience and professional success evaluation and scoring.

C. Project Approach, Methodology, and Work Plan - 20%

The Respondent's approach, methods, work plan, etc. will be used as the basis for scoring the Responder's understanding of the project and capacity to provide the defined services under this RFP. Additionally, the Respondent's understanding of this role as part of an overall Project Management Team will be considered in the scoring.

D. Fees and Costs Spreadsheet - 15%

The Respondent's fees and costs must specifically define hourly and daily rates, anticipated expenses, any travel costs, etc. that would be incurred as part of the Responder's work effort. Additionally, Respondent's fees must provide a cost percentage ratio of field design and construction management services in comparison to construction costs.

Section V: General Requirements

5.1 ORCA's Right to Amend RFP

ORCA reserves the right to amend any segment of the RFP prior to its announcement of a successful Responder and award of contract. If a change occurs in ORCA's requirements resulting in a decision to modify the RFP scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP provided to all prospective Responders on the official Responderlist. In such an event of change, all Responders will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

Any addenda to this RFP will be sent by ORCA to Responders by mail or email and posted on ORCA's website at the following link: <https://baileystrailsystem.org/about/resources/> Responders will be responsible for meeting the requirements of all addenda and will be required to acknowledge receipt of all addenda on the RFP proposal form.

To receive addenda and other information pertaining to this RFP, all Responders must ensure they are on ORCA's official list of Responder and must designate a single mailing and/or email address for all such mailings. Contact Elle Dickerman at: elle.baileystrails@gmail.com to be added to ORCA's official Responder list.

5.2 Required Submissions

Each Responder must complete the attached Required Submissions and include them with their proposal. Failure to submit correctly executed copies of all of the below forms shall be grounds for rejection of a vendor's response to this RFP.

- Affidavit of Non-Collusion (Attachment 1)
- Agreements to Terms and Conditions, General Insurance Requirements (Attachment 2)
- Agreement to Comply with Ohio Equal Employment Opportunity (Attachment 3)
- Agreement to Comply with Copeland Anti-Kick Back Act (Attachment 4)
- Certification regarding Debarment, Suspension, and other Responsibility Matters (Attachment 5)
- Additional Certifications (Attachment 6)

5.3 Conflicts of Interest

A Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP. The list should indicate the name of the entity, the relationship, and a discussion of the conflict. Disclosure of any real or potential conflicts of interest, may, at the sole discretion of ORCA, be grounds for rejection of the Responder's proposal or termination of any contract awarded.

5.4 Disposition of Responses

All materials submitted in response to this RFP will become property of ORCA and will become public record in accordance with Ohio Revised Code section 149.43 after the evaluation process is completed and an award decision is made. All materials submitted by responders are subject to the provisions of State of Ohio laws. The Ohio Department of Natural Resources, the state auditor, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor for the purpose of making audit, examination, excerpts, and transcriptions of this State of Ohio funded project.

5.5 Form of Contract between ORCA and Responder

The selected Responder and the ORCA will be in the form of an ORCA Professional Services Contract, attaching and including this RFP and any addenda, the selected Responder's response to the RFP, and any modifications to the requirements of the RFP resulting from negotiations between the selected Responder and ORCA.

Contract between selected Responder and ORCA will outline contractual conditions for administrative or legal remedies in instances where contractors violate or breach contract terms, including termination.

5.6 General Insurance Requirements

Listed below are the insurance requirements of ORCA. Respondent must complete the attached certification regarding general insurance requirements (Attachment 2).

The Contractor shall not commence work under the contract until they have obtained all the insurance described below and ORCA has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
 - a. Statutory Compensation Coverage
 - b. Coverage B – Employers Liability with limits of not less than:
 - \$100,000 Bodily Injury by Disease per Employee
 - \$500,000 Bodily Injury by Disease Aggregate
 - \$100,000 Bodily Injury by Accident

2. Automobile Liability Insurance
 - a. Minimum Limits of Liability:
 - \$500,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
 - b. Coverage
 - Owned Automobile
 - Non-owned Automobile

X Hired Automobile

3. General Liability Insurance

a. Minimum Limits of Liability

\$500,000 - Per Occurrence

\$500,000 - Annual Aggregate

\$500,000 – Annual Aggregate applying to Products/Completed Operations

b. Coverage:

X Premises and Operations Bodily Injury and Property Damage X Personal & Advertising Injury

X Blanket Contractual

X Products and Completed Operations

X Other; if applicable, please list X IRRRB named as Additional Insured

Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to ORCA with respect to any claim arising out of the contractor's performance under this contract.
- Contractor's policy(ies) will provide ORCA with thirty (30) days advance written notice of cancellation.
- Contractor is responsible for payment of contract related insurance premiums and deductibles.
- If Contractor is self-insured, a Certification of Self-Insurance must be attached.
- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4 above.
- An Umbrella or Excess liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

Section VI: Financial Requirements

In preparing a response, Responders should be aware of the following required IRRR contract terms and conditions:

Compensation will be for actual services performed, unless a specific payment schedule is mutually agreed upon. ORCA makes regular payments based on the passage of time and only pays for services performed or work delivered AFTER it is accomplished in a satisfactory way and accepted.

Payment is only made after the submission of an authorized and properly itemized invoice.

ATTACHMENT 1

OUTDOOR RECREATION COULCIL OF APPALACHIA

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual) or an officer or employee of the responding company or corporation having authority to sign on its behalf (if the Responder is a company or corporation);
2. That the attached proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent competition;
3. That the contents of the Request for Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____

Company Name: _____

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

Notary Public

My commission expires _____, 20_____.

ATTACHMENT 2

**TERMS AND CONDITIONS
GENERAL INSURANCE
REQUIREMENTS**

As an authorized signatory for the company specified below, I certify that the company has/will have all insurance policies at the limits specified in ORCA's RFP throughout the duration of any contractual relationship that may result from acceptance of our proposal. I further certify that the company agrees to indemnify ORCA, Wayne National Forest, and the State of Ohio for any claims or damages in excess of the policy limits.

Company

Authorized Signature

Date

ATTACHMENT 3

COVENANT B OF THE JANUARY 27, 1972 EQUAL EMPLOYMENT OPPORTUNITY EXECUTIVE ORDER OF THE GOVERNOR OF OHIO

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided, setting forth the provisions of this nondiscrimination clause.
2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency, advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of the Department of Administrative Services, Division of Public Works (DPW) Regulation on Equal Employment Opportunity (EEO) and with the implementing rules, regulations, and applicable orders of the State Equal Employment Opportunity Coordinator.
5. The contractor agrees he will fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator, and with any other official or agency of the state or federal government that seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under this contract. Said contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator, and any of the State of Ohio's officials and agencies in this regard, both before and during construction.
6. Full cooperation as expressed in clause 5 above, shall include, but not be listed to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions or unlawful employment practices, furnishing all information and reports required by the DPW Regulation on EEO and by the rules, regulations, and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to his books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further state contracts or state assisted construction contracts in accordance with procedures authorized in the DPW Regulations on EEO, and such DPW Regulations on EEO, and such other sanctions may be instituted and remedies invoked as provided in said Regulation or by rule, regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law. In the event this contract is terminated for a material breach of said Regulations, the contractor shall become liable for any and all damages as a result of said breach.

1. The contractor will include the portion of the sentence immediately preceding Paragraph 1 and the provisions of Paragraphs 1 through 8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator issued pursuant to Section 204 of the DPW Regulation on EEO, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the State Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may request the State of Ohio to enter into such litigation to protect the interests of the State.

NOTICE: THE CONTRACTOR MUST COMPLY WITH THE PROVISIONS OF THE GOVERNORS EXECUTIVE ORDER 84-9, DATED FEBRUARY 15, 1984, WHICH REQUIRES THE ESTABLISHMENT OF UNIFORM STATEWIDE GOALS FOR THE UTILIZATION OF WOMEN ON STATE AND STATE-ASSISTED CONSTRUCTION CONTRACTS.

Signed: _____

Company Name: _____

Subscribed and sworn to me this day of _____, 20_____

.Notary Public

My commission expires _____, 20_____.

ATTACHMENT 4

AFFIDAVIT OF COMPLIANCE WITH TITLE 18, U.S.C. , SECTION 874

KICKBACKS FROM PUBLIC WORKS EMPLOYEES

Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

Signed: _____

Company Name: _____

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

Notary Public

My commission expires _____, 20_____.

ATTACHMENT 5

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 - 19211). Copies of the regulation may be obtained by contacting the U.S. Department of Education, Grants and Contracts Service, 400 Maryland Avenue, S.W. (Room 3633 GSA Regional Office Building No. 3), Washington, DC. 20202-4725, telephone (202) 732-2505.

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 6

ADDITIONAL CERTIFICATIONS

Project Name: Phase 5 Baileys Trail System Field design and Construction Management

I certify that my company has the *facilities* to complete this job.

I certify that my company has the *labor force* to complete this job.

I certify that my company has the *equipment* to complete this job.

I certify that my company has the *administrative capacity* to complete this job.

I certify that my company has the *knowledge* to complete this job.

I certify that my company maintains a *drug free workplace*.

Name and Title of Authorized Representative

Signature & Date