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SECTION A: SUPPLIES OR SERVICES AND PRICES/COSTS

The City of Mentor is seeking a contractor team (Contractor) to complete design and construction of a green infrastructure project at Mentor Lagoons Nature Preserve and Marina (Project). This project is funded under the National Fish and Wildlife Foundation (NFWF) Sustain Our Great Lakes grant program. This contract will include assistance to the City of Mentor (the “City”) and coordination with its project partners, including the Chagrin River Watershed Partners, Inc. (CRWP).

The contractor shall furnish all necessary drawings, plans, labor, and equipment. The Contractor is responsible for directing construction services in accordance with the approved design to complete the project. The contractor will be responsible for providing all information and for securing, on behalf of the City, necessary local, state and federal permits for the project. This includes required surveying and data collection to prepare and submit permit applications and payment of required fees to obtain permit or agency authorizations to proceed. No work shall commence until necessary permits are secured.

The total maximum cost/price for performance under this contract is $550,000.00. This maximum amount of $550,000.00 shall not be exceeded under any circumstances unless written authorization is obtained from the City of Mentor. All proposals shall include the total amount necessary for completion of the project. The proposal shall include an itemization of the cost of materials, labor and any additional cost the contractor deems necessary.

Candidates are encouraged to comment on any specified work which may not be needed to complete the project, or to propose alternate and/or complementary work to complete the project at a lower cost while meeting the project requirements of installing 16,166 square feet of permeable pavers, installing 7,542 square feet of vegetated buffers, and enhancement of an existing bioswale. Please email questions to and include all the following partners:

- Kevin Saracino, Chagrin River Watershed Partners - ksaracino@crwp.org
- Kevin Grippi, City of Mentor – Grippi@cityofmentor.com

SECTION B: DESCRIPTION/SPECIFICATIONS/SCOPE OF SERVICES

I. Background

Through this project, the City of Mentor will implement Phase II of the green stormwater infrastructure at the Mentor Lagoons Nature Preserve and Marina. Phase I of the project - funded with a Great Lakes Restoration Initiative grant - included the installation of 24,600 SF of permeable pavers and a 5,400 SF bioswale along a 20,000 SF storage facility, with a goal of preventing 866,950 gallons of stormwater from entering Mentor Marsh annually. The second phase will include the installation of 16,166 SF of permeable pavers within a parking area, two vegetated buffers comprising 7,542 SF adjacent to the marsh, and enhancements to the existing bioswale. The project will also build on the work the City has done with the Cleveland Museum of Natural History and Blackbrook Audubon Society by further enhancing habitat for pollinators and migratory birds. The project site is located at the Mentor Lagoons Nature Preserve and Marina which is less than ½ mile from the Lake Erie shoreline and adjacent to the Mentor Marsh, an estuary wetland and defining feature of a complex coastal wetland system along nearly six miles of the Lake Erie shoreline.
The project site is located near the intersection of Harbor Drive and Mentor Marina in the City of Mentor, Lake County, Ohio (Exhibit A: Location Map) within the Marsh Creek – Frontal Lake Erie Watershed (12-digit HUC: 041100030204). The property is owned by the City of Mentor and is the location of Mentor Lagoons Nature Preserve & Marina.

II. Conceptual Plan

The conceptual plan (Exhibit B) calls for the installation of permeable pavers, vegetated buffers, and enhancement of the existing bioswale. The permeable pavers will replace a portion of the impervious stone and chip seal parking area to the west of the main entrance road. The vegetated buffers will be installed in two locations bordering the marsh and immediately adjacent to the marina’s entrance road. The 5,400 square foot bioswale installed in Phase I will also receive upgrades to reduce the maintenance of the existing vegetation which require regular attention.

SECTION C: CONTRACTOR SCOPE OF SERVICES AND SCHEDULE

I. Overview

Through this Request for Proposal, the City of Mentor will select a contractor to provide recommendations, designs, construction specifications, permitting, permit compliance, monitoring, reporting and construction for the Mentor Lagoons Nature Preserve and Marina Green Infrastructure Project.

The selected contractor will complete a design, be responsible for preparing, filing, obtaining and paying for all local, state and federal permits and certifications under the Clean Water Act, and complete construction of the project. The City will work with the contractor to provide details on the pervious paver brick specifications. A summary of the contractor scope of services and proposed schedule are as follows:

II. Contractor Scope of Services

A. Provide plans, design specifications, and complete construction of 16,166 square feet of permeable pavers, 7,542 square feet of vegetated buffers, and enhancement of the existing bioswale constructed in Phase I. Plans should achieve the following:

1. Removal of the impervious stone and chip seal parking area and install 16,166 square feet of permeable pavers. The permeable pavement will include brick pavers, layers of varying sized stones, two layers of geotextile fabric over subgrade soil, and a minimum of 18” of premium base. The pavers to be installed shall be Belden Brick Admiral (Red) Full Range City Line Permeable Pavers 2-3/4” x 4” x 8” or approved equal.

   i. A monitoring well shall be incorporated into the construction of the pavers. The location and design shall be agreed upon during the design phase.

2. Installation of two (2) vegetated buffers totaling 7,542 square feet that border the marsh. The vegetated buffer design should emphasize vegetation that blooms from early spring to fall, provides habitat for migratory birds and
pollinators, and vegetation selected based on salt tolerance due to road proximity. The contractor will be responsible for applying herbicide to the grass, using a shallow roto tiller to break up the sod layer, installing vegetation, and seeding and mulching the area. The contractor will erect fencing around the buffers to prevent geese from eating and moving the seeds.

3. Enhance the 5,400 square foot bioswale installed during Phase I of this project to reduce required maintenance.

4. Planting plan with lists of plant species to be used.

B. Consultant must lead and attend a project kick-off meeting and a minimum of two in person plan review meetings. Revise plans based on comments from the City of Mentor, CRWP, and regulatory agencies. At least two rounds of plan review and revisions are anticipated.

C. Provide calculations and quantities for soil excavation and removal associated with this project, if applicable.

D. The City does not anticipate wetland impacts for this project. However, if wetlands are impacted as a result of this project, mitigation will be completed on site and included as a part of this design/build project. Bidders shall indicate whether they anticipate any wetland impacts in their proposal.

E. Disturbance to existing natural vegetation shall be minimized in accessing the site and stabilizing the bank.

F. Prepare, file, pay for associated costs, and obtain necessary state and federal permits, certifications, and authorizations before beginning construction.

G. Comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA) as required by NFWF before any potentially impactful work related to this project begins.

H. Provide and execute a Stormwater Pollution Prevention Plan (SWP3) for the project. Erosion and sediment discharge must be controlled throughout the construction process in accordance with the Ohio EPA construction general permit and local erosion and sediment control regulations, if applicable.

I. Project design shall protect water quality and stream integrity as much as possible during construction.

J. If necessary, a floodplain development permit shall be filed with the City for this work. Floodplain development permit applications shall comply with all federal and state statutes, and local laws, rules and ordinances.

K. The selected contractor must be registered with the City of Mentor.

L. All work shall be performed in a lien-free, good and workmanlike manner and in accordance with the requirements of all applicable government ordinances, codes, regulations and laws.

M. The contractor shall make no use of the project site other than between the hours of 7:00 AM and 7:00 PM, Mentor, Ohio time, Monday through Saturday (national holidays excluded); provided, however, that Contractor shall be permitted to leave stored equipment and materials within agreed upon areas at the project site at other times.

N. Contractor shall, at its sole cost and expense, install a temporary construction fence surrounding the project site, and maintain such fence in good and sightly condition during construction.

O. Any fill or spoils generated as a result of this project should be transported to the near-site location as designated by the City of Mentor. (Exhibit C)
P. Any areas disturbed to access the site, including roadways/right of ways and private property must be restored to former condition at the close of this project at the Contractor’s expense. Contractor must obtain photographs and video of the park roads within project limits and submit copies to the Mentor City Engineer, Matthew Bennett, and Director of Parks and Recreation, Kenneth Kaminski, prior to the commencement of construction.

Q. Contractor must provide a two-year warranty on plant materials installed through this project, ensuring 75% survival of any live stake plantings and 90% survival for all other plant material. Plant materials shall be replaced by the warranty if more than 25% of the plant is dead, diseased, or dying.

1. “Warranty Period” means a period of two (2) years from the Final Completion Date of the entire Work (or a specific part of the Work) or the longer periods of time as may be required by specific warranties contained in the Construction Agreement, provided by manufacturers or suppliers, or as otherwise stated in any Certificate of Final Completion, during which the contractor, at its sole cost and expense, shall remove or correct all Work performed by Contractor under the Contract Documents, which the City deems to be defective in material or workmanship or not in conformance with the Contract Documents.

2. Contractor warrants to the City that all materials and equipment furnished shall be new and unused, unless otherwise specified in the Contract Documents, and that the Work will be free from faults and defects and in conformance with the Design Documents, Contract Documents, and all applicable laws or regulations. Contractor agrees, at its sole cost and expense, to remove or correct all Work performed by it under the Contract Documents, which the City deems to be defective or not in conformance with the Design Documents, Contract Documents, or applicable laws or regulations during the Warranty Period. Contractor also agrees during the Warranty Period to remove or correct any portions of the Work that may be damaged or destroyed by such defective Work or by the removal or correction of such defective Work. City shall approve the Work performed during the Warranty Period and, if the Work is unacceptable, the Warranty Period shall be extended until the Work is acceptable to City. Upon request by City, the contractor and City shall jointly inspect the Work during the twelfth month following the Date of Final Completion to identify and investigate any defective or non-conforming Work covered during the Warranty Period. Contractor’s warranty excludes remedy for normal wear and tear and normal usage.

3. If contractor does not fully perform its obligations under the Warranty provisions within a reasonable time following written notice by the City to contractor then, in addition to, and not in lieu of any other right or remedy available to the City under the Construction Agreement or at law, the City may perform or cause such obligations to be performed at the sole cost and expense of contractor.

4. Nothing contained in the Warranty provision will be construed to establish a period of limitation with respect to any other obligation which contractor might have under the Construction Agreement or related Contract Documents. The Warranty Period relates only to the obligation of the contractor to correct the Work following Final Completion of the project.
R. Contractor shall be responsible for conducting all pre-, during, and post-project monitoring activities and preparation and submittal to the City of all reports required for compliance with federal, state, and local permit conditions.

S. All materials, reports, surveys, delineations, plans, etc. will be available to the City of Mentor, and CRWP to use for educational materials, signage, grant documentation and reporting, and permitting.

T. The contractor shall be solely responsible for all data and information sources used in design and construction of this project.

U. Each part or detail of work shall be subject to inspection by the City of Mentor.

V. As-built construction plans shall be provided to the City of Mentor upon completion of the project.

W. Contractor must certify it is not on the System for Award Management Excluded Parties List as a result of debarment or suspension.

III. Schedule

**November 4, 2023:** First bid advertisement

**November 13, 2023:** Second bid advertisement

**November 15, 2023:** 10:00 – 11:00 am: **Mandatory pre-bid meeting** on site (8365 Harbor Dr, Mentor, OH 44060). Contact Kevin Saracino at ksaracino@crwp.org or (440) 975-3870 ext. 1005 if you plan to attend.

**November 16, 2023:** Questions pertaining to this Request for Proposals must be submitted by 5:00 PM and directed to Kevin Saracino (ksaracino@crwp.org) via email only.

**November 17, 2023:** A Question and Response document will be shared with all recipients of the Request for Proposals.

**November 29, 2023:** Proposals must be received at Mentor City Hall by 12:00 NOON.

**December 8, 2023:** Anticipated date for the City of Mentor to approve selected contractor.

**December 2023:** Contract development.

**December 2023 – February 2024:** Complete project design and required permitting.

**March 2024 – July 2024:** Impervious surface removal and pervious paver installation.

**March 2024 – July 2024:** Vegetated buffer installation and existing bioswale enhancement.

**August 1, 2024:** All work under this contract, including invoices, must be completed and delivered to the City.

*Exact dates of contract award, design/permitting, and construction may vary.*
Section D: Applicable State and Federal Requirements

I. Overview
For the purpose of Section D, the selected contractor shall be referred to as “Subgrantee.” The subgrantee must comply with the following conditions and all conditions within the NFWF Sustain Our Great Lakes Grant Agreement with The City of Mentor (Exhibit E).

II. Proposal Bonding Requirements
A. Proposal: To be entitled to consideration, a proposal must be made in accordance with the following instructions:
B. Preparation: Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.
C. Names of Bidders: Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.
   1) Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary, or other person authorized to bind it in the matter.
   2) The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word “President,” “Secretary,” “Agent,” or other title without disclosing their principal may be held to be the proposal of the individual signing.
   3) When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.
D. Delivery: The proposal shall be sealed in an envelope, addressed to:

   CITY OF MENTOR
   C/O ENGINEERING DEPARTMENT
   8500 CIVIC CENTER BOULEVARD
   MENTOR, OHIO 44060

and delivered to the office on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

E. Proposal to Include All Work: Each proposal shall include equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.
F. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in
preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

G. **Acceptance or Rejection of Proposal:** The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.
1) In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

H. **Proposal Bond or Check:** Each proposal must be accompanied by a cashier’s or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of ten (10) percent of the proposal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

I. **Forfeiture of Check or Proposal Bond:** If the Bidder to whom the contract is awarded shall fail to honor the contract or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.

K. **Informal Proposals:** Proposals may be rejected for the following reasons:
1) If the proposal is on a form other than furnished by the City or if the form is altered or any part thereof detached.
2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

L. **Competency of Bidders:** No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.

M. **Disqualification of Bidders:** Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.
3) Proposal prices that obviously are unbalanced.

N. **Addendum or Modification:** Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

O. **Tax Exemptions:** The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

1) The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

III. **Contract Bonding Requirements**

The successful bidder shall be required to furnish a bond for the faithful performance of the Contract in a sum of not less than one hundred percent (100%) of the total price bid for the project; said bond shall be an approved surety company authorized to transact business in the State of Ohio and shall be underwritten by a surety that is listed on the most current Department of Treasury Circular 570 “Surety Companies Acceptable on Federal Bonds”. Bonding requirements are detailed in 40 CFR 30.48 (https://www.gpo.gov/fdsys/pkg/CFR-2002-title40-vol1/pdf/CFR-2002-title40-vol1-sec30-48.pdf)

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

IV. **Compliance with State and Federal Grant Agreement Requirements**

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

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

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

A. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
B. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women’s business enterprises;
D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women’s business enterprises;
E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
F. Requiring that subSubgrantees, if subcontracts are to be let, take the affirmative steps listed in this Paragraph;
G. Pursuant to Executive Order No. 2008-12S, Subgrantee and subSubgrantees, if any, shall make a good faith effort to purchase from Ohio companies any goods and services acquired under this Agreement; and
H. Pursuant to Executive Order No. 2008-13S, Subgrantee and subSubgrantees, if any, shall make a good faith effort to purchase goods and services from certified Minority Business Enterprise (“MBE”) and Encouraging Diversity, Growth and Equity (“EDGE”) program vendors. EDGE program guidance may be viewed online at http://das.ohio.gov/Divisions/Equal_Opportunity.aspx. The list of State-certified MBE and EDGE businesses may be found by accessing the following websites: https://eodreporting.oit.ohio.gov//searchMBE.aspx https://eodreporting.oit.ohio.gov//searchEDGE.aspx

V. Nondiscrimination
The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, handicap, or disability. The Subgrantee will take affirmative action to ensure applicants are employed, and employees are treated during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, handicap, or disability. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State of Ohio setting forth the provisions of this non-discrimination clause.
The Subgrantee agrees the hiring of employees for the performance of work under this Agreement shall be done in accordance with Sections 125.111, 153.59, and 153.591 of the Ohio Revised Code.

VI. Prohibition Against Purchase of Services Provided Outside the United States
Executive Order 2011-12K, signed June 21, 2011, provides no State Cabinet Agency, Board or Commission shall enter into any contract which uses any public funds within its control to purchase services which will be provided outside the United States. Subgrantee affirms it has read and understands Executive Order 2011-12K and shall abide by the Executive Order’s requirements in the performance of this Agreement and shall perform no services required under this Agreement outside of the United States. Subgrantee shall disclose to the City of Mentor:

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

VII. Equal Employment Opportunity
The Subgrantee agrees it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other 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, and said Subgrantee 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. All bidding and contract documents shall contain necessary requirements to implement these provisions.

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

IX. Compliance with the Davis-Bacon Act
All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as may be applicable and the requirements of 29 CFR pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 CFR pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week. Contractor shall comply with the Ohio Prevailing Wage law as may be applicable. Any applicable federal prevailing wage requirements supersede state requirements.

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

XI. Conflicts of Interest and Ethics Compliance
The Subgrantee 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 and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

The Subgrantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. The Subgrantee further represents, warrants, and certifies that neither Subgrantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order.

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

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

XIV. Certification Against Unresolved Findings for Recovery
Subgrantee represents and warrants it is not subject to an "unresolved" finding for recovery under ORC 9.24. If this warranty is deemed to be false, this Agreement shall be void ab initio and Subgrantee shall immediately repay to the City of Mentor any funds paid under this Agreement.

XV. Subgrantee’s Liability
The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Director of Law:

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

A. The City of Mentor and its authorized agents, the National Fish and Wildlife Foundation, Chagrin River Watershed Partners, Inc. and Lake County Soil and Water Conservation District shall be endorsed as “additional insureds” on all policies covering work under this RFP.
B. Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than $1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.

C. Worker’s Compensation coverage as required by statute, covering all employees, lease workers, temporary workers and volunteer labor of the City and its contractors or subcontractors. A copy of the Contractor’s Workers’ Compensation Certificate shall be submitted to the City.

D. Employer’s Liability coverage with limits of $1,000,000.00 each employee, each accident; provided in monopolistic states Stop Gap Coverage be maintained by endorsement to the Commercial General Liability Insurance, in lieu of Employer’s Liability coverage.

E. All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

F. Liability: The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys’ fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

G. Royalties and/or License Fees: The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

H. Assignment of Contract: The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.

I. Cancellation: Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.

J. Control of Work: The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
K. **Claims for Adjustment and Disputes:** If, in any case, the Contractor deems additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.

L. **Duration of Contract:** The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

M. **Purchases:** After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.

N. **Delivery:** The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

O. **Payment of Invoices:** Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

P. **Taxes:** Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

XVI. **Ohio Elections Law**

The Subgrantee shall, as applicable to this project, ensure that all sub-contractors comply with the provisions of the Ohio Elections Law, Section 3517.13 of the Ohio Revised Code.
XVII. Trafficking In Persons

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), the Subgrantee shall comply with the below provisions and shall flow down these provisions in all subawards and contracts, including a requirement that subawards and contracts similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

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

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. Definitions. For purposes of this award term:
   1.“Employee” means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. “Private entity”:
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.

4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

XVIII. 41 United States Code (U.S.C) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection
(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.
(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
(c) The recipient shall insert this clause, including this paragraph(c), in all subawards and contracts over the simplified acquisition threshold related to this award.

XIX. 41 USC §6306, Prohibition on Members of Congress Making Contracts with
Federal Government.
No member of or delegate to Congress or Resident Commissioner shall be admitted to any share
or part of this award, or to any benefit that may arise therefrom; this provision shall not be
construed to extend to an award made to a corporation for the public’s general benefit. The
Subgrantee shall flow down this provision in all subawards and contracts, including a
requirement that subrecipients similarly flow down this provision in all lower-tiered subawards
and subcontracts.

XX. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
The Subgrantee is encouraged to adopt and enforce policies that ban text messaging while
driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF
Subrecipient shall flow down this provision in all subawards and contracts, including a
requirement that subrecipients similarly flow down this provision in all lower-tiered subawards
and subcontracts.

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

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

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

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

XXII. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.
The Subgrantee must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The Subgrantee must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

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

XXIV. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)
As required by 2 CFR 200.216, the Subgrantee is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient’s execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for “covered telecommunications equipment or services” (as this term is defined and this restriction is imposed under 2 CFR 200.216).

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

XXVI. Transfer of Records

It is the intent of the City of Mentor that the current efforts be conducted in a manner that maximizes the City of Mentor’s flexibility regarding the development of future site plan development. Data shall be collected and formatted in a manner consistent with common good engineering practices.

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

XXVII. Federal Assurances

By signing this Agreement, Subgrantee certifies that Subgrantee will:
A. Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance under certain conditions;
B. Comply with environmental standards which may be prescribed pursuant to the following:
   1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order 11514;
   2) notification of violating facilities pursuant to Executive Order 11738;
   3) protection of wetlands pursuant to Executive Order 11990;
   4) evaluation of flood hazards in flood plains in accordance with Executive Order 11988;
   5) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
   6) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
   7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
   8) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
C. Comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers systems;
E. Comply with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP);
F. Comply with provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable
accommodations and an equal and effective opportunity to benefit from or participate in a
program, including those offered through electronic and information technology ("EIT"); and
G. Comply with the Age Discrimination Act of 1975.
The Service Financial Assistance Award Terms and Conditions posted at
https://www.fws.gov/grants/atc.html apply to the NFWF Subrecipient and their
subrecipients and contractors.
I. Comply with National Environmental Policy Act; the Endangered Species Act; and the National
Historic Preservation Act. The NFWF Subrecipient and any subrecipient(s) must not begin any
potentially impactful work related to this award until the Service has notified in writing that
such work can begin. Recipients and subrecipients of Federal grants and cooperative
agreement awards must comply with the requirements of the National Environmental Policy
Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National
Historic Preservation Act (NHPA).

XXVIII. Compliance with Anti-Corruption Laws
The Subgrantee agrees to comply the U.S. Foreign Corrupt Practices Act of 1977, as amended
(15 U.S.C. §dd-1 et seq.), or any other applicable anti-corruption laws or regulations (e.g., UK
Bribery Act 2010).

XXIX. Compliance with Anti-Terrorism Laws
The Subgrantee represents, certifies and agrees not to provide material support or resources
directly or indirectly to, or knowingly permit any funds pursuant to this Agreement to be
transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or
has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any
terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated
in any terrorist activity, including, but not limited to, the individuals and entities (1) on the
master list of Specially Designated Nationals and Blocked Persons maintained by the U.S.
Department of Treasury’s Office of Foreign Assets Control, which list is available at
www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities
maintained by the “1267 Committee” of the United Nations Security Council at
http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list
maintained by the U.S. Department of Commerce at
http://export.gov/ecr/ecr_main_023148.asp, or (4) on such other list as NFWF may identify from
time to time.

XXX. Compliance with Additional Laws and Restrictions
The Subgrantee represents, certifies and agrees to ensure that its activities under
this Agreement comply with all applicable U.S. laws, regulations and executive orders
regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls,
restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions
promulgated from time to time by means of statute, executive order, regulation or as
administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S.
Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of
Commerce.
XXXI. Time for Completion
Subgrantee acknowledges and agrees that time is of the essence to the contract and that if Subgrantee shall fail to complete the Work as herein provided within the time fixed, or extended as mutually agreed upon, the City may retain as liquidated damages incident to such delay, a portion of the monies which are or may become due said Subgrantee, and every calendar day the completion of the Work be delayed beyond the time set forth herein for such completion shall constitute an incident of delay.

Subgrantee acknowledges and agrees that, inasmuch as the City will sustain expenses and inconveniences and other damages in the event that the Subgrantee fails to perform the Work as herein specified within the time herein set forth, included but not limited to inconvenience to the public, Engineering expenses, interest charges, wages of clerks, salaries of inspectors, delay caused to other work by failure to perform this contract and other elements, some of which are indefinite and, in some cases, not susceptible to convenient determination, an amount equal to that stated below for each calendar days delay shall be considered as liquidated damages and not as a penalty and shall become due the City as full payment for all such expenses and damages sustained by it as a result of the Subgrantee's failure to complete the Work as follows: $500.00 FOR EACH DAY BEYOND AUGUST 1, 2024.

SECTION E. INSTRUCTIONS TO OFFERERS

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

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

II. Selection and Award Process
The selection process will involve screening of submitted proposals and may also involve interviews. The City of Mentor will select a contractor on the basis of contractor qualifications, price, understanding of the scope of services, and level of services to be provided. Any contract awarded under this invitation will be financed through the NFWF Sustain Our Great Lakes Grant Program. No employee of NFWF or any departments or subdepartments thereof shall be a party to this invitation for proposals or any resulting contract.
A mandatory **pre-bid meeting** will be held in person at 8365 Harbor Dr, Mentor, OH 44060 on **November 15, 2023 from 10:00 AM – 11:00 AM** to discuss the project and review the project area. Contractors must attend the mandatory pre-bid meeting to submit proposals. The park is open to the public and contractors may visit on their own during open park hours. Please RSVP to Kevin Saracino at ksaracino@crwp.org by November 14, 2023.

If interested, please submit one (1) complete hardcopy and one (1) digital copy of a proposal to the addresses below. Submissions must be received at the City of Mentor offices no later than **12:00 NOON on Wednesday, November 29, 2023**. Proposals received after this time and date will not be accepted. The City of Mentor expects to approve the top scoring proposal by **Friday, December 8, 2023**. Work will commence after successful execution of a contract for services between the contractor and the City of Mentor and contract approval by the National Fish and Wildlife Foundation. All work under this contract, including invoices, must be completed and delivered to the City of Mentor by **August 1, 2024**. The City reserves the right to waive any informalities or minor irregularities, reject any and all statements that are incomplete, conditional or obscure, accept or reject any and all any expenses incurred in connection with the preparation of a response to this RFP. The City reserves the right to obtain financial data or other supplemental information concerning the bidders, if relevant. Bidders should prepare their proposals simply and economically, providing a straightforward and concise description of their abilities to provide the services described at the expected quality level. The City reserves the right to accept the proposal deemed most advantageous and in the best interest of the City.

**Responses to this RFP must be sent to:**

City of Mentor  
Engineering Department  
8500 Civic Center Boulevard  
Mentor, OH 44060

**Digital Responses to this RFP must be sent to:**

David Swiger, City Engineer – Swiger@cityofmentor.com  
Kevin Grippi, Grant Supervisor – Grippi@cityofmentor.com

**Questions should be directed via email only to:**

- Kevin Saracino, CRWP - ksaracino@crwp.org  
- Kevin Grippi, City of Mentor – Grippi@cityofmentor.com

The deadline to submit questions is November 16, 2023. A Question and Response document will be shared with all recipients of the RFP by November 17, 2023.
Exhibits
Exhibit A: Project Location Map
Exhibit B: Site Aerial & Conceptual Plan
Exhibit C: Fill/Spoil Dump Site Location
## Exhibit D: Bid Schedule

<table>
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<th>Item No.</th>
<th>Description</th>
<th>QTY</th>
<th>Unit Price</th>
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<td>PERMIT PREPARATION, PERMIT MONITORING, AND REPORTING</td>
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<td>REMOVAL OF THE IMPERVIOUS STONE AND CHIP SEAL AND INSTALLATION OF PERMEABLE PAVERS</td>
<td>16,166</td>
<td>SQ FT</td>
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<td>6</td>
<td>INSTALLATION OF TWO (2) VEGETATED BUFFERS TOTALLING 7,542 SQUARE FEET THAT BORDER THE MARSH</td>
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<td>ENHANCE THE BIOSWALE INSTALLED DURING PHASE I OF THIS PROJECT TO REDUCE REQUIRED MAINTENANCE</td>
<td>5,400</td>
<td>SQ FT</td>
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<td>DEBRIS REMOVAL, IF APPLICABLE</td>
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</table>

**TOTAL CONTRACT BID PRICE ITEMS 1 THROUGH 8**
AMOUNTS SHALL BE SHOWN IN FIGURES. THE TOTAL CONTRACT BID PRICE AS LISTED ABOVE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. IF THERE IS A DISCREPANCY, BETWEEN THE TOTAL UNIT COST AND THE TOTAL COST BID ON ANY ITEM, MATHEMATICAL MISTAKES WILL BE RESOLVED BY MULTIPLYING THE SUM OF THE INDIVIDUAL UNIT PRICES GIVEN FOR LABOR AND MATERIAL TIMES THE ESTIMATED QUANTITY FOR EACH BID ITEM. THE TOTAL SUM OF THE INDIVIDUAL ITEMS SHALL GOVERN.

The Bidder hereby acknowledges receipt of the following agenda:

| Addendum No.: | ____________________ | _________________________ | ____________________ |
|---------------|-----------------------|---------------------------|
| Date:         | ____________________ | _________________________ | ____________________ |
The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that I AND MY Insurance Agent have examined the insurance requirements in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

THE BIDDER AGREES TO THE FOLLOWING CONTRACT TERMS:

- COMPLETION DATE: THIS PROJECT MUST BE COMPLETE NO LATER THAN August 1, 2024.
- LIQUIDATED DAMAGES: $500.00 FOR EACH DAY BEYOND August 1, 2024.
- FUNDING AND CLOSEOUT PAPERWORK: August 1, 2024.

SUBMITTED BY:

FIRM, CORPORATION, OR INDIVIDUAL

_______________________________________________                 _____________________________
SIGNATURE OF BIDDER                                                                              DATE

_______________________________________________                 _____________________________
TELEPHONE                                                                                                  EMAIL ADDRESS
Exhibit E: National Fish and Wildlife Foundation Sustain Our Great Lakes Grant Agreement with The City of Mentor
1. NFWF PROPOSAL ID: 74918
2. NFWF GRANT ID: 0501.22.074918
3. UNIQUE ENTITY IDENTIFIER (UEI) GSD3NYCWZXL4
4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A

5. SUBRECIPIENT TYPE
State or Local Government

6. NFWF SUBRECIPIENT
City of Mentor

7. NFWF SUBRECIPIENT CONTACT
Kevin Grippi
8500 Civic Center Boulevard
Mentor, OH 44060
Tel: 440-974-5714
Grippi@cityofmentor.com

8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION
Tyler Thompson
National Fish and Wildlife Foundation
1133 15th Street, N.W. Suite 1000
Washington, D.C. 20005
Tel:202-857-0166
Fax: 202-857-0162
Tyler.Thompson@NFWF.ORG

9. PROJECT TITLE
Enhancing Green Infrastructure and Water Quality at Mentor Lagoons Nature Preserve and Marina (OH)

10. PROJECT DESCRIPTION
Install permeable pavers and two vegetated buffers to enhance existing green stormwater infrastructure and alleviate stormwater runoff into Lake Erie. Project will expand green stormwater infrastructure at the Mentor Lagoons Nature Preserve and Marina to reduce stormwater runoff and enhance pollinator and migratory bird habitat.

11. PERIOD OF PERFORMANCE
September 1, 2022 to August 31, 2024

12. TOTAL AWARD TO SUBRECIPIENT
$270,594.45

13. TOTAL FED. FUNDS
$270,594.45

14. TOTAL NON-FED. FUNDS
N/A

15. FEDERAL MATCH REQUIREMENT
$20,000

16. NON-FEDERAL MATCH REQUIREMENT
$162,500

17. SUBRECIPIENT INDIRECT COST RATE TERMS
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project’s period of performance.

18. TABLE OF CONTENTS
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19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL

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20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NPFW) agrees to provide the NPFW Award to the NPFW Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NPFW Award is provided on the condition that the NPFW Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NPFW funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NPFW Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NPFW if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)

Kenneth J. Filipiak, City Manager

B. SUBRECIPIENT

City of Mentor

C. DATE

6/14/2023

D. NAME AND TITLE OF NPFW AWARDED OFFICIAL

Holly A. Bamford, PhD, Chief Conservation Officer

E. NATIONAL FISH AND WILDLIFE FOUNDATION

BY

F. DATE

6/14/2023

NF. WFW prohibits discrimination on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, political affiliation, veteran status or any other status protected by applicable law ("Protected Category(s)"). In addition, NF. WFW prohibits retaliation against an individual who opposes or assists in any complaint under Title VII, NPFW complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer, accordingly, it is NF. WFW's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(s).

See Reporting Schedule on the following page.
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<tr>
<td>Final Programmatic Report</td>
<td>September 1, 2024</td>
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SECTION 1  NFWF AGREEMENT ADMINISTRATION

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

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

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

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

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

1.2.2. Assessing Fair Market Value.

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

1.3. Payment of Funds.

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

1.3.1. Reimbursements.

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

1.3.2. Advances.

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

1.3.3. Interest.

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

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

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

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

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

1.4.4.1. Photographs.
NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF’s grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted)
1.4.5. Significant Developments.

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

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

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

1.5. Reports and Payment Requests.

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

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient’s involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with “N/A” listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.
NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (i.e., a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.
SECTION 2  NFWF AGREEMENT CLAUSES

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

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

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

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

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

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

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

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

2.5.4. Disclaimers.

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

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

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

2.6. Posting of Final Reports.

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

2.7. Website Links.

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

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.
Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient’s intellectual property created using this award for non-commercial purposes in any media -- whether now known or later devised -- including posting such intellectual property on NFWF’s or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.
The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient’s SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

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

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

2.13. Insurance.
The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.
This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

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

2.16. Termination.

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

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

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

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

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

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

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as
determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

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

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

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

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

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

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

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

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

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

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

2.19. **Interpretation and Construction.**

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

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

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

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

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.
SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

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

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

3.3. Compliance with Laws.

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

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

3.3.3. Compliance with Anti-Terrorism Laws.
The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury’s Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the “1267 Committee” of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated...
list maintained by the U.S. Department of Commerce at http://export.gov/ecr/ecr_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

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

3.4. Subrecipient Debarment and Suspensions.

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

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.
SECTION 4  REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

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

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

4.2.  2 CFR § 200 Subpart F Audits.

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

4.3.  Real and Personal Property.

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

4.4.  Mandatory Disclosure.

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

4.5.  Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

0501.22.074918 (Enhancing Green Infrastructure and Water Quality at Mentor Lagoons Nature Preserve and Marina (OIl))
I. Trafficking in persons.
   a. Provisions applicable to a recipient that is a private entity.
      1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
         i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
         ii. Procure a commercial sex act during the period of time that the award is in effect; or
         iii. Use forced labor in the performance of the award or subawards under the award.
      2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
         i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
         ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
            A. Associated with performance under this award; or
            B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
   b. Provision applicable to a recipient other than a private entity. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
      1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
      2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
         i. Associated with performance under this award; or
         ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
   c. Provisions applicable to any recipient.
      1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
      2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
         i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
         ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
      3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
d. **Definitions.** For purposes of this award term:

1. "Employee" means either:
   
   (i) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   
   (ii) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":
   
   (i) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.

   (ii) Includes:
      
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).

      B. A for-profit organization.


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

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

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

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

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

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

4.9. 43 CFR §18 New Restrictions on Lobbying.

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

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

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

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

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

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

4.11. Drug-Free Workplace.

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

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

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


a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b) For purposes of this agreement, the following definitions apply:
   i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
   ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
SECTION 5  REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

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

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U.S. Fish and Wildlife Service Financial Assistance Award Terms and Conditions.
The Service Financial Assistance Award Terms and Conditions posted on the Internet at https://www.fws.gov/grants/atc.htm apply to the NFWF Subrecipient and their subrecipients and contractors.

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

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

Federal Publicity and Acknowledgement of Support.
A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.
Section 2.5.1 Disclaimers for Projects funded in whole or in part with Federal funds does not apply to project agreements with a State Government, Local Government, or Federally-Recognized Tribal Government.
SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

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

None.