



## **Carlton County & MN Department of Natural Resources**

### **REQUEST FOR QUOTE**

**Project Type:** Public Lands Early Successional Habitat Management

Bids are being considered by the American Bird Conservancy (ABC) for the mechanical treatment of up to 215 acres of 1-5" diameter brush in designated stands on project areas located on lands managed by the Minnesota Department of Natural Resources (MN DNR) Cloquet Area Wildlife Office and Carlton County located on Sections 14, 15, & 26 T46N R16W, Sections 13, 16, & 33 T47N R16W (see project maps below).

Boundary lines and treatment areas will be marked via a shapefile (preferred) uploaded into a GPS device supplied by the Contractor. Contractor will first mow brush from the outer boundary and then move to the interior of the project area.

Contracted labor is targeted for completion in the winter of 2017-18 and may be completed only under frozen ground conditions as determined by the MN DNR or Carlton County Project Managers for their respective lands. This project may be extended only if extenuating circumstances occur such as extreme weather that prevents the completion of project operations and only at the discretion of ABC, Carlton County, and MN DNR.

No additional acreage or charge will be allowed due to the contractors misunderstanding of the scope of work described herein.

**Total acreage of targeted treatments:** 208 acres    **Total contract acres:** up to 215 acres

**Sealed bids will be received until:** Tuesday, November 28<sup>th</sup>, 2017 at 4:00pm

**Bids must be delivered by mail to:**

Attn: Peter Dieser  
Tamarac National Wildlife Refuge:  
35704 County Hwy 26  
Rochert, MN 56578

**If you have any questions please contact ABC Public Lands Coordinator Peter Dieser:**

**Phone:** (952) 567-1967

**Email:** pdieser@abcbirds.org



### **Additional Information:**

#### **Existing Stand Conditions**

Stands are dominated by an understory of dense alder and willow species from 1-5" diameter with singly or clumped interspersed mature hardwood species (5+" diameter). **Most shrub species to be cut have a diameter no greater than 3-4", though shrub clumps may have a higher aggregate diameter.** Project parcels include sites at mature deciduous forest and wetland interfaces that have become dominated by dense willow and alder species due to a lack of natural disturbance regimes. Sites dominated by brush may also contain well distributed islands of mature hardwoods dominated most often by aspen species.

There are also 8-12 DNR forest wildlife openings (0.5-7 acres) that are dominated by aspen and brush regeneration.

#### **Desired Stand Conditions:**

Targeted post-treatment habitat conditions include the thinning of the dense shrub understory. 1-5" diameter brush species will be cut and larger individuals of any tree species retained as leave trees for GWWA song perches. Project sites will retain all trees > 5" diameter distributed as individual spaced overstory trees (12-15/acre) or in groups resulting in legacy patches totaling approximately 30-40% cover. Where possible, sapling tree species 1-5" will also be retained as residual cover as directed and internal aspen islands will also be retained when present. Larger project areas (>10 acres) with minimal mature tree component may retain > 0.5 acre legacy patches or well distributed shrub clumps to maintain 30-40% cover and maintain proximity to edge habitat throughout the project site. In the absence of canopy trees of any age that can be retained for residual structure, clumps and patches of mature brush species may instead be retained such that post treatment stand conditions retain approximately 12-15 shrub clumps per acre as residual structure.

DNR forest wildlife openings < 5 acres in size will be cut to remove all woody regeneration. Wildlife openings > 5 acres will retain residual vegetation as described above.

#### **Sensitive Features:**

Some project sites are located adjacent to or in wetland communities or wetland soil types. Due to this all projects will be completed only under frozen ground conditions in the winter of 2017-18. The ABC Project Manager and partnering public lands project manager will determine suitability of the frost depth for project operations.

#### **Project Intent / Justification:**

This project is designed to produce young forest habitat according to the science-based Golden-winged Warbler Best Management Practices (BMPs). These BMPs have been designed to also benefit other associated early successional forest habitat species. Project sites will provide important cover for nesting, brood rearing and foraging.

### **Cutting and Marking Guidelines**

#### **Boundaries**

American Bird Conservancy (ABC) requires the use of a GPS unit by Contractors so that site boundaries and legacy patches may be uploaded into the unit. The MN DNR and Carlton County



Project Managers, working with the ABC Public Lands Coordinator, have final approval on treatment area locations.

## **Project Parameters**

### **December 2017- March 2019 ON FROZEN GROUND ONLY**

Cut 1-5" shrub and sapling regeneration as directed. Leave and avoid damaging all trees when possible, but especially those > 5" DBH. ABC Public Lands Coordinator will inform Contractor when sufficient frozen ground conditions have been met to begin treatment operations.

Operations may be halted and/or the project terminated at the discretion of the ABC, MN DNR, and Carlton County Project Managers if target post treatment habitat conditions are not being met, weather conditions result in snow that exceeds acceptable depth as determined on a site by site basis, or if ground conditions are no longer deemed sufficiently frozen.

### **Slash Management**

Slash should be kept low to the ground with stumps and slash height at an average of  $\leq 10$  inches above snowless ground with slash masticated to the greatest extent possible and scattered evenly across the site. Felled woody vegetation must be reduced to a trunk length of < 5 feet when possible. Contractors are obligated to keep stumps as flush to the ground as site conditions allow. It is understood that snow depth and site level factors may limit the Contractor's ability to fulfill these requirements. The ABC, MN DNR, and Carlton County Project Managers will work with the Contractor to determine if these conditions are being met within suitable limits.

**A site visit is highly recommended** before submitting a bid. It is recommended that prospective contractors inspect the majority of the treatment area as the density of the trees and brush is not always consistently distributed throughout the treatment area. Site visits will be conducted on the date previously proposed by the ABC Public Lands Coordinator or upon request. Additional project maps are also available upon request.

We encourage prospective bidders to ask questions or request verbal or visual examples of what is expected in the project.

- **Note:** Most project areas are located adjacent to main roads, though some may require the use of forest roads to access project areas.

## **Special Considerations:**

### **1. Preparation of Bids:**

- (A) Failure to examine any maps and/or instructions will be at bidder's risk.
- (B) Bids must be filled out in **ink or typewritten**. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error, and must be initialed in ink by person signing bid.

### **2. Submission of Bids:**

Signature - Bids must be **signed in ink and envelope sealed**. The person signing the Bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. **No signatures shall be**



**in pencil.** Name of person executing bid and the organization he/she represents should be typewritten or be legibly printed.

- (A) **All bids must be submitted on a per acre basis** to complete all activities, terms and conditions as specified in this RFQ AND the associated project contract.
- (B) American Bird Conservancy (ABC), Carlton County, and Minnesota Department of Natural Resources (MN DNR) Project Managers, in consultation with the Contractor, will determine the order in which sites will be treated.

### **3. Acceptance of Bids:**

ABC reserves the right to reject any or all bids. Only bids in sealed envelopes delivered or mailed to the designated location prior to the bid opening time will be considered. The lowest bid may or may not be accepted. Consideration of bids is also based factors including, but not limited to equipment to be used, prospective acres completed per day, the ability of the Contractor to begin work in a timely manner, and quality of previous work history with ABC, MN DNR, Carlton County, and neighboring public agencies.

**4. Required Documents:** This Contract shall not be effective until Contractor has provided copies of the documents described in subsections A, B, C, and D below to ABC. All insurance policies shall be in good standing and maintained for the term of the Contract. Contractor will notify ABC as soon as possible of any change in the status of any of these policies. MN DNR, Carlton County, and ABC assume no liability for the safety of participants or damage to property. Formal award of the contract can only be made upon receipt of signed contract with the following insurance requirements maintained by the Contractor.

#### **(A) Workers' Compensation Insurance**

- Statutory Compensation Coverage
- Coverage B – Employer's Liability with limits of not less than:
  - i. \$100,000 Bodily Injury by Disease per Employee
  - ii. \$500,000 Bodily Injury by Disease Aggregate
  - iii. \$100,000 Bodily Injury by Accident

The Contractor must provide Workers' Compensation insurance for all employees, in accordance with the statutory requirements of the state of Minnesota, including Coverage B, Employer's Liability.

**(B) Proof of General Liability Insurance of at least \$1.5 million per occurrence with a \$1.5 million annual aggregate. An umbrella liability policy may be used to supplement the policy limit to satisfy the full policy limits required** (E.g. \$1,000,000 each occurrence with a \$2,000,000 general aggregate with umbrella liability is acceptable).

**(C) Vehicle Insurance** for those vehicles utilized under the terms and conditions of the contract. Passenger vehicle such as car, van or pickup truck requirement: Minnesota State No-fault. Maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles.

**(D)** State of Minnesota and Carlton County and their agencies, officers, and employees (State, County) are endorsed on the commercial general liability policy as additional insured.



5. The contractor shall furnish at own expense all equipment, labor, tools, transportation, and fuel necessary to perform and complete the work described in this project. Acreage to be treated is not guaranteed and may be altered at the discretion of the ABC, MN DNR, and Carlton County designated Project Managers.
6. The Contractor shall mow, mulch, cut /chop all trees and brush as directed and as close to ground level as possible, but in no case shall mowing height be more than 10 inches above snowless ground with stems, trunks and branches left in pieces five feet or less, lying flat and scattered evenly across project site unless otherwise deemed acceptable by Project Managers. ABC, MN DNR, and Carlton County Project Managers shall have final determination if mowing was completed to lowest level possible.
7. The Contractor shall mow each designated site as specified by ABC, MN DNR, and Carlton County designated Project Managers with project operations performed only during daylight hours and only using equipment specified in their submitted Bid sheet unless permission is granted by the ABC Project Manager. Contractor must be thoroughly familiar with all existing conditions and limitations pertaining to the work herein. **No extras will be allowed because of the contractor's misunderstanding as to the amount of work involved or lack of knowledge of existing conditions.**
8. The Contractor shall provide 3 days advance notice to Project Managers before work can be initiated. No work shall be initiated to start on a weekend or holiday. No work shall be commenced on this contract until the contractor receives a confirmation to proceed from ABC.
9. The Contractor shall attend a pre-start contract orientation meeting at the project site with the ABC, MN DNR, and Carlton County Project Managers.
10. The Contractor shall, at a minimum, maintain weekly contact with the ABC, MN DNR, and Carlton County designated Project Managers to report progress, problems, and work schedule.
11. ABC reserves the right to halt operations and/or select an alternate contractor for the work described herein if the Contractor is unable to initiate work when frozen ground conditions are suitable to begin project operations or if the quality of post treatment sites does not meet the approval of the MN DNR, Carlton County, or ABC Project Managers.
12. Contractor understands that the project is through contract with ABC and they do not represent the ABC, MN DNR, and Carlton County while engaged in project activities.
13. Contractor will be responsible for and assumes all liability for the safety of participants or damage to persons or property resulting from project operations.
14. **Wetland and Cultural Resources:** To preserve the integrity of soil and cultural resources, ABC may suspend all actions if frozen ground conditions are not met. Furthermore, if Contractor finds evidence of cultural resources (e.g. bones of human or unknown origin, artifacts, structures, etc.), Contractor will immediately cease work and notify the MN DNR, Carlton County, and/or ABC Project Managers. In the interest of preservation, work on project sites may be discontinued and the Contractor may be moved to alternate project areas if a suitable site can be identified.



- (A) The Contractor **may not begin operations until December, 1st 2017 and ground conditions are deemed sufficiently frozen** to minimize rutting and soil disturbance. Contractor will contact the ABC Project Manager for permission to begin operations. Operations are to be completed by March 31, 2018 or before ground is thawed as determined by ABC, MN DNR, and Carlton County Project Managers. If ground conditions do not freeze according to project requirements this project will be completed in the subsequent winter 2018-19 project season.
- (B) Contractor shall cease/suspend all operations if significant rutting and soil disturbance occurs and contact ABC, MN DNR, and Carlton County Project Managers before proceeding with project operations.

**15. Invasive Species:** The ABC, MN DNR, and Carlton County require active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. **The Contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.**

- (A) If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals the Contractor may be required to remove equipment from site until it is deemed free from harmful contaminants and vegetation. At the discretion of ABC, MN DNR, and Carlton County Project Managers, cleaning may be allowed onsite by a Contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The Contractor shall dispose of material cleaned from equipment and clothing at location determined by ABC, MN DNR, and Carlton County Project Managers. If the material cannot be disposed of onsite, then material is to be secured prior to transport (sealed container, covered truck, or wrap with tarp) and legally disposed of offsite.
- (B) The MN DNR and Carlton County shall be responsible for identifying the location of any known infestations of terrestrial pests on project sites and sharing the information with the contractor. The Contractor shall be responsible for communicating any precautions needed to his staff. Parking and staging areas, and travel routes shall not be within known infestations. The Contractor shall clean equipment and clothing and dispose of material as noted above, prior to arriving or leaving the project limits.
- (C) In order to limit the spread of invasive species into openings, soil disturbance and exposure should be minimized. If the site is known to have invasive species clean equipment, vehicles, and boots of all plant material and soil prior to leaving the site.
- (D) Where there are multiple sites and at least one contains invasive species, the intent is to start work at the site with the fewest number of invasive plants, leaving the most heavily infested sites to last. The Contractor, with the assistance of ABC, MN DNR, and Carlton County Project Managers, shall make every effort to schedule operations and site visits to avoid the spread of weed seed. When planning to travel between multiple sites in one day, the Contractor shall report the last site visited and the scheduled order of operations to the ABC, MN DNR, and Carlton County Project Managers, before the project resumes.



(E) If the Contractor discovers additional invasive species infestation areas during the project, the Contractor is to report the newly discovered infestation to the ABC, MN DNR, and Carlton County Project Managers.

**16. Damage Prevention and Maintenance:** Contractor shall exercise reasonable care to prevent undue damage to the forest, roads and skid trails and undue risk to public safety. The ABC, MN DNR, and Carlton County Project Managers shall have authority to temporarily close down all or any part of the Contractor's operations to prevent damage and threats to public safety.

(A) The Contractor shall keep all roads, trails, ditch lines, fields, and streams clear of tree tops, limbs and other debris. Forest roads used in connection with this sale shall be kept in passable condition for normal use. Note: The selected stands are connected to an existing road/trail system such that no new roads will be created.

(B) The Contractor shall remove daily all bottles, cans, paper and other litter from the forest stand area.

(C) The Contractor shall not drain or dump grease, hydraulic fluid, oil, fuel, antifreeze or hazardous material on the public lands property. If a spill or leak occurs, the Contractor is responsible for the cleanup and proper disposal of the spilled material, contaminated materials used to contain or clean-up the spill, and contaminated soil. The Contractor shall notify the ABC, MN DNR, and Carlton County Project Managers immediately of any spill of hazardous material.

(D) The Contractor is responsible for repairing any and all damage to property that falls outside the scope of project operations described herein.

(E) All equipment must be clean and leak free before work begins.

(F) ABC, MN DNR, and Carlton County reserve the right to stop project operations due to weather conditions (E.g. depth of snow, winter thaw, etc.) that threaten public property or safety.

(G) ABC, MN DNR, and Carlton County are not required to plow skid trails or access roads to project sites.

**17.** All work is required to adhere to the Minnesota Voluntary Site-Level Forest Management Guidelines for Landowners, Loggers and Resource Managers and the Golden-winged Warbler Young Forest Habitat Management Plan (Contract Attachment 4).

**18.** Project acres completed will be assessed every 30 days or upon the completion of the project, whichever comes first. Each assessment will be followed by distribution of payment for every 50 acres completed to the specifications described herein.

**19.** Contractor will supply a lock and/or close/lock all gates when entering and exiting project sites.

**20.** ABC, MN DNR, and Carlton County reserve the right to halt mechanical operations if post treatment conditions do not meet with ABC, MN DNR, and Carlton County Project Manager approval.

**21. Amendments:** ABC reserves the right to make changes to the project contract, when mutually agreed to by the MN DNR, Carlton County, and the Contractor, if the changes are within the general scope of the



Contract. Changes to the contract will be made by Contract amendment. An approved Contract amendment means one approved in writing by the authorized signatories of the Contractor and ABC as required by law.

**22.** Contractor is responsible to be aware of and meet all Federal, State, and local laws and ordinances as they relate to the type of work being conducted.

**23. Subcontracting or Assignment:** This agreement may not be assigned or sub-contracted in whole or in part without the prior written consent of ABC.

**24. Monitoring:** MN DNR, Carlton County, and ABC will conduct regular site visits at a minimum of once a week to monitor the quality and progress of mechanical treatments within Project areas. Monitoring visits will include observation and assessment of project acres completed by the Contractor at the time of the visit to ensure that post treatment conditions are completed in accordance with contractual requirements. ABC may suspend or terminate Contractor services for noncompliance with the terms of the Contract.



**BID**

My bid for non-commercial treatments on project sites described herein located public lands managed by MN DNR Cloquet Area Wildlife Office and/or Carlton County for the winter of 2017-18:

\$ \_\_\_\_\_ per acre.

**Print or Type Name:** \_\_\_\_\_

Title of Person Signing the Bid \_\_\_\_\_

Description of Equipment \_\_\_\_\_

\_\_\_\_\_

Prospective Acres Completed per Day (estimate) \_\_\_\_\_

Earliest Start Date \_\_\_\_\_

Phone # \_\_\_\_\_ Email \_\_\_\_\_

Organization Name \_\_\_\_\_

Federal Tax ID# \_\_\_\_\_

Street Address \_\_\_\_\_

City, State \_\_\_\_\_ Zip \_\_\_\_\_

**Signature (required):**

\_\_\_\_\_

**\*\*\*Failure to provide the above information may result in rejection of the Bid.**







