



## **Red Lake Band of Chippewa: Habitat Management Project**

### **REQUEST FOR QUOTE (RFQ)**

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

Bids are being considered by American Bird Conservancy (ABC) for the mechanical treatment of up to 68 acres (71 acres delineated) of 1-4" diameter brush and aspen in designated project areas on tribal lands managed by Red Lake Band of Chippewa Department of Natural Resources (Red Lake DNR).

**Location (see attached maps):** Within or adjacent to Section 28 T154 R38W

\*If site level factors limit the ability of contractors to complete work within delineated sites, alternate sites may be identified to replace them.

Contracted work is targeted for completion between 12/1/2023 – 4/15/2024 and may be completed only under frozen ground conditions approved by the Red Lake DNR and ABC Project Managers. 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 the ABC Project Manager.

Project acreage is not guaranteed and site boundaries may fluctuate or acreage reduced due to a number of factors, including, but not limited to, poor weather resulting in a lack of frozen ground, prodigious snow depth, downfall or other access limitations, including other unforeseen site-level features, such as blowdowns or slope. Furthermore, this project may be halted or reduced if completed project acres do not meet ABC and/or Red Lake DNR Project Manager approval. Preference will be given to prospective contractors who own equipment to complete this project at the time of the bid, as well as other factors described in the Special Considerations Section below. Project start date will coincide with full execution of the project contract and work may begin once ABC has received the required documentation outlined below.

**Total acreage of designated sites:** 68 acres      **Total acres to be treated:** up to 71 acres

**Bids will be received until:** Monday, November 27<sup>th</sup>, 2023 at 4:00pm

**Only the bid sheet is required when submitting a bid for this project. The bid sheet is located at the end of this RFQ. Bids must be delivered by mail to:**

**Attn: Sarah Ruffing**  
Red Lake Department of Natural Resources  
P.O. Box 279  
Red Lake, MN 56671

Or...

**Attn: Peter Dieser**  
Tamarac National Wildlife Refuge



35704 County Hwy 26  
Rochert, MN 56578

**If you would prefer to email a scanned .pdf of your bid or have any questions please contact ABC Public Lands Coordinator, Peter Dieser:**

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

**Email:** [pdieser@abcbirds.org](mailto:pdieser@abcbirds.org)

The quality of post treatment habitat conditions is of the utmost importance. We encourage prospective bidders to ask questions or request verbal or visual examples of what is expected in the project. Please notify the ABC Project Manager if you would like to complete a site visit.

### **Additional Information:**

#### **Existing Site Conditions:**

These sites are located in lowland brush cover types dominated by dense aspen or alder and willow brush, as well as mixed mature tree species, with aspen, ash and lowland conifers being the most common. Brush to be cut is from 1-4" diameter with singly or clumped interspersed sapling or mature tree species (4+" diameter). The density and thickness of brush or aspen can be highly variable in some areas. Mature trees are scattered throughout, though may be concentrated in portions of the project areas. Most aspen and shrub species to be cut have an average diameter no greater than 2-4", though shrub clumps may have a higher aggregate diameter at the base. Project sites include mature forest edges dominated by aspen (most common) or lowland cover types.

#### **Desired Site Conditions (see post treatment example pictures below):**

Targeted post-treatment habitat conditions include the cutting/thinning of dense aspen and brush species. Individual stems may range up to 4" and brush may grow in clumps with a higher aggregate diameter. Retain all tree species > 4" in diameter of any age where they occur as individuals or as clumps to increase the diversity of residual vertical and horizontal structure for forage, nesting, and song perches. Target residual internal woody structure to be retained is 25-50% as directed by the ABC and Red Lake DNR Project Managers. Retention will depend on a suite of site level factors, including size and shape of the site and the number of trees present in a given area, with retention being higher in areas with a greater component of mature trees. When project areas do not have sufficient tree cover to maintain 10-15 mature trees per acre, well distributed clumps of brush or young aspen (10-15/acre) may also be retained, as directed.

Feathered edges at the site boundaries will be emphasized and discussed to create a gradual transition into the adjacent forest when possible. Project Managers may also retain larger undisturbed legacy patches (>0.25 acres) within project sites, as directed.

#### **Sensitive Features:**

Project sites are located within or adjacent to wetland soil types. Due to this, all projects will be completed only under frozen ground conditions. The Red Lake DNR Project Manager will determine suitability of soil conditions to begin project operations. Some areas may be sensitive to rutting and avoided, if necessary, at the direction of ABC and Red Lake DNR Project Managers.



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

This project is designed to produce early successional habitat with reference to the Golden-winged Warbler and American Woodcock Best Management Practices (BMPs). This project prescription has also been designed to benefit other associated early successional forest habitat species including ruffed grouse and other songbirds. These project sites and adjacent site-level features provide important habitat for nesting, brood rearing, and foraging.

### **Cutting and Boundary Guidelines**

#### **Boundaries:**

ABC requires the use of a GPS unit by Contractors so that site boundaries may be uploaded into the unit and contractor progress can be tracked. If the Contractor does not own a suitable GPS unit, one will be provided for them. The Red Lake DNR and ABC Project Managers have final approval on treatment area locations.

#### **Project Operations:**

##### **Dec. 2023 - April 2024 ON FROZEN GROUND ONLY**

Cut and masticate 1-4" woody stems as directed. The Red Lake DNR or ABC Project Manager will inform the Contractor when sufficient ground conditions have been met to begin project operations.

##### ***Slash Management***

Contractors are obligated to keep stumps and slash as flush to the ground as site conditions allow and the soil resource is not to be damaged. Cutting does not need to be lower than snow depth. Slash must be masticated and scattered across the site to the greatest extent possible, though may be piled in some areas. The Red Lake DNR and ABC Project Managers will work with the Contractor to determine if these conditions are being met within suitable limits.

### **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 on the bid sheet below in **ink or typewritten**. 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:**

- (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) Bids must be **signed in ink or using an authorized digital signature and provided in a sealed envelope or emailed as a .pdf to the ABC Project Manager**. The individual signing the bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. **No signatures shall be in pencil**. The name of person executing the bid and the organization he/she represents should be typewritten or be legibly printed.



### **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 or emailed to the ABC Project Manager prior to the due date will be considered. ABC is not required to take the lowest bid. Bid consideration will be given to multiple factors including, but not limited to, type and quantity of equipment, number of operators, capacity to repair breakdowns, prospective acres completed per day, the ability of the Contractor to begin work in a timely manner, other work that may prevent timely completion of this project, and previous work history with the Red Lake DNR, ABC, and neighboring public agencies or organizations. Preference will be given to Contractors that own their equipment.

**4. Required Documents:** The Contract shall not be effective until the Contractor has provided a copy of the documentation described below. 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. The Red Lake DNR and ABC assume no liability for the safety of participants or damage to property. That liability resides solely with the Contractor. 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
- 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 Contractor's General Liability Insurance:** The Insurance Certificate will need to fulfill the requirements of the Red Lake DNR and a copy will be provided. Coverage must be approved by the Red Lake DNR before project operations can begin.

- The Red Lake DNR and their agencies, officers, and employees must be endorsed on the commercial general liability policy as additional insured.

**(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) An Anti-terrorist Screening Request Form** is required to be completed for all staff employed by Contractors working for American Bird Conservancy.

**5.** The Contractor shall furnish at its own expense all equipment, labor, tools, transportation, and fuel necessary to perform and complete the Project.

**6.** The Contractor shall mow, mulch, or cut all trees and brush as directed and as close to ground level as possible, with stems, trunks, and branches left in pieces five to six feet or less, lying flat and scattered evenly across project sites.

**7.** The Contractor shall complete work as described herein and specified by the Red Lake DNR and/or ABC Project Managers only during daylight hours and only using equipment specified in its submitted bid unless



otherwise directed or permission is provided by Project Managers. Contractor must be thoroughly familiar with all existing conditions and limitations pertaining to the work described herein. **No additional charge 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 advance notice to Project Managers before initiating work. No Project shall begin on a weekend or holiday unless permission is provided. No work shall be commenced until the Contractor receives a confirmation to proceed from the ABC Project Manager.

**9.** The Contractor shall attend a pre-start Project orientation meeting at the Project location with the ABC and/or Red Lake DNR Project Managers.

**10.** The Contractor shall, at a minimum, maintain weekly contact with the Red Lake DNR and/or ABC 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 conditions are suitable to begin project operations or if the quality of post treatment conditions do not meet the approval of the Red Lake DNR or ABC Project Managers. All work must be approved by the Red Lake DNR and ABC Project Managers before being determined complete and payment is issued.

**12.** This project is through contract with ABC and the Contractor does not represent ABC or the Red Lake DNR while engaged in project activities.

**13. Wetland and Cultural Resources:** Preserving the integrity of soil and cultural resources is of the highest concern to the Red Lake DNR. As such, ABC and Red Lake DNR reserve the right to suspend all contracted actions if extensive rutting or damage to the soil resource occurs. Furthermore, if evidence of cultural resources (e.g. bones of human or unknown origin, artifacts, structures, etc.) are found, Contractor will immediately cease work and notify the Red Lake DNR and ABC Project Managers. In the interest of preservation, project operations may be halted to avoid damaging cultural resources.

(A) Contractor shall cease/suspend all operations if significant rutting or soil disturbance occurs and contact the Red Lake DNR and/or ABC Project Managers before proceeding further.

**14. Invasive Species:** The Red Lake DNR and ABC 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.**

(A) The Contractor shall clean equipment and clothing prior to arriving to project sites. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, or vegetation (including seeds) the Contractor may be required to remove equipment from site until it is deemed free from harmful contaminants and vegetation.

(B) The Red Lake DNR shall be responsible for identifying the location of any known infestations of terrestrial pests and sharing the information with the Contractor, who shall be responsible for communicating any precautions needed to its staff. Parking and staging areas and travel routes shall not be within known infestations.

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

**15. Damage Prevention and Maintenance:** Contractor shall exercise reasonable care to prevent undue damage to the forest, roads, and trails and undue risk to public safety. The contractor assumes all liability for persons or property damaged due to project operations or the moving of equipment. The Red Lake DNR or ABC 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) Forest roads used in connection with this project shall be kept in passable condition for normal use. Because the selected stands to be treated are connected to an existing road/trail system, Contractor will not create any new roads and will confirm project site access routes with the Red Lake DNR or ABC Project Managers.
- (B) The Contractor shall remove daily all bottles, cans, paper, and other litter from the project site.
- (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 Red Lake DNR and ABC Project Managers immediately of any spill of hazardous material.
- (D) The Contractor is responsible for repairing any and all damage to property that results from project operations described herein.
- (E) All equipment must be clean and leak free before work begins.
- (F) ABC and the Red Lake DNR reserve the right to stop project operations due to weather-related conditions that reduce the ability of the contractor to complete quality habitat work or threaten public property or safety.

**16.** All work is required to adhere to the Scope of Work included in the project RFQ and the Habitat Management Plan (Contract Attachment 4).

**17.** Contractor will supply a lock and/or close/lock all gates (if necessary) when entering and exiting Project sites.

**18. Amendments:** ABC reserves the right to make changes to the project contract, when mutually agreed to by the Contractor, if the changes are within the general scope of the Contract. The changes to the contract will be made by Contract amendment. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the ABC as required by law.

**19.** 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.

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

**21. Monitoring:** The Red Lake DNR and ABC will conduct regular site visits to monitor the quality and



progress of mechanical treatments within Project areas. Project monitoring will be conducted by Red Lake DNR and ABC Project Managers. Monitoring visits will include observation and assessment of areas completed by the Contractor at the time of the visit to ensure that post treatment conditions are in accordance with contractual requirements. ABC may suspend or terminate Contractor services for noncompliance with the terms of the Contract or if targeted post treatment conditions are not met.

**22. For Projects Projected to Exceed \$25,000:** Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. For general prevailing wage information, please visit the Minnesota Department of Labor and Industry website: - <https://www.dli.mn.gov/business/employment-practices/prevailing-wage-information>



**BID**

My bid for early successional forest habitat treatments for the project described herein located on tribal lands managed by the Red Lake Band of Chippewa Department of Natural Resources between 12/1/23-4/15/2024: \$ \_\_\_\_\_ per acre for up to 71 acres.

**Name of Organization:** \_\_\_\_\_

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

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

**Description of Machine and Cutting head (Eg. Cat 299 with ecomulcher):** \_\_\_\_\_

\_\_\_\_\_

**Machine HP Rating** \_\_\_\_\_ **Contractor can Transport Equipment (Y/N):** \_\_\_\_\_

**Contractor Owns Equipment to Complete this Project (Y/N):** \_\_\_\_\_

**Earliest Start Date:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Email (If available):** \_\_\_\_\_

**Tax ID# or Social Security #:** \_\_\_\_\_

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

**City, State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Signature:**

**X:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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







