

**Red Lake Band of Chippewa
Habitat Management Project**
REQUEST FOR QUOTE (RFQ)

Project Type: Tribal Lands Early Successional Habitat Management

Project Partner: Red Lake Band of Chippewa Department of Natural Resources (Red Lake DNR)
(henceforth referred to as “Project Partner”)

Bids are being considered by American Bird Conservancy (ABC) for the mechanical treatment of up to 165 acres (154 acres delineated) of 1-4” diameter brush in designated project areas on public lands managed by the Red Lake Band of Chippewa Department of Natural Resources (Red Lake DNR).

Location (see attached map): Within or adjacent to Sections 6, 7, and 8, T153 R35W

*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 in the fall/winter 2025-26 project season and must be completed by 4/15/2027. Work may be completed only under frozen or dry ground conditions approved by the Project Partner and ABC Project Manager. 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 may be reduced due to a number of factors, including, but not limited to, poor weather resulting in a lack of frozen ground or rutting, 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, reduced, or an alternative contractor selected at the discretion of the ABC Project Manager, such as if completed project acres do not meet ABC and/or Project Partner Project Manager approval or the Contractor cannot begin work in a timely manner.

Preference will be given to prospective contractors who own equipment to complete this project at the time of the bid. 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: 154 acres **Total acres to be treated:** up to 165 acres

Bids will be received until: Monday, October 17th, 2025 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...

Contact

abcbirds.org
info@abcbirds.org
tel. 540.253.5780
fax 540.253.5782

Address

regular, registered, or certified mail:
P.O. Box 249, The Plains, VA 20198
physical address for deliveries:
**8255 E. Main Street, Suites D & E,
Marshall, VA 20115**

Attn: Emilia Skogen
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 Conservation Forester, Emilia Skogen:

Phone: (612) 439-2011

Email: eskogen@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 and/or Red Lake DNR Project Manager if you would like to complete a site visit.

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/prevaling-wage-information>
- This project is located in Region Number 2 within the Highway and Heavy Prevailing Wage Protocols for Equipment Codes (300s):
https://workplace.doli.state.mn.us/prevwage/highway_data.php?region=02
 - Most Cutting/Mulching equipment will utilize equipment codes in Group 4 and the prevailing wage rate will be included in the project contract.
 - Contractor shall furnish to ABC, copies of any or all payrolls not more than 14 days after the end of each pay period (certified payroll form will be provided).
- For more information, please reference the *'Prevailing Wage Job Classification and Code Guidance for Grant Recipients and Contractors for Restoration, Conservation, and Similar Types of Projects'* provided with this RFQ.

Additional Information:

Existing Stand Conditions:

Project areas are expansive lowland brush covertypes dominated by dense willow and alder with a diameter from 1-4" with an internal structure of lowland and upland tree species within a matrix of aspen, northern hardwood, lowland conifer, or lowland brush covertypes. Most brush species to be cut have an average diameter no greater than 3-4", though some individual stems may exceed this and shrub clumps may have a higher aggregate diameter. Mature trees are scattered or clumped throughout, though are concentrated in larger patches within portions of the project areas.

Desired Stand Conditions:

Targeted post-treatment habitat conditions include the cutting of dense brush species, dominated by alder and willow. Brush species will be prioritized for cutting. Tree species of any age, especially with a diameter > 4", will be retained as individuals or as clumps, to increase the diversity of residual vertical and horizontal structure. When project areas do not have sufficient tree cover to maintain 10-15 mature trees per acre, well



distributed clumps of brush or saplings (10-15/acre) will be retained as directed. Target residual internal woody structure to be retained is 25-50% as directed by the ABC and Project Partner Project Managers.

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. The area and distribution of these patches will be indicated on project maps and/or GPS units provided by Project Partner and/or ABC project managers.

Sensitive Features:

Project sites may be located adjacent to wetland soil types. Due to this, all projects will be completed only under frozen or dry ground conditions. The Project Partner 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 the ABC and Project Partner 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. Project sites and adjacent site-level features will provide important nesting, brood rearing, foraging, and singing-perch habitat.

Harvest and Marking Guidelines

Boundaries:

ABC requires the use of a GPS unit and/or the Avenza app by Contractors so that site boundaries may be uploaded into the GPS unit and/or Avenza and Contractor progress can be tracked. If the Contractor does not own a suitable GPS unit, one will be provided for them. If Avenza is used, the Contractor is expected to track and export progress daily. ABC can provide instructions on using Avenza to track and export progress if requested. The Project Partner and ABC Project Managers have final approval on treatment area locations.

Project Operations:

FROZEN OR DRY GROUND ONLY

Cut and masticate 1-4” woody regeneration as directed. Leave and avoid damaging all trees > 4” DBH. The Project Partner or ABC Project Manager will inform the Contractor when sufficient frozen or dry 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 Project Partner 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 the person signing the 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 the 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 accepted. 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 Project Partner, 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 their liability insurance to the ABC Project Manager who may require additional documentation described below. All insurance policies shall be in good standing and maintained for the term of the Contract. The 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 documentation and insurance requirements provided and 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 must fulfill the requirements of the Red Lake DNR and a copy must be provided and coverage approved by the Red Lake DNR Project Manager before project operations can begin.

- ABC and the Red Lake DNR and their agencies, officers, employees and property must be endorsed on the commercial general liability policy as additional insured on a primary, non-contributory basis.
- Certificate Holder:
 - American Bird Conservancy
PO Box 249
The Plains, VA 20198
- Before any work commences or payments are made under this Contract, the foregoing requirements must be evidenced by one or more Certificates of Insurance, Additional



Insured Endorsement, and any other documentation deemed reasonably necessary by the Red Lake DNR to ensure such requirements have been met.

(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. The Contractor must maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles throughout the period of performance.

(D) An Anti-terrorist Screening Request Form listing is required to be completed by all Contractors working for ABC and include all employees that may contribute to completing this project. It is not a background check. ABC will provide this form.

(E) Contractor will be required to submit a **W-9**, unless currently on file with ABC.

5. The Contractor shall furnish at its own expense all equipment, labor, tools, transportation, fuel and any other items necessary to perform and complete the Project. Equipment may only be left on site if permission is received from the Project Partner Project Manager. Equipment left on site must be secured and is the sole responsibility of the Contractor.

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 Project Partner and/or ABC Project Managers only during daylight hours and only using equipment approved by ABC and Project Partner 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 Project Partner Project Managers. Project work will be supervised by ABC and Project Partner Project Managers. The Contractor must check-in with Project Managers to receive clearance for equipment access and usage as defined in the project RFQ and Contract and as soil and ecological conditions dictate. Proper conditions will be determined by the Project Partner Project Manager. ABC and the Project Partner reserve the right to halt work or restrict equipment usage and/or project operations if soil or ecological conditions become vulnerable to damage.

10. The Contractor shall, at a minimum, maintain weekly contact with the Project Partner 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 for any reason, including 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 Project Partner or ABC Project Managers.



12. This project is through contract with ABC and the Contractor does not represent ABC or the Project Partner 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 Project Partner. As such, ABC and the Project Partner reserve the right to suspend all contracted actions if extensive rutting or damage to soil or ecological resources 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 Project Partner and ABC Project Managers. In the interest of preservation, project operations may be halted to avoid damaging cultural and natural resources.

- (A) Work will be conducted in a manner that will minimize rutting, disturbance, or compaction of soil or sod. Contractor shall cease/suspend all operations if significant rutting or soil disturbance occurs and contact the Project Partner and/or ABC Project Managers before proceeding further.

14. Invasive Species: ABC and the Project Partner require active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. Work will be conducted in a manner that will minimize the spread of noxious and invasive species. **The Contractor shall prevent invasive species from entering into or spreading within a Project Area by cleaning clothing and equipment prior to arriving. Equipment must be cleaned pre and post entry to project sites and must be inspected and approved by Project Partner staff before project operations may begin.**

- (A) If equipment, vehicles, gear, or clothing arrive with soil, aggregate material, mulch, or vegetation (including seeds) the Contractor may be required to remove equipment and/or personnel until it is deemed free from harmful contaminants and vegetation.
- (B) The Project Partner shall be responsible for identifying the location of any known infestations of invasive species or terrestrial pests within the site and sharing this 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, soil disturbance and exposure should be minimized. If project sites are 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 Project Partner Project Managers.

15. Damage Prevention and Maintenance: Contractor shall exercise reasonable care to prevent undue damage to native plant communities, 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 and use of vehicles or equipment. The Project Partner and/or ABC Project Managers shall have authority to temporarily or permanently close down all or any part of the project operations to prevent damage and threats to public safety or natural resources.

- (A) Access roads and trails used in connection with this project shall be kept in passable condition for normal use. Because the selected Project Units to be treated are connected to an existing road/trail system, the Contractor will not create any new roads and will confirm project access routes with the Project Partner or ABC Project Managers.
- (B) The Contractor shall remove daily all bottles, cans, paper, and other litter from project sites.
- (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 Project Partner and ABC Project Managers immediately of any spill of hazardous material.



- (D) The Contractor is responsible for any and all damage to property that results from project operations described herein. This includes crossing and/or cutting outside of delineated project site boundaries.
- (E) All equipment must be clean and leak free before work begins.
- (F) ABC and the Project Partner 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 threatens 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).

17. When present, Contractor must lock and/or close/lock all gates when entering and exiting Project Areas.

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 modification. An approved Contract modification 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: The project work described herein may not be assigned or sub-contracted in whole or in part without the prior written consent of ABC.

21. Monitoring: Project Partner and ABC Project Managers will conduct regular site visits to monitor the quality and progress of project work completed by the Contractor. 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 approved by the Project Partner or ABC Project Managers.



BID

My bid for early successional forest habitat treatments for the project described herein located on public lands managed by the Red Lake Band of Chippewa Reservation targeted for completion by 4/15/2027: \$ _____ per acre up to 165 acres.

Name of Organization: _____

Print or Type Name: _____

Title of Person Signing the Bid: _____

Description of Equipment (include HP Rating): _____

Contractor Owns Equipment to Complete this Project (Y/N): _____

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.**



Red Lake DNR Habitat Project



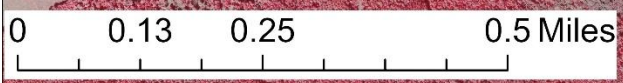
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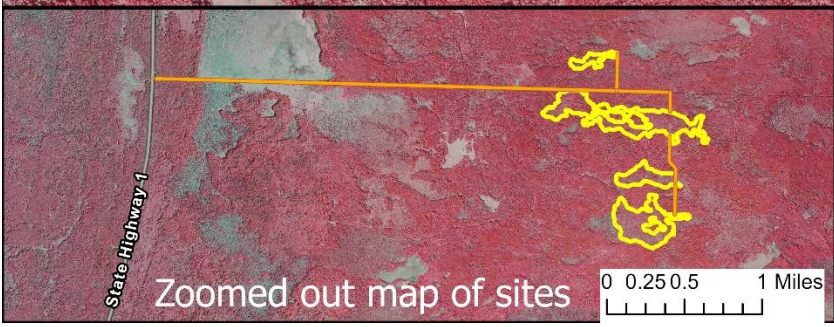
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Site_Access



Zoomed out map of sites

