Anoka Conservation District

Request for Proposals

For

Anoka Nature Preserve Prescribed Burn

Pre-Proposal Meeting:
On-Site
10:00 A.M. on Thursday August 7, 2014
Meet in the east parking lot of the Rum River Library
4201 6th Ave NW Anoka, MN 55303

Final Response due not later than
2:00 P.M. Thursday August 14, 2014
Anoka Conservation District Office
1318 McKay Drive NE Suite 300
Ham Lake, MN 55304

Issued By:

Chris Lord
District Manager
Anoka Conservation District
1318 McKay Drive NE Suite 300
Ham Lake, MN 55304
763-434-2030 x13
chris.lord@anokaswcd.org
Anoka Conservation District

Anoka Nature Preserve Prescribed burn

ANOKA CONSERVATION DISTRICT
1318 McKay Drive NE, Suite 300
Ham Lake, MN 55304

Date: 07/30/2014

Telephone Number: 763-434-2030

Due Date: **Thursday August 14, 2014, 2:00pm**

Sealed responses must be received at Anoka Conservation District Office, 1318 McKay Drive NE, Suite 300 Ham Lake, MN 55304, and date- and time-stamped not later than the date and time stated above.

All of the following forms must be complete and included in a response:
- Solicitation for Contract Work
- Contractor Qualification Form
- Workers’ Compensation Insurance Form
- Tax Payer Identification Form

All responses will be publicly opened and portions thereof read aloud at the above date and time, in accordance with state law. **LATE OR INCOMPLETE RESPONSES WILL NOT BE CONSIDERED.**

**Contract Period:**

Approximately **August 19, 2014,** to project completion date not later than **December 31, 2014.**

**Scope of Project:**

The project is located at the Anoka Nature Preserve in the City of Anoka, Anoka County, MN. The project’s purpose is to improve habitat though the control of woody invasive species in mature woodland. The site has already been treated within the last two years with herbicide application and harvest of woody invasive species including common buckthorn, Siberian elm, tartarian honeysuckle, black locust, prickly ash, and eastern red cedar. The site now supports a dense carpet of sprouted common buckthorn. A controlled burn will be used to kill many of the new seedlings.

The work consists of all labor, tools, permits, bonds, machinery, equipment, and services necessary for at least 66 acres of prescribed woodland burn. Components of the work shall include:

- **Burn plan** - Prepare a burn prescription plan for the site for approval by the City of Anoka and the Anoka Conservation District staff. Considerations include:
  - Maximize fire temperature to improve buckthorn seedling mortality; avoid high humidity or wet conditions.
  - Timing: shortly after Labor Day, or the second half of November to avoid planned park activities.
  - Winds preferably not from the NW to prevent smoke from impacting the library or adjacent roads.
  - Winds not over 15 mph.
  - Timing is of the essence and all work must be completed by December 31, 2014.
  - Burn plans should include any appropriate contact of area fire officials. The city shall notify adjacent landowners.

- **Site preparation** – The site includes an extensive network of bare soil trails that can be used as effective fire breaks. On the east side, the woodland is bound by an open field that may be under residential development at the time of the burn, creating a natural fire break of bare soil.

- **Prescribed burning** – Conduct prescribed burning in accordance with the approved burn plan. The contractor is responsible for all necessary permits, fire official notices or similar.
  - Inform the City of Anoka and the Anoka Conservation District of anticipated burning dates.
The City of Anoka and the Anoka Conservation District expect close coordination and communication throughout this project, and all burning shall be preceded by notice to these agencies.

Chris Lord – Anoka Conservation District - Chris.Lord@AnokaSWCD.org – 763-434-2030 x13
Jon Holmes – City of Anoka - jholmes@ci.anoka.mn.us – 763-576-2922

Pre-Proposal Meeting Information:

1. PRE-PROPOSAL MEETING DATE: **August 7, 2014**, Time **10:00 am**, Location: **Rum River Library east parking lot, 4201 6th NW Ave Anoka, MN 55303**

2. MEETING IS MANDATORY (check one): __X__ NO ____ YES

**Project Location:**
The Anoka Nature Preserve prescribed burn site is located in 66 acres of the 104 acre woodland to the northwest of and adjacent to the Rum River Library at 4201 6th Ave NW Anoka, MN 55303 in Anoka County. The project includes one contiguous 104 acre woodland, 66 acres of which has been identified as a controlled burn management zone.

Legal Description: The NW1/4 of the SW1/4, the SW1/4 of the NW1/4, the N1/2 of the SW1/4 of the SW1/4, the western 300 feet of the NE1/4 of the SW1/4, all of Sec 30, T32N, R24W and the SE1/4 of the SE1/4 of the NE1/4 of Sec 25, T32N, R25W.

**Additional Project Information:**
Additional project information can be found at www.AnokaSWCD.org in the Active Projects section linked from the bulletin board. The following are included:
- Rum River Nature Area Management Plan
- Anoka Nature Preserve Woodland Ecological Restoration and Management Plan
- Request for Proposals: Anoka Nature Preserve Prescribed Burn

**Proposal Evaluation Criteria:**
The award will be made based upon cost, qualifications, and meeting the specifications / terms/conditions. The Anoka Conservation District reserves the right to select bidders that are not the low bidder.

**Project Award:**
Responders to this request for proposals agree that the terms of responses will remain open until accepted or rejected by Anoka Conservation District. The accepted response will become part of a legal and binding contract between the responder and Anoka Conservation District. The Contractor with the winning proposal shall coordinate with the Anoka Conservation District to facilitate the timely execution of related contracts to ensure project initiation and completion with the identified time constraints. The contract will be in force upon full execution by the Contractor and Anoka Conservation District.

All attached General Terms and Conditions, and Special Terms, Conditions and Specifications are part of this Request for Proposal and will be incorporated into any contract(s) entered into as a result of this Request for Proposal.

It is understood that this is a request for proposal, not a purchase order.

**To obtain project information contact:**
Kathy Berkness, Anoka Conservation District, 1318 McKay Drive NE Suite 300 Ham Lake, MN 55304
Email: Kathy.Berkness@AnokaSWCD.org
Telephone: (763)434-2030 x10
Fax: (763) 434-2094
Or visit the “Active Projects – Anoka Nature Preserve” section of www.AnokaSWCD.org linked on the bulletin board.

**Contract Administrator and Project Manager:**

(Signature)

Chris Lord, Anoka Conservation District Manager  
1318 McKay Drive NE Suite 300 Ham Lake, MN 55304  
Email: Chris.Lord@AnokaSWCD.org  
Telephone: (763) 434-2030 x13  
Fax: (763) 434-2094

All responses to this Request for Bid must be prepared as stated herein and properly signed in ink. Address all correspondence and inquiries regarding this Request for Bid to the party named above.
SPECIAL TERMS, CONDITIONS, AND SPECIFICATIONS

Contractor Qualifications:

1. **Burning Experience** - Any successful bidder on this project must:
   a. Have completed, as a prime contractor or a subcontractor, at least one project performing prescribed burning of similar size and scope as this project.
   b. Meet DNR contractor qualifications. MN Burn boss 1 or 2 is preferred.

2. **Burn Planning Experience** - The Contractor’s appointed supervisor for this project must have documented experience in prescribed burn planning and writing burn prescriptions.

3. **Recent Termination** - The Contractor has not had a contract terminated due to default or withdrawal in the last 24 months.

4. **Capacity** - The contractor has the capacity to complete prescribed burning for this project by December 31, 2014.

5. **References** - Before awarding this contract to any successful bidder, Anoka Conservation District may request additional references and documentation to substantiate the above experience (use attached contractor qualification form).

**Award:**
The Anoka Conservation District reserves the right to accept the proposal that appears to be in the best interests of the restoration goals of the site. The Anoka Conservation District reserves the right to reject any bids that do not meet the above criteria.

**Timeline/Contract Period:**
Contract period will be approximately **August 19, 2014** to project completion date of **December 31, 2014**.

**Burn preference is shortly following Labor Day weekend or the second half of November.**

**Performance Bond**
The successful responder must furnish a surety bond, in the amount of **$1,500.00** to serve as a performance bond to ensure compliance with the terms of this agreement. The performance bond shall be submitted to the Anoka Conservation District prior to execution of the contract. An irrevocable letter of credit, bank cashier’s check or money order may be used in lieu of a surety bond. At the completion of the project, when all designated woody biomass material has been removed from the site to the satisfaction of the Anoka Conservation District Project Manager, the performance bond, less penalties, will be released to the Contractor.

**Indemnification**
The Contractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with, the execution of the Work provided for in this contract or occurring or resulting from the use by the Contractor, its subcontractors, their agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Owner, Project Manager, Contractor or third parties. Further, the Contractor, to the fullest extent permitted by law, agrees to indemnify and save harmless the Owner and Project Manager, their agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner and/or Project Manager may be, or may be claimed to be, liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this Paragraph, including but limited to completed operations and all other coverage’s set forth in the insurance coverage provision.

**Insurance:**
The contractor is required to carry insurance that meets or exceed the requirements in the General Terms and Conditions section. Any changes of insurance during the project must be reported to the Anoka Conservation District.

**Prevailing Wages:**
State prevailing wage requirements do not apply to this project because it is non-construction.

**Licenses, Permits, Fees, etc.:**
Contractor shall obtain any required permits and all governmental approvals and inspections which may be necessary to perform the Work. Contractor shall comply with applicable law, including all applicable regulations, ordinances, and codes.

**Termination:**
If either party materially breaches the Contract, and if the breaching party fails to cure the breach within fourteen days of receipt of a written notice of breach by the other party, then the non-breaching party may terminate the Contract after serving an additional seven days’ written notice to the breaching party.

**Assignment of Contract:**
Contractor may not assign, transfer, convey, pledge, or otherwise dispose of its interest, or any part thereof, in the Contract.

**Payment:**
Payment will be a lump sum, less penalties in excess of performance bond coverage, when the project is finished.

**Boundaries and Sensitive Areas:**
The Prescribed Burn Area boundary is delineated on Map A and will be reviewed with the Contractor on site.

Map C identifies known culturally or biologically sensitive areas within the property boundaries but outside of the project boundaries. No activity is to occur within these areas or within 50 feet of the Rum River.

**Safety:**
All Contractors must comply with all industry safety standards and other safety guidelines for this type of operation. Preventing the escape of fire into non-targeted area is of the highest priority. Safety concerns or incidents shall be reported to the City of Anoka and the Anoka Conservation District.

**Miscellaneous Provisions:**
1. Contractors are highly encouraged to visit the site for burn planning.
2. The Anoka Conservation District Project Manager must be contacted prior to beginning work.
3. Work hours and days are not restricted for this project, however efforts should be made to avoid traffic hazards caused by smoke, particularly during rush hours.
4. The Anoka Conservation District Project Manager burning if environmental conditions are determined to be favorable.
5. Any equipment left on-site must be secured and is the sole responsibility of the Contractor.
6. It is understood that the proposal includes all costs for equipment, fuel, lubrication, transportation, labor, tools, and all else necessary to complete the work described.

Funding for this project was provided by:

*The Clean Water, Land and Legacy Amendment Outdoor Heritage Fund as recommended by the Lessard Sams Outdoor Heritage Council.*
MAP A:
GENERAL TERMS AND CONDITIONS

1. It is understood and accepted by the responder that any quantities shown in this Request for Proposals are estimated quantities only and impose no obligation upon the State either minimum or maximum.

2. **ALTERATIONS OR ERASURES.** An alteration or erasure of any price or service deliverable contained in the response shall be rejected unless the figure is crossed out and the correction is printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the response. This includes, but is not limited to, correction fluid and typewriter correction tape.

3. **AUTHORIZED SIGNATURE.** The response must be fully and properly executed by an officer or other authorized representative of the responder. Proof of authority of the person signing the response must be furnished upon request.
   - **Proof of Authority:**
     - If the responder is a corporation, a secretarial certificate of an excerpt of the corporate minutes showing that the signing officer has authority to contractually obligate the corporation shall be furnished. Where the corporation has designated an attorney-in-fact, the power of attorney form should be furnished.
     - If the responder is a partnership, a letter of authorization shall be furnished, and signed by one of the general partners.
     - If the responder is a proprietor, and the person signing the response is other than the owner, a letter of authorization signed by the owner shall be furnished.

4. **FACSIMILE OR E-MAIL RESPONSES.** Neither facsimile nor email responses will be considered to ensure the integrity of the sealed bid process.

5. **ACCEPTANCE OR REJECTION OF RESPONSES.** The State reserves the right to accept or reject any or all responses, or parts of responses, and waive any informalities.

6. **ADDENDA TO THE REQUEST FOR BID.** Changes to the Request for Proposals will be made by written addendum. Any addenda issued will become part of the Request for Proposals. Each responder must follow the directions on the addendum. All requests for clarification must be directed to the contact person listed in the Request for Proposals.

7. **WITHDRAWAL OF RESPONSES.** Prior to the opening of sealed responses any responder may withdraw its response by written notification to the contact person listed on page 1, of the desire to withdraw; by appearing in person at the submit to location for responses listed on page 1 and withdrawing the response; or facsimile received by the manager requesting withdrawal of the response.
   Subsequent to the opening of the responses, a responder may request to withdraw a response only upon a showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to the Anoka Conservation District (District) within a reasonable time after the opening of the response and prior to the District’s detrimental reliance on the response. A response may be withdrawn thirty (30) calendar days after the scheduled closing time for the receipt of responses if the District has not acted thereon.

8. **PAYMENT TERM.** Understands and agrees, unless otherwise stated in the specifications, that payment shall be lump sum upon completion of all contract work and acceptance by the District.

9. **SPECIFICATIONS.** Responses will be held to strict compliance with the specifications. If a response deviates from the specifications, the deviation must be clearly noted. The District reserves the right to reject any or all responses that are not an approved equal.

10. **MATERIAL DEVIATION.** The responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the District’s terms and conditions.

**RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION, THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR BID. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS AND CONDITIONS, and/or SPECIAL TERMS, CONDITIONS AND SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.**

A material deviation is an exception to the Request for Proposals, General or Special Terms and Conditions,
and specifications that:
   a. Gives the responder taking the exception, a competitive advantage over other responders, or
   b. Gives the District something significantly different from that which the District requested.

11. **DELIVERABLES.** A unit or total deliverable as requested must be stated for each item quoted. In case of an error in the total deliverables, the unit deliverable will prevail. In the event that any deliverable used in determining the most preferred responsible responder is expressed in both written and numerical form, the written representation shall govern in all cases.

12. **SALES AND USE TAX.** In submitting the bid the responder is understood to have included in the bid price any applicable State or Federal sales, excise or use tax on all materials, supplies, equipment and labor that are to be utilized on this project.

13. **ACTING IN CASES OF DOUBTFUL RESPONSIBILITY.** If the District’s authorized agent, on the basis of available evidence, concludes that a particular vendor appears to be insufficiently responsible to ensure adequate performance, the response may be rejected.

14. **NON-RESPONSIVE OFFERS.** Responses that do not comply with the Request for Proposal will be considered non-responsive and will be rejected.

15. **AWARD.** Unless otherwise provided for in the Request for Proposal, the award will be made to the most preferred (greatest level of service for the predetermined dollar amount) responsible vendor meeting the specifications and all terms and conditions.

16. **COMPETITION IN RESPONDING.** The District desires and encourages free and open competition among responders. Whenever and wherever possible, the District’s specifications and the General Terms and Conditions will be designed to accomplish this objective, consistent with the necessity to satisfy the District’s needs and while obtaining best value. Any evidence of collusion among responders in any form designed to defeat competitive responses will be reported to the Minnesota Attorney General for investigation and appropriate action. Suggestions from responders regarding the requirements of the Request for Proposals procedures are welcome and will be given careful consideration.

17. **GOVERNING LAW.** The Request for Proposals and the Contract will be construed in accordance with and performance governed by the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract will be governed by the Uniform Commercial Code (UCC) as adopted by the State of Minnesota. To the extent the Contract entails delivery or performance of services, the services will be deemed “goods” within the meaning of the UCC, except when to deem such services as “goods” is unreasonable.

18. **LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination.

19. **JURISDICTION AND VENUE.** The Request for Proposals and the Contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Anoka County, Minnesota.

20. **SEVERABILITY.** If any provision of the Contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the District and Contractor will be relieved of all obligations arising under the provision; if the remainder of the Contract is capable of performance, it will not be affected by the declaration or finding and will be fully performed.

21. **SURVIVABILITY.** The rights and duties of the District and the Contractor will survive the expiration or cancellation of the Contract.

22. **ASSIGNMENT.** The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the District’s authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the District’s authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of the Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of the Contract due to a change in ownership, merger, or acquisition of the
Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign the Contract to corporations to provide some of the services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of the Contract.

23. **CONFLICT OF TERMS.** In the event of any conflict between the General Terms and Conditions, and any Special Terms and Conditions, the Special Terms and Conditions govern.

24. **CANCELLATION OF THE CONTRACT.** The contract may be cancelled by the District at any time without cause, upon 30 days’ written notice to the Contractor. In the event the Contractor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted.

25. **FORCE MAJEURE.** Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

26. **STATE AUDITS** (Minn. Stat. § 16C.05, Subd. 5). The books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Contract must be made available to and subject to examination by the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract.

27. **SUBCONTRACTORS.** No subcontracting is allowed unless otherwise specified in the “Special Terms, Conditions and Specifications”. In the event the Contractor hires subcontractors to perform all or some of the duties of the Contract, the Contractor understands that Minn. Stat. § 16A.1245 requires that any such subcontractor be paid within 10 days of the Contractor’s receipt of payment from the District for undisputed services provided by the subcontractor. The Contractor agrees to take all steps necessary to comply with said statute.

28. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied to the District by the Contractor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the District with Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.

29. **RISK OF LOSS OR DAMAGE.** The District and the City of Anoka are relieved of all risks of loss or damage to the equipment during periods of transportation, performing work requirement under this agreement, and during the time the equipment is in possession of the District or on City of Anoka Property.

30. **INDEMNIFICATION AND HOLD HARMLESS.** The Contractor agrees to assume entire responsibility and liability, to the fullest extent permitted by law, for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with, the execution of the Work provided for in this contract or occurring or resulting from the use by the Contractor, its subcontractors, their agents or employees, of materials, equipment, instrumentalities or other property, whether the same be owned by the Owner, District, Contractor or third parties. Further, the Contractor, to the fullest extent permitted by law, agrees to indemnify and save harmless the Owner and District, their agents and employees from all such claims including, without limiting the generality of the foregoing, claims for which the Owner and/or District may be, or may be claimed to be, liable and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The Contractor further agrees to obtain, maintain and pay for such Commercial General Liability insurance coverage and endorsements as will insure the provisions of this Paragraph, including but limited to completed operations and all other coverage’s set forth in the insurance coverage provision. This clause shall not be construed to bar any legal remedies the Contractor may have with the District’s failure to fulfill its obligations pursuant to the Contract. The District’s liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736 and other applicable laws.

31. **DEFAULT.** All services furnished will be subject to inspection and acceptance by the District’s project
32. **DISPOSITION OF RESPONSES.** All materials submitted in response to this Request for Proposals will become property of the District and will become public record after the evaluation process is completed and an award decision made.

33. **GOVERNMENT DATA PRACTICES ACT.** The Contractor and the District must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the District to the Contractor and all data provided to the District by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor in accordance with this contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13.

The Contractor agrees to indemnify, save, and hold the District, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to, any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contractor subcontracts any or all of the work to be performed under the Contract, the Contractor shall retain responsibility under the terms of this paragraph for such work.

34. **REQUEST FOR CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission or other deficiency in the Request for Proposals, it shall immediately notify the Contact Person in writing, as specified in the introduction, of such error and request modification or clarification of the document.

35. **ENTIRE AGREEMENT.** A written Contract (including the contents of the Request for Proposals and the Contractor’s response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties.

36. **ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:

- a Contractor is unable or potentially unable to render impartial assistance or advice to the District;
- the Contractor’s objectivity in performing the work is or might be otherwise impaired; or
- the Contractor has an unfair competitive advantage.

The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the District contract person that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the District may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the District’s contract person, the District may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms “Contract,” “Contractor,” and “District’s contact person” modified appropriately to preserve the District’s rights.

37. **AMENDMENTS.** The District reserves the right to make changes to the contract, when mutually agreed to by the District and 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 District as required by law.

38. **INSURANCE.** The successful Contractor, at its expenses, agrees to procure and maintain insurance during the term of the contract. The Contractor shall secure and maintain such insurance from an insurance company with a Best Rating of A- VII or better who is authorized to write insurance in the state of Minnesota. Such insurance shall protect themselves, the Owner (City of Anoka) and the Project Manager (Anoka Conservation District) from claims for bodily injury, death, or property damage, which may arise from operations under this contract. **The City of Anoka and the Anoka Conservation District are to be listed as additional insured on the Certificate of Insurance**
using ISO Form 2010 edition date 11/85 or its equivalent. The Contractor shall not commence work under this Contract until it has obtained all required insurance and has filed the Certificate of Insurance, or the certified copy of the insurance policy, with the Project Manager (this to include arrival of material on the site and/or personnel to perform the work). Each insurance policy shall contain a clause stating that the insurance company shall not cancel the policy without thirty (30) days written notice to the Project Manager of intention to cancel. There should be no endorsement or modification of the Commercial General Liability limiting the scope of coverage for liability assumed under contract or liability arising from pollution, explosion, collapse, underground property damage, or damage to the work.

All policies and certificates shall provide that the policies shall remain in force and effect throughout the term of the Contract.

**CONTRACTOR REQUIREMENTS:**

a. Contractor's policy(s) shall be primary insurance to any other valid and collectible insurance available to the District or Owner with respect to any claim arising out of this contract.

b. If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the District within five (5) business days with a copy of the cancellation notice, unless Contractor’s policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to the State of Minnesota.

c. Contractor is responsible for payment of Contract related insurance premiums and deductibles.

**NOTICE TO CONTRACTORS:**

The failure of the District to obtain a certificate of insurance, for the policies required under this Contract or renewals thereof shall not constitute a waiver by the Owner to the Contractor to provide such insurance.

The District reserves the right to immediately terminate the Contract if the Contractor is not in compliance with the insurance requirements and the District and Owner retains all rights to pursue any legal remedies against the Contractor. All insurance policies must be open to inspection by the District and Owner, and copies of policies must be submitted to the District’s authorized agent upon written request.

**NOTICE TO INSURER:**

The Contractor’s insurance company waives its right to assert the immunity of the District or Owner as a defense to any claims made under said insurance.

**POLICY REQUIREMENTS:**

The amounts of such insurance shall not be less than the following:

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

   The Contractor and his subcontractors, if any, 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. Evidence of subcontractor insurance shall be filed with the Contractor.

2. **Automobile Liability Insurance:**

   a. Minimum Limits of Liability:
      1. Minnesota State No-fault -- Passenger vehicle such as car, van or pick-up truck
      2. Same as #3. General Liability Insurance -- Any vehicle being used to perform the service and all other vehicles such as those towing equipment or a commercial vehicle

   b. Coverages:
      - X All Owned Autos
      - X Hired Autos
      - X Non-owned Autos
The Contractor and his subcontractors, if any, shall maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles. Evidence of subcontractor insurance shall be filed with the Contractor.

3. **General Liability Insurance:**
   a. **Minimum Limits of Liability:**
      - $1,500,000 - Per Occurrence
      - $1,500,000 - Annual Aggregate
      - $1,500,000 - Annual Aggregate applying to Products/Completed Operations
   b. **Coverages**
      - X Premises and Operations Bodily Injury and Property Damage
      - X Personal & Advertising Injury
      - X Blanket Contractual
      - X Products and Completed Operations
      - X City of Anoka, Anoka Conservation District and the State of Minnesota endorsed as additional Insured

The Contractor shall maintain insurance to cover claims, which may arise from operations under this Contract, whether such operations are by Contractor or Subcontractor or by anyone directly or indirectly employed under this Contract.

An Umbrella or Excess Liability insurance policy may be used to supplement the contractor's policy limit to satisfy the full policy limits required by the contract.

39. **If awarded the contract, the Contractor will not engage in any discriminatory employment practices; that Contractor will in all respects comply with Minnesota Statutes Chapter 363A, Minnesota Statutes Sections 181.59 through 181.60, and all applicable rules and all subsequent amendments, the State Act Against Discrimination. Failure to do so will be deemed by the District to be a material breach of contract.**

40. **All Contractors and subcontractors shall conform to the labor laws of the State of Minnesota and all laws, ordinances and legal requirements affecting their work in Minnesota.**

41. **By submission of this response, the vendor certifies that neither it nor its principals is presently debarred or suspended by any Federal department or agency; or if the amount of this response is equal to or in excess of $25,000, that neither it nor its principals nor its subcontractors receiving sub-awards equal to or in excess of $25,000 is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If unable to certify to any of the statements in this certification, vendor must attach an explanation to this response.**

42. **Non-submittal of the requested documents within time frame specified will be just cause for forfeit of solicitation bond and contract.**

43. **E-VERIFY CERTIFICATION (IN ACCORDANCE WITH MINN. STAT. §16C.075) By submission of a proposal for services in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the District, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the District. In the event of contract award, Contractor shall be responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at [http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc](http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc). All subcontractor certifications must be kept on file with Contractor and made available to the District upon request.**
SOLICITATION FOR CONTRACT WORK

PROJECT: Anoka Nature Preserve Prescribed Burn

SUBMITTED TO: Anoka Conservation District
1318 McKay Drive NE Suite 300
Ham Lake, MN 55304

SUBMITTED BY: Business Name/Name: ________________________________
Address: __________________________________________________________
Email: _____________________________________________________________
Telephone: _________________________________________________________
Fax: ________________________________

SUBJECT: Project Manager: Chris Lord, Anoka Conservation District
Solicitation Opening Date: August 14, 2014
Opening Time: 2:00 PM
Location: Anoka Conservation District Office
1318 McKay Drive NE Ham Lake, MN 55304
Project Name: Anoka Nature Preserve Prescribed Burn

The undersigned being familiar with the local conditions affecting the cost of the work and with the Contract Documents, Request for Proposals, Special Terms, Conditions, and Specifications, General Term and Conditions, Solicitation For Contract Work, Contractor Qualification Form, Worker’s Compensation Insurance Form, and Taxpayer Identification Form, and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials, tools, transportation, equipment and all else necessary for the completion of the project named above.

<table>
<thead>
<tr>
<th>Description of Work</th>
<th>Proposed Acreage</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Burn planning, site preparation and prescribed burning</td>
<td>66 acres</td>
<td>$</td>
</tr>
</tbody>
</table>

All contract work shall be completed on/or before the Project Completion Date of: December 31, 2014

Work cannot commence prior to: full execution of contract by the responder and Anoka Conservation District.

BY:

________________________________________
(Signature)  (Please Print Name)  (Title)

DATE: ____________________________
CONTRACTOR QUALIFICATION FORM

Contractors are responsible for checking all addenda for the final version of the Qualification Form.

This form must be submitted with your response to this solicitation. If the solicitation response is received without the qualification form, the response shall be rejected.

Each Respondent must answer all of the questions and provide all requested information contained herein. Failure to provide complete information justifies rejection of the proposal. If the qualification requirements listed below are not met, either on the face of the submitted information or after such clarification/verification as the District may request, then the Contractor’s response shall be rejected.

1. Requirement – Burning Experience:
   a. Respondent has substantially completed, as a prime contractor or a subcontractor at least one project performing prescribed burning of similar size and scope as this project.
   List below the required information for your contract:
   Description of Experience: __________________________________________________________
   Acreage _______________ Contract Administered by____________________________________
   Contract Contact Person’s Telephone # ______________ Dollar Amount of Contract __________
   Substantial Completion Date ________________________
   b. Meet DNR contractor qualifications. MN Burn boss 1 or 2 is preferred.
   Describe DNR certifications: ________________________________________________________

3. Requirement – Burn Planning Experience: The Contractor’s appointed supervisor for this project must have documented experience in prescribed burn planning and writing burn prescriptions.
   Appointed Supervisors Name: ______________________________________________________
   Experience, education, certifications and licensure: ______________________________________

4. Requirement- Termination: Respondent has not had a contract terminated due to default or withdrawal in the last 24 months.
   My company has had a contract terminated in the last 24 months. ____Yes ____No

5. Requirement: Capacity - The contractor has the capacity to complete at least 250 of prescribed burning for this project in 2014 and complete the project by June 30, 2015 provided environmental conditions are favorable.
   My company presently has the capacity to meet these milestones. ____Yes ____No

5. Requirement- Termination: Respondent has not had a contract terminated due to default or withdrawal in the last 24 months.
   My company has had a contract terminated in the last 24 months. ____Yes ____No

5. Optional: References may be provided on a separate sheet.

CERTIFICATION – By signing this statement, I certify that the information provided above is complete and accurate.

Prime Contractor Company Name

Authorized Signature
WORKERS' COMPENSATION INSURANCE FORM

[ ] I do have employees in the State of Minnesota.

[ ] I do not have any employees in the State of Minnesota.

[ ] I do have employees in the State of Minnesota, but I claim exemption from Workers' Compensation Insurance requirements. List the qualifying exemption under MN Statute 176.041 that excludes you from Minnesota Workers' Compensation requirements

____________________________________________________________________________________
____________________________________________________________________________________

I agree if during the course of the contract I become eligible for Workers' Compensation, I will comply with the Workers' Compensation Insurance requirements and provide the District a certificate of insurance.

I understand that falsification, in any way, of the facts or conditions I have represented herein constitutes a false statement for which penalties under the law apply and which will be just cause for forfeit of contract.

___________________________________________________ _________________________________
Signature                  Date

Print name and Title
TAXPAYER IDENTIFICATION FORM

A. If a Corporation, what is the State of Incorporation: ________________________________

B. If a Partnership, state full names of Copartners: ________________________________

C. If a Limited Liability Company, what is the State in which formed: ________________________________

D. If a sole proprietorship, are you an independent contractor? _____ Yes _____ No

E. Social Security Or Federal Employer I.D.#: ________________________________

F. Minnesota State Tax I.D.# ________________________________

Pursuant to Minn. Stat. 270.66, Minnesota Contractors are required to provide their Minnesota Tax Identification Number and Federal Employer Identification Number (or Social Security Number). Non-Minnesota Contractors are required to provide their Federal Employer I.D. Number (or Social Security Number) only. This information may be used in the enforcement of Federal and State Tax Laws. Supplying these numbers could result in action to require a Contractor to file tax returns and pay delinquent State Tax Liabilities. These numbers will be available to Federal and State Tax Authorities and District personnel involved in the payment of District obligations.