
**STATE OF MINNESOTA
COUNTY OF WRIGHT**

PROPOSAL FOR _____ AQUATIC INVASIVE SPECIES INSPECTION PROGRAMS

Proposal of WRIGHT SOIL AND WATER CONSERVATION DISTRICT ("SWCD")
(Name)

311 BRIGHTON AVE S SUITE C BUFFALO, MN 55313
(Address)

To furnish and deliver all materials and to do and perform all work, in accordance with the Contract.

Proposals will be received until **4:30 p.m.** on the **4th of February, 2019**. The point of delivery shall be at the **Wright Soil and Water Conservation Office at 311 Brighton Ave S Buffalo, MN 55313**

Bidders will be notified if an interview is requested prior to **4:30 p.m. on the 6th of February**.

Interviews will be held on the **8th of February**.

SPECIAL PROVISIONS

(See attached)

To the Wright Soil and Water Conservation District, Wright County, Minnesota:

In accordance with the advertisement of the Wright Soil and Water Conservation District, inviting proposals for the **Aquatic Invasive Species Inspection Programs**, and in conformity with the, Specifications pertaining thereto:

(I) (We) hereby certify that (I) (We) (am) (are) the only person(s) interested in this proposal as principal(s); that this proposal is made and submitted without fraud or collusion with any other person, firm or corporation whatsoever; that an examination has been made of the Contract Form, together with the Specifications and Special Provisions pertaining thereto.

(I) (We) understand that the quantities of work materials or equipment shown herein are approximate only and are subject to increase or decrease; that all quantities of work, whether increased or decreased are to be furnished at the unit prices shown on the attached schedule; and that, at the time of opening bids, totals only will be read, but that comparison of bids will be based on the correct summation of item totals obtained from the unit prices bid.

(I) (We) propose to furnish all materials specified, in the manner and at the time prescribed, all in accordance with the terms of the Contract, Specifications, and Special Provisions forming a part thereof.

(I) (We) further propose to execute the form of Contract within ten (10) working days of the acceptance of this proposal.

(I) (We) further propose to guarantee all work performed under this Contract to be in accordance with the Specifications, and Special Provisions; and to fully account for all work performed under this contract.

(I) (We) agree to all the provisions of Minnesota Statutes 1976, Section 181.59.

(I) (We) further propose to perform the work as stated in the Special Provisions.

SPECIAL PROVISIONS FOR AQUATIC INVASIVE SPECIES CONTRACT

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I hereby certify that the special provisions contained in this proposal were prepared under supervision and direction.

Date: _____

 Luke Johnson
 District Manager
 Wright Soil and Water Conservation District

SPECIAL PROVISIONS

S-1 GENERAL PROVISIONS

1.1 This proposal is solicited for the purpose of obtaining best value competitive prices for the services of a Contractor who will provide watercraft inspections at lake access points and a regional inspection site and the operation of a decontamination unit pursuant to Minnesota Department of Natural Resources (“DNR”) training techniques and DNR developed Aquatic Invasive Species (“AIS”) inspection protocols.

Proposal shall be submitted on proposal forms. If a proposal is submitted by an individual owner it shall be signed by said individual owner. If submitted by a corporation it shall be signed by either the President or the Vice-President and either the Secretary or Treasurer and the signatures shall be those of two different individuals. If submitted by a partnership, it shall be signed by all members. If submitted by an association it shall be signed by the owners which bids are submitted.

1.2 *Best Value*. The Wright Soil and Water Conservation District (“SWCD”) will use a “Best Value” evaluation process:

1.2.1 Definition. “Best Value” describes a competitive, negotiated procurement process in which the recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient (here, the SWCD) may acquire technical superiority even if it must pay a premium price. A “premium” is the difference between the price of the lowest priced proposal and the one that the SWCD believes offers the best value to the recipient. The term “Best Value” also means the expected outcome of an acquisition that, in the SWCD’s estimation, provides the greatest overall benefit in response to its material requirements. To achieve “Best Value” in the context of acquisitions for AIS inspection purposes, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the SWCD.

1.2.2 Evaluation factors. The SWCD does not mandate any specific evaluation factors. Nevertheless, evaluation factors may include, but are not limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those qualitative measures must support the purposes of the AIS inspection program.

1.3. The SWCD will commence negotiations with a selected qualified Contractor. The SWCD may discontinue or terminate such negotiations if, in the sole judgment of the SWCD progress toward a Contract is unsatisfactory. If the SWCD in its sole judgment deems it appropriate to do so, the SWCD may commence negotiations with a different qualified selected Contractor.

1.4. The SWCD will execute a Contract with a Contractor on the basis of the proposal submitted in response to this RFP and/or any other information submitted by the Contractor

during the procurement, evaluation, clarification, and negotiation processes.

1.5 The SWCD reserves the right to accept or reject any or all proposals, or any part of any proposal, and to waive any defects of technicalities or to advertise for new proposal where the acceptance, rejection, waiving or advertising of such would be in the best interest of the Wright Soil and Water Conservation District. The Wright Soil and Water Conservation District also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Wright County's and the Wright Soil and Water Conservation District's best interests.

1.6 CONSEQUENCE OF SUBMISSION OF PROPOSAL

The submission of a proposal shall not be deemed an agreement between the Contractor and the SWCD. The proposal is a contractual offer by the Contractor to perform services in accord with the proposal. The SWCD is not be obligated to respond to any proposal submitted nor be bound in any manner by the submission of a proposal.

The submission of a proposal will constitute a binding representation and warranty by the Contractor that (1) the Contractor has investigated all aspects of the Request for Proposals ("RFP") and the Contractor's proposal; (2) the Contractor is aware of the applicable facts pertaining to the RFP process, its procedures, and requirements; (3) the Contractor has read and understands the RFP, and has complied with every requirement; (4) Contractor's proposal is, without exception, premised upon performing and furnishing the services and equipment required by this RFP and the resulting Contract and such means, methods, techniques, sequences, or procedures as may be indicated in or required by this RFP and the resulting Contract; and (5) the RFP is sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the project.

Acceptance of a proposal by the SWCD obligates the selected Contractor to enter into a Contract with the SWCD for the performance of the services as specified in the RFP. Optional services or value-added services offered in the proposal may be selected by the SWCD, in its sole discretion, for inclusion in the Contract. No agreement shall be binding or valid as against the SWCD unless and until it is executed by the SWCD and the selected Contractor, and the Contractor's performance bond, insurance, or other surety guarantee has been accepted by the SWCD.

The proposals received shall become the exclusive property of the SWCD. Upon receipt of such proposals, the SWCD is bound by and shall comply with the requirements of the Minnesota Government Data Practices Act with regard to the proposals throughout the submission, evaluation, and selection process. Specifically, Minn. Stat. § 13.591 governs such data. Portions of a proposal that the Contractor considers a Trade Secret should be marked as such. The SWCD, in its sole discretion, shall make a final determination as to any such data to be classified as nonpublic "Trade Secret" data without deference to the Contractor's marking of the same. See Minn. Stat. § 13.37, subd. 1(b).

1.7 ACCURACY IN REPORTING REQUESTED INFORMATION

Information submitted as part of the proposal will be subject to verification. Inaccurate information or information that is misleading will be, at the SWCD's sole discretion, grounds for removal of a proposal from further consideration. Should a Contractor be awarded a Contract as a result of this RFP, inaccurate or misleading information included in the proposal and subsequently discovered by the SWCD will be, in the SWCD's sole discretion, grounds for default.

1.8 COST OF SUBMITTING PROPOSALS

The cost of investigating, preparing, and submitting a proposal is the sole responsibility of the Contractor and shall not be chargeable in any manner to the SWCD. The SWCD will not reimburse any Contractor for any costs or expenses associated with the preparation and submission of a proposal, including but not limited to, expenses incurred in making an oral presentation, participating in an interview, or negotiating a Contract with the SWCD.

S-2 SCOPE OF WORK

The Contractor will be responsible for:

1. Hiring level one inspectors. The Contractor will be responsible for the advertising and hiring of the inspectors trained pursuant to the DNR training program for watercraft inspections. If the inspector is not already trained it will be the responsibility of the Contractor to have them trained. The inspectors will be authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors will be DNR authorized Level 1 inspectors. The inspectors will be at least 16 years of age unless otherwise agreed. The inspector will wear official uniforms, or vests, provided by the Contractor. The Contractor will make sure the inspectors have digital devices suitable for downloading the DNR inspection data and that the DNR inspection software has been loaded on the device and is functioning.
2. Hiring level two inspectors. The Contractor will be responsible for the advertising and hiring of the inspectors trained pursuant to the DNR training program for watercraft inspections. If the inspector is not already trained it will be the responsibility of the Contractor to have them trained. The inspectors will be authorized inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors will be DNR authorized Level 2 inspectors. The inspectors will be at least 18 years of age unless otherwise agreed. The inspector will wear official uniforms, or vests, provided by the Contractor. The Contractor will make sure the inspectors have digital devices suitable for downloading the DNR inspection data and that the DNR inspection software has been loaded on the device and is functioning.
3. Hiring roving inspectors. The Contractor will be responsible for advertising and hiring of inspectors to act as roving inspectors for the regional inspection program.
4. Hiring an inspector coach. The contractor will be responsible for the advertising and hiring of a person to regularly meet with inspectors and coach them on proper inspection protocol and to assist with inspections while on site. This person must be at least 18 years

of age and be trained as a level 2 inspector. The SWCD anticipates about 20 hours per week dedicated to this task.

5. The decontamination unit may need to be moved on occasion, however this is expected to be a rare occurrence. Contractor will either provide or coordinate the rental of a truck to tow the decontamination unit as necessary. Examples of a need to move the decontamination unit include but are not limited to: repair, alternative storage, maintenance, safety, etc.
6. Contractor will, with assistance from Wright SWCD, provide additional training as necessary, especially for the Wright Regional Inspection Program.
7. The Contractor will schedule all inspectors and manage the ongoing calendar to ensure coverage according to the schedule agreed upon by Contractor and SWCD.
8. The Contractor will manage day-to-day coverage of the lake access points and the regional inspection site.
9. The Contractor will manage the inspection hours on each lake to not exceed the budgeted hours for that lake. The SWCD may permit the inspection hours for a lake to be exceeded.
10. Contractor will provide the SWCD a report of hours covered at each access and the regional inspection site by month.
11. Contractor will follow DNR protocol and procedures for making records of boats entering the lake(s). This data is provided directly to the DNR via a DNR online data entry system.
12. Contractor will operate and maintain Wright County's decontamination unit.
13. Level 2 Inspectors hours are only allowed to be invoiced for hours when the Level 2 Inspector is working at the same site as the decontamination unit. Contractor agrees not to double up on Level 2 Inspectors and agrees that only one Level 2 Inspector hours will be invoiced, even when more than one person authorized as a Level 2 Inspector may be on site.
14. Contractor will follow DNR protocol and procedures for making records of boats undergoing a decontamination. This data is provided directly to the DNR via a DNR online data entry system.
15. The Contractor will provide the SWCD a report at the end of the summer summarizing and totaling the hours worked.
16. Contractor will be an independent contractor and take full responsibility for hiring, paying and managing its inspectors. The Contractor will permit the SWCD to provide the Contractor with feedback on inspectors. The SWCD retains the authority to revoke an inspector's authorization as a level 1 or level 2 inspector.
17. Contractor will collect required forms from employees (e.g. W-4) and provide required reports to the government (e.g. W-2).
18. Contractor will pay inspectors an hourly wage with payments made on either a semi-monthly, bi-weekly or a monthly basis.
19. Contractor will pay or withhold for FICA, FUTA, State Unemployment, Workers Compensation, and state and federal withholding, as required by law.

INDEPENDENT CONTRACTOR

Contractor expressly understands that it and any person employed by it or working on its behalf is an independent contractor for purposes of this contract. All persons employed by Contractor or any subcontractor in the performance of any work or services required or provided in this agreement shall not be considered employees of Wright County or the Wright

Soil and Water Conservation District for any purposes whatsoever, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. No such claim shall in any way be the obligation or responsibility of Wright County or the Wright Soil and Water Conservation District.

S-3 BASIS OF PAYMENT

1. Contractor may be compensated for time spent hiring inspectors, providing payroll, supplying office supplies and technology, general administration of the AIS program, and other personal management expenses, such expenses must be allocated and included in the administrative fee line item of the proposal. These items will not be paid out separately.
2. Contractor shall have all inspectors complete DNR training necessary for their position at the beginning of the season. The Contractor in cooperation with Wright Soil and Water Conservation District shall provide, regional inspection training, a mid-season training and any other trainings as necessary and as determined by the Wright SWCD or the DNR.
3. The bidder shall account for all hours worked by inspectors at each lake access point and the regional inspection station. The Contractor shall be paid on the basis of inspector hours worked. The hours worked line item in the bid document is an estimated number of hours. The final number may increase or decrease significantly depending on the final budgeted amount for AIS inspections provided by the State of Minnesota, the DNR, and individual lake associations. The regional inspection program for 2019 is a pilot program and as such will be subject to immediate termination by the DNR, the County of Wright, or the Wright Soil and Water Conservation District. The bidder assumes all liability that the Regional Inspection program may terminate with limited or no notice.
4. Training Inspectors means the hourly cost of training inspectors. The quantity listed for this line item is an estimate.
5. Inspection Hours means the hourly cost for inspectors working at designated inspection locations, or working at the Regional Inspection Program. The quantity listed for these line item as a level 1 or level 2 inspector are an estimate.
6. Wright Soil and Water Conservation District shall make payments on a monthly basis after being invoiced for all hours and services provided by the contractor.
7. The Administration line item will be paid as follows: 50% on April 1, 2019, the remaining 50% shall be broken into equal monthly installments and paid monthly over the course of the contract term.

In the event funds are due and owing to the Wright Soil and Water Conservation District said funds shall be paid in within 15 days of completion of the contract.

S-4 TERM OF CONTRACT

The bidder shall operate the inspection program between the dates of April 1, 2019 and October 31, 2019

S-5 INSTRUCTION TO BIDDERS

- 1) All bids must be clearly written in ink or typewritten in the space provided.
- 2) All bids must be sealed and the bid envelope must bear the name and address of the bidder and the inscription (in the lower left corner of envelope) of **"PROPOSAL FOR AIS INSPECTION PROGRAM."**
- 4) All bidders must have a minimum \$500,000 insurance and liability policy. Proof of Insurance must accompany the bid.
- 5) The bid envelope shall be addressed to the **Wright Soil and Water Conservation District ATTN: Alicia O'Hare 311 Brighton Ave S Suite C Buffalo, MN 55313.**

S-6 CONTRACT REQUIREMENTS

Worker's Compensation. Prior to commencement of Contract term, the successful bidder may be required to submit a signed statement to the County evidencing compliance with the Worker's Compensation insurance coverage requirement of M.S. 176.182 set forth in pertinent part herein:

M.S. 176.182 BUSINESS LICENSES OR PERMITS: COVERAGE REQUIRED.

...Neither the state nor any governmental subdivision of the state shall enter into any contract for the doing of any public work before receiving from all other contracting parties acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Section 176.181, Subdivision 2.

In any case where subcontracting is approved, the bidder shall require the subcontractor to provide worker's compensation insurance, all in accordance with statutory requirements. Evidence of subcontractor's insurance shall be filed with the County.

Liability Insurance: The successful bidder shall be fully insured for liability and personal injury coverage with a minimum coverage of \$500,000. The successful bidder will provide a certificate of insurance for a minimum of \$500,000.00 liability and personal injury coverage listing the County of Wright and the Wright Soil and Water as insured parties. This coverage must remain in effect during the entire term of the contract and the successful bidder shall also provide for tail coverage as necessary.

S-7

SCHEDULE OF PRICES
CREDITS AND FEES

Item Number	Item Description Unit of Measure	Unit of Measure	Approximate Quantities	Unit Price		Total Amount	
				Dollars	Cents	Dollars	Cents
1	Administration	n/a	1				
2	Training Inspectors*	Hours of training	480*				
3	Inspector Coach*	Hours staffed	360*				
4	Level 1 Inspector Hours*	Hours staffed	7000*				
5	Level 2 Inspector Hours*	Hours staff	3000*				
6	Truck Rental*	Daily rental	60*				
Total Fees							
	*ITEMS LISTED WITH * ARE ESTIMATES ONLY.						
Total	(Total Fees) - (Total Credits) = Price of Bid						

This proposal dated the _____ day of _____, 20_____.

Signed: _____ Address: _____, as an individual.

Signed: _____ For, _____ a partnership

Partners: _____
Name Address

Name Address

Name Address

Name Address

Signed: _____ for _____ a corporation, incorporated under the laws of the State of _____.

Name of Secretary Business Address

Name of Treasurer Business Address

Name of President Business Address