

STATE OF MINNESOTA
COUNTY OF MEEKER
PROPOSAL FOR AQUATIC INVASIVE SPECIES INSPECTION &
DECONTAMINATION
SERVICES

Proposal of MEEKER COUNTY COURTHOUSE

325 NORTH SIBLEY AVENUE, LITCHFIELD, MN 55355

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

Proposals will be received until **4:00 p.m.** on the **1st of February, 2021**. The point of delivery shall be at the **Meeker County Courthouse at 325 North Sibley Avenue, Litchfield, MN 55355**

SPECIAL PROVISIONS

To the Meeker County Courthouse in Meeker County, Minnesota:

In accordance with the advertisement of the Meeker County, 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 quotes, totals only will be read, but that comparison of quotes will be based on the correct summation of item totals obtained from the unit prices quote. (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 contact.

(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

INDEX TO SPECIAL PROVISIONS

Section	Page
S-1 GENERAL PROVISIONS	3
S-2 SCOPE OF WORK	5
S-3 BASIS OF PAYMENT	8
S-4 TERM OF CONTRACT	9
S-5 INSTRUCTION TO PROPOSERS	9
S-6 CONTRACT REQUIREMENTS	9

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



Ariana Richardson
AIS Coordinator
Meeker County

Date: 01/08/2021

SPECIAL PROVISIONS

S-1 GENERAL PROVISIONS

1.1 This proposal is solicited for the purpose of obtaining competitive prices for the services of a vendor who will provide watercraft inspections at lake access points pursuant to Minnesota Department of Natural Resources' Aquatic Invasive Species ("AIS") inspection training and protocols. Quotes 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 proposal are submitted.

The Meeker County reserves the right to uphold an interviewing process to accept or reject any or all quotes, or any part of any quote, and to waive any defects of technicalities or to advertise for new quotes where the acceptance, rejection, waiving or advertising of such would be in the best interest for Meeker County. Meeker County also reserves the right to award in whole or in part, by item, group of items, or by section where such action serves Meeker County's best interest.

1.2 **Best Value.** Meeker County 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 the cost or price such that the county 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 the county believes offers the best value to the recipient. The term "Best Value" also means the expected outcome of an acquisition that, in the County's estimation, provides the greatest overall benefit in response to its material requirements. To achieve "Best Value" in the context of acquisitions for AIS watercraft inspection and thermal decontamination services, the evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the County.

1.2.2 Evaluation Factors: The County 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. Exhibit A,

questions related to such factors, may be addressed in a Best Value proposal. This definition is intended neither to limit nor to dictate qualitative measures a recipient may employ, except that those measures must support the purpose listed above.

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

1.4 The County intends to execute a Contract with a Contractor on the basis of the submitted Response to the RFP and/or any other information submitted by the Contractor during the procurement, evaluation, clarification and negotiation processes.

1.5 Subcontracting not allowed

The Contractor is not allowed to subcontract out any services to-be-rendered under this request.

1.6 Accuracy in Reporting Requested Information

Information submitted as part of the Response will be subject to verification. Inaccurate information or information that is misleading will be, at the County's sole discretion, grounds for removal of a Response 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 County will be, in the County's sole discretion, grounds for default.

1.7 Consequence of Submission of Response

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

The submission of a Response to the RFP will constitute a binding representation and warranty by the Contractor that (1) the Contractor has investigated all aspects of the RFP and the Contractor's Response; (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 Response 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 services to be rendered.

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

All submitted Responses to the RFP shall become the exclusive property of the County.

Upon receipt of such Responses, the County is bound by and shall comply with the requirements of the Minnesota Government Data Practices Act with regard to the Responses throughout the submission, evaluation and selection process. Specifically, Minn. Stat. §13.591 governs such data. Portions of a Response that the Contractor considers a Trade Secret should be marked as such. The County, 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).

1.8 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 County. The County will not reimburse any Contractor for any costs or time incurred in the preparation of a proposal.

S-2 SCOPE OF WORK: Provide Level 1 watercraft inspection services for the listed lakes (Scenario A) and contingent upon acquisition of a decontamination unit (Scenario B), Level 1 & 2 services for Lake Minnie Belle. Proposals should include if applicable, provide rates for Scenario A & B. Hours are approximates and will be distributed among selected lakes based on risk models, traffic and seasonal fluctuations. Lakes included in the County Program will comprise the 12-14 launches staffed.

Scenario A:

Est: 5900-6300 Hours of Level 1 Inspections via County
Up to 581 Hours of Level 1 Inspection at Lake Minnie Belle M-Th
Up to 232 Hours of Level 1 Inspections at Little Round Lake

Scenario B:

Est: Up to 5800 Hours of Level 1 Inspections via County
527 Hours of Decon via the county at Lake Minnie Belle
581 Hours of Decon via LMBIA M-Th
Up to 232 Hours of Level 1 Inspections at Little Round Lake

Lakes included in the Meeker County: Lake Washington, Stella, Minnie Belle, Manuella, Ripley, Erie, Francis/Jennie, Clear/Wolf, Big Swan.

Possible border lakes included: Belle, Cedar, Collinwood

The Vendor will be responsible for:

1. Hiring level one inspectors: The vendor 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 coordinate the training and the Contractor is responsible for the hourly rate of pay while the employee is being 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 to the vendor by the county. The Contractor will make sure the inspectors have digital devices suitable for downloading the MNDNR inspection data and that the MNDNR inspection software has been loaded on the device and remains functioning. The contractor will supply to and ensure all inspectors have the tools/ equipment necessary to complete inspections, including but not limited to: official uniforms, signs, paper MNDNR inspection surveys (as backups), mirrors and reach tools, brochures and other literature and other tools/ equipment as needed.
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, issued by the Contractor. The Contractor will issue the inspectors digital devices suitable and that the DNR inspection software is functioning.

3. Vendor shall have all inspectors' complete DNR training necessary for their position at the beginning of the season. The vendor in cooperation with Meeker County shall provide, a mid-season training, and any other trainings as necessary and as determined by the Meeker County or the DNR.
4. Contractor will provide supervisor staff to oversee all Level 1 inspectors. The number of supervisors is left to the discretion of the Contractor. Said supervisors must be 18 years of age or older, must be MNDNR authorized Level 1 inspectors (Scenario A) or Level 2 (Scenario B) and must regularly check on inspectors in the field to coach them on proper inspection protocols and assist with inspections while on site. Said checks are to be at random times and days, and are to occur at a minimum weekly. Supervisors must also respond to violations found by inspectors at accesses.
5. The Contractor will schedule all inspectors and manage the ongoing accessible calendar to ensure coverage according to the schedule agreed upon by contractor and Meeker County's AIS Coordinator.
6. The vendor will provide Meeker County monthly inspection hour summary sheet.
7. The vendor will manage Friday through Sunday with additional week days during Memorial Day, 4th of July, and Labor Day of coverage at assigned lake access point.
8. The vendor will manage the inspection hours on each assigned lake access to not exceed the budgeted hours for that lake access, unless traffic indicates a need and the AIS Coordinator in agreement.
9. Vendor will provide the Meeker County a report of hours covered at each access.
10. Vendor 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. The Vendor will also utilize the violation report forms provided by Meeker County and follow reporting guidelines for violations.
11. The vendor will provide Meeker County a report at the end of the summer summarizing and totaling the hours worked.
12. Vendor will be an independent contractor and take full responsibility for hiring, paying and managing its inspectors. The Contractor will permit the County to provide the Contractor with feedback on inspectors. The County retains the authority to revoke an inspector's authorization as a level 1 or level 2 inspector.

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. Vendor will provide adequate as agreed upon with Meeker County. Supplies include but are not limited to: Vests, Devices, Weed Sticks, Sanitizer etc.
15. Vendor will collect required forms from employees (e.g. W-4) and provide required reports to the government (e.g. W-2).
16. Vendor will pay inspectors an hourly wage with payments made on either a semimonthly, bi-weekly or a monthly basis.
17. Vendor will pay or withhold for FICA, FUTA, State Unemployment, Workers Compensation, and state and federal withholding, as required by law.
18. 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 in the performance of any work or services required or provided in this agreement shall not be considered employees of the County 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 the County.

S-3

BASIS OF PAYMENT

1. Vendor shall 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. The proposer shall account for all hours worked by inspectors at each assigned lake access point. The vendor shall be paid on the basis of inspector hours worked. The hours worked line item in the quote 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 and the DNR.

3. Training Inspectors means the hourly cost of training inspectors. The quantity listed for this line item is an estimate.
4. Inspection Hours means the hourly cost for inspectors working at designated inspection locations. The quantity listed for this line item is an estimate.
5. Meeker County shall make payments on a monthly basis.
6. In the event funds are due, said funds shall be paid in within 15 days of completion of the contract.

S-4 TERM OF CONTRACT

The proposer shall operate the inspection program between the dates of May 8th, 2021 and September 26th 2021

S-5 INSTRUCTION TO PROPOSER

- 1) All quotes must be clearly written in ink or typewritten in the space provided.
- 2) All quotes must be sealed and the quote envelope must bear the name and address of the proposer and the inscription (in the lower left corner of envelope)
of **"PROPOSAL FOR AIS INSPECTION PROGRAM."**
- 4) All proposers must meet the Insurance requirements as outlined in the Contract requirements. Proof of Insurance must accompany the quote.
- 5) The quote envelope shall be addressed to **Meeker County Courthouse**

District ATTN: Ariana Richardson 325 North Sibley Avenue Litchfield, MN 55355

S-6 CONTRACT REQUIREMENTS

Worker's Compensation. Prior to commencement of Contract term, the successful proposer 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 proposer 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 Meeker County.

Insurance

Provider shall not commence work under this agreement until it has obtained, at a minimum and at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the County and shall be maintained by Provider until final completion of the work. a. Workers' Compensation

- 1) State: Minnesota - Statutory
- 2) Employer's Liability with minimum limits of:
 - Bodily Injury by Accident: \$100,000 each accident
 - Bodily Injury by Disease: \$100,000 each employee
 - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: As applicable

In the event Provider is a sole proprietor and has not elected to provide workers' compensation insurance, Provider shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the County before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$3,000,000 Aggregate
- \$3,000,000 Products & Completed Operations Aggregate
- \$1,500,000 Personal Injury & Advertising Injury
- \$1,500,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. Commercial Auto Liability

Automobile Liability should include Hired and Non-Owned, and the County should be named as an additional insured.

Minimum limits of liability shall be:

If split limits: \$1,500,000 each person/\$1,500,000 each occurrence for Bodily Injury

\$1,500,000 each occurrence for Property Damage

If combined single limit: \$1,500,000 per occurrence

d. Proof of Insurance

Insurance certificates evidencing that the above insurance is in force with companies acceptable to County and in the amounts required shall be submitted to County for examination and approval prior to the execution of the agreement, after which they shall be filed with County. **The insurance certificate shall name the County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to County.** Neither County's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends Provider's responsibility to comply with the insurance specifications.

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