

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

Proposal of MEEKER COUNTY
(Name)

325 NORTH SIBLEY AVENUE, LITCHFIELD, MN 55355

(Address)

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

Proposals must be received until **noon** on **January 31st, 2022**. 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:

Per the advertisement of the Meeker County, inviting proposals for the **Aquatic Invasive Species Inspection Programs**, and in conformity with the Specifications pertaining to that:

(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 are read, but that comparison of quotes is 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 account for all work performed under this Contract entirely.

(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	7
S-4 TERM OF CONTRACT	8
S-5 INSTRUCTION TO PROPOSERS	8
S-6 CONTRACT REQUIREMENTS	8

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



Ariana Richardson
AIS Coordinator
Meeker County

Date: 01/07/2022

SPECIAL PROVISIONS

S-1 GENERAL PROVISIONS

1.1 This proposal is solicited to obtain competitive prices for the services of a vendor who will provide watercraft inspections at lake access points according to Minnesota Department of Natural Resources Aquatic Invasive Species ("AIS") inspection training and protocols. Quotes shall be submitted on proposal forms. If an individual owner submits a proposal, said owner shall sign it. If submitted by a corporation, it shall be signed by either the President or the Vice-President and 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. Finally, if submitted by an association, it shall be signed by the owners by which proposals 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 a 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 provides the most significant overall benefit in Response to its material requirements in the County's estimation. 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 essential elements 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 the Best Value proposal. This definition is neither intended to limit nor 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 Vendor. The County may discontinue or terminate such negotiations if, in the sole judgment of the County, progress toward a Contract is unsatisfactory. In its sole judgment, if the

County deems it appropriate to do so, the County may commence negotiations with a different qualified selected Vendor.

1.4 The County intends to execute a contract with a Vendor based on the submitted Response to the RFP and any other information submitted by the Vendor during the procurement, evaluation, clarification, and negotiation processes.

1.5 Subcontracting not allowed

The Vendor cannot subcontract out any services to be rendered under this request.

1.6 Accuracy in Reporting Requested Information

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

1.7 Consequence of Submission of Response

The submission of a Response shall not be deemed an agreement between the Vendor and the County. The Response is a contractual offer by the Vendor to perform services according to 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 Contract that (1) the Vendor has investigated all aspects of the RFP and the Vendor's Response; (2) the Vendor is aware of the pertinent facts pertaining to the RFP process, its procedures and requirements; (3) the Vendor has read and understands the RFP, and has complied with every requirement; (4) Vendor'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 an 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 Vendor 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 Vendor, and the Vendor'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 Minnesota Government Data Practices Act requirements 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 Vendor considers a Trade Secret should be marked as such. In its sole discretion, the County shall make a final determination as to any such date to be classified as nonpublic "Trade Secret" data without deference to the Vendor'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 Vendor and shall not be chargeable in any manner to the County. The County does not reimburse any Vendor for any costs pertaining to the proposal.

S-2 SCOPE OF WORK: Provide Level 1 and 2 Inspectors as described below. Proposals should include any minimum hours requirement. Hours are approximated and distributed among selected lakes based on risk models, traffic, and seasonal fluctuations. Lakes included in the County Program comprise the 11-13 launches staffed.

Scenario :

4800- 5000 Hours of Level 1 Inspections via County

500-600 Hours of Decon via the County at Lake Minnie Belle or Francis N

Up to 600 Hours of Decon via LMBIA M-Th

Up to 240 hours of Level 1 Inspections at Lake Francis S PWA

Maximum Total Hour Estimations

Minnie Belle	500	Lakes included in the Meeker County Seasonal Inspections: Belle, Lake Washington, Stella, Minnie Belle, Manuella, Ripley, Francis
Minnie Belle	600	
Clear	150	
Francis	550	
Washington	600	Lakes with partial coverage: Clear, Jennie, Colinwood
Stella	600	
Manuella	600	Waterfowl/Rover lakes Erie, Greenleaf, Cedar, Star
Ripley W	550	
Ripley E	250	
Belle	450	Washington & Stella alternate coverage provided MN DNR has an L1 inspector on staff. If, as in 2021, this does not occur, we will assist in staffing.
Roving Supervisor	450	
Buffer for roving hours	150	
colinwood	150	
Francis S	240	Due to slow traffic patterns, some lakes may have hours unstaffed during August to be banked for use at the waterfowl opener.
Minnie Belle M-Th L2	720	

The Vendor is responsible for

1. Hiring level one inspectors: The Vendor is responsible for advertising and hiring the inspectors trained according to the DNR training program for watercraft inspections. If the inspector is not already trained, it is the Vendor's responsibility to coordinate the training, and the Vendor is responsible for the hourly rate of pay while the team member is being trained. The inspectors have authorized inspectors per Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors must be DNR authorized Level 1 inspectors. The inspector is at least 16 years of age unless otherwise agreed. The inspector wears official uniforms or vests provided to the Vendor by the County. The Vendor ensures 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 Vendor supplies 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 back-ups), mirrors and reach tools, brochures and other literature, and other tools/ equipment as needed.
2. Hiring level two inspectors. The Vendor is responsible for advertising and hiring the inspectors trained according to the DNR training program for watercraft inspections. If the inspector is not already trained, the Vendor's responsibility is to have them trained. The vendor requests authorization for inspectors in accordance with Minnesota Statutes section 84D.105, subd. 1, subd. 2(a), and (b). The inspectors are DNR authorized Level 2 inspectors. The inspectors must be at least 18 years of age unless otherwise agreed. The inspector wears official uniforms, or vests, issued by the Vendor. The vendor issues the inspector's digital devices suitable and that the DNR inspection software is functioning.
3. The vendor shall have all inspectors complete DNR training necessary for their position at the beginning of the season. In addition, the vendor in cooperation with Meeker County may provide mid-season training and any other pieces of training as necessary and as determined by the Meeker County or the DNR.
4. The vendor provides supervisor staff to oversee all Level 1 inspectors. The number of supervisors is left to the discretion of the Vendor. Said supervisors must be 18 years of age or older, MNDNR authorized Level 1 inspectors (Scenario A) or Level 2 (Scenario B), and 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 occur at a minimum weekly. Supervisors must also respond to violations found by inspectors at accesses.
5. The Vendor schedules all inspectors and manage the ongoing, accessible calendar to ensure coverage according to the schedule agreed upon by Vendor and Meeker County's AIS Coordinator.
6. The vendor provides Meeker County monthly inspection hour summary sheet and weekly updates.
7. The Vendor manages Friday through Sunday with additional weekdays during

Memorial Day, 4th of July, and Labor Day of coverage at the assigned lake access point.

8. The Vendor manages the inspection hours and does not exceed the budgeted hours for the season.
9. The vendor provides Meeker County a report of hours covered at each access.
10. The vendor follows DNR protocol and procedures to record boats entering the lake(s). This data is provided directly to the DNR via a DNR online data entry system. The Vendor also utilizes the violation report forms provided by Meeker County and follows reporting guidelines for violations.
11. The Vendor provides Meeker County a report at the end of the summer summarizing and totaling the hours worked, decontaminations performed, and trends at each inspection site.
12. The vendor is an independent Vendor and takes full responsibility for hiring, paying, and managing its inspectors. The Vendor permits the County to provide the Vendor 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 Inspector's hours are only allowed to be invoiced for hours when the Level 2 Inspector works at the same site as the decontamination unit. The vendor agrees not to double up on Level 2 Inspectors and agrees that only one Level 2 Inspector's hours are invoiced, even when more than one person authorized as a Level 2 Inspector may be on site.
14. The Vendor and Inspectors properly store and care for County-owned equipment, including accessories to the decontamination unit.
15. Vendor audits inspection data to ensure inspectors are performing decontamination required and appropriately following up and filling out the survey in cases of boater refusal.
16. The vendor provides adequate materials to inspectors as agreed upon with Meeker County. Supplies include but are not limited to: Vests, Devices, Weed Sticks, Sanitizer, Mask, etc.
17. The vendor collects required forms from employees (e.g. W-4) and provides required reports to the government (e.g. W-2).
18. The vendor pays inspectors an hourly wage with payments made on either a semi-monthly, bi-weekly or a monthly basis.
19. The vendor pays or withholds FICA, FUTA, State Unemployment, Workers Compensation, and state and federal withholding, as required by law.
20. The vendor expressly understands that it and any person employed by it or working on its behalf is an independent Vendor for purposes of this Contract. Accordingly, all persons employed by Vendor 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. The 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 proposal. These items are not 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 based on 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 traffic needs and AIS inspections provided by the DNR.
3. Training Inspectors means the hourly cost of training inspectors. Therefore, the quantity listed for this line item is an estimate.
4. Inspection Hours mean the hourly cost for inspectors working at designated inspection locations. Therefore, the quantity listed for this line item is an estimate.
5. Meeker County shall make payments monthly.
6. If funds are due, said funds shall be paid 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 7th, 2022 and October 3rd, 2022

S-5 INSTRUCTION TO PROPOSER

- 1) All quotes must be 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 the envelope) of "**PROPOSAL FOR AIS INSPECTION PROGRAM.**"
- 4) All proposers must meet the Insurance requirements outlined in the Contract requirements. In addition, 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 the commencement of the 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 outlined 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 doing 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 sub-vendor to provide worker's compensation insurance, all following statutory requirements. Evidence of sub-vendors 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 the approval of the County and shall be maintained by Provider until the 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 for each accident
 - Bodily Injury by Disease: \$100,000 for 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 agreeing.

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 the amounts required shall be submitted to County for examination and approval before 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 expressly 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 the 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