

Sherburne National Wildlife Refuge

Habitat Management Project

REQUEST FOR QUOTE (RFQ)

Project Type: Public Lands Early Successional Habitat Management

Bids are being considered by the American Bird Conservancy (ABC) for mechanical treatment of up to 215 acres (208 acres delineated) of 1-4" diameter woody brush, red/northern pin oaks less than 4" DBH, and other undesirable trees in the designated project areas on public lands managed by U. S. Fish and Wildlife Service (USFWS) Sherburne National Wildlife Refuge (NWR).

Location (see attached map): Within or adjacent to Section 10 T34 R27W within Sherburne NWR.

Contracted work is targeted for completion between 8/1/2026 – 9/30/2027 and may be completed only under dry or frozen ground conditions approved by the Sherburne NWR and ABC Project Managers. This project may be extended only if extenuating circumstances occur such as extreme weather that prevents the completion of project operations and only at the discretion of the ABC Project Manager.

Project acreage is not guaranteed, and site boundaries may fluctuate or acreage reduced due to a number of factors, including, but not limited to, poor weather resulting in a lack of dry or frozen ground, increased fire hazard risk, prodigious snow depth, downfall or other access limitations, including other unforeseen site-level features, such as blowdowns or slope. Furthermore, this project may be halted or reduced if completed project acres do not meet ABC and Sherburne NWR Project Manager approval.

Preference will be given to prospective contractors who own equipment to complete this project at the time of the bid. Project start date will coincide with full execution of the project contract and work may begin once ABC has received the required documentation outlined below.

Total acreage of designated sites: 208 acres Total acres to be treated: up to 215 acres

Bids will be received until: Monday, August 3rd, 2026 at 4:00pm

Only the bid sheet is required when submitting a bid for this project. The bid sheet is located at the end of this RFQ. Bids must be delivered by mail to:

Attn: Eamonn Thurmond
Rice Lake National Wildlife Refuge
36289 State Hwy 65
McGregor, MN 55760

Contact

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

Address

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

If you would prefer to email a scanned .pdf of your bid or have any questions please contact ABC Public Lands Conservation Forester, Eamonn Thurmond:

Phone: (903) 262-9473

Email: EThurmond@abcbirds.org

The quality of post treatment habitat conditions is of the utmost importance. We encourage prospective bidders to ask questions or request verbal or visual examples of what is expected in the project. Please notify the ABC Project Manager if you would like to complete a site visit.

Pursuant to Minnesota Statutes 177.41 to 177.44 and corresponding Minnesota Rules 5200.1000 to 5200.1120, this contract is subject to the prevailing wages as established by the Minnesota Department of Labor and Industry. Specifically, all contractors and subcontractors must pay all laborers and mechanics the established prevailing wages for work performed under the contract. Failure to comply with the aforementioned may result in civil or criminal penalties. For general prevailing wage information, please visit the Minnesota Department of Labor and Industry website:

- <https://www.dli.mn.gov/business/employment-practices/prevaling-wage-information>
- This project is located in Region Number 5 within the Highway and Heavy Prevailing Wage Protocols for Equipment Codes (300s):
https://workplace.doli.state.mn.us/prevwage/highway_data.php?region=05
 - Most Cutting/Mulching equipment will utilize equipment codes in Group 4 and the prevailing wage rate will be included in the project contract.
 - Contractors shall furnish to ABC copies of any or all payrolls not more than 14 days after the end of each pay period (certified payroll form will be provided).
- For more information, please reference the *'Prevailing Wage Job Classification and Code Guidance for Grant Recipients and Contractors for Restoration, Conservation, and Similar Types of Projects'* provided with this RFQ.

Additional Information:

Existing Stand/Site Conditions:

These sites are a mix of upland brush cover types dominated by scrub red and pin oaks, hazel, sumac and bur oak, as well as mixed tree species, with northern hardwoods being the most common. Brush to be cut is from 1-4" diameter with singly or clumped. Select, interspersed bur oaks (4+ " diameter) marked with pink colored flagging are to be retained. The density and thickness of brush can be highly variable in some areas. Trees are scattered throughout and may be concentrated in portions of the project areas. Most shrub species to be cut have an average diameter no greater than 2-4", though shrub clumps may have a higher aggregate diameter at the base. The project site includes mature forest edges dominated by aspen (most common) or lowland cover types.

Desired Stand/Site Conditions:

Targeted post-treatment habitat conditions include the cutting/thinning of dense brush species and non-flagged trees less than 4" DBH. Individual stems may range up to 4" and may grow in clumps with a higher aggregate diameter. Target residual internal woody structure to be retained is 25-50% as directed by the ABC and Sherburne NWR Project Managers. Retention will depend on a suite of site level factors, including size and shape of the site and the number of trees present in each area. When project areas do not have sufficient tree cover to maintain 10-15 mature trees per



acre (which will be common), well distributed clumps of brush (10-15/acre) will be retained as directed.

Project Managers may also retain larger undisturbed legacy patches (>0.25 acres) within project sites as directed. Whenever possible feathered or soft edges will also be created as a gradual transition to the adjacent forest. Portions of some sites with upland soil characteristics may have higher proportion of mature and sapling trees. More woody structure will be retained in these areas and care will be given to avoid cutting or damaging trees when possible.

Sensitive Features:

Project sites may be located adjacent to wetland soil types. Due to this, all projects will be completed only under frozen or dry ground conditions. The Sherburne NWR Project Manager will determine suitability of soil conditions to begin project operations. Some areas may be sensitive to rutting and avoided, if necessary, at the direction of ABC and Sherburne NWR Project Managers. No storage of equipment or fuel within 150 ft of a wetland.

Project Intent / Justification:

This project is designed to enhance oak savanna habitat with reference to the Redheaded Woodpecker Best Management Practices (BMPs). This project prescription has also been designed to benefit other associated oak savanna forest habitat species including wild turkey and other songbirds. Project sites and adjacent site-level features provide important habitat for nesting, brood rearing, and foraging.

Cutting and Boundary Guidelines

Boundaries:

ABC requires the use of a GPS unit by Contractors so that site boundaries may be uploaded into the unit and contractor progress can be tracked. If the Contractor does not own a suitable GPS unit, one will be provided for them. The Sherburne NWR and ABC Project Managers have final approval on treatment area locations.

Project Operations:

FROZEN OR DRY GROUND ONLY

Cut and masticate 1-4" woody stems as directed. Leave and avoid damaging all trees > 4" DBH or trees marked with pink flagging. The Sherburne NWR or ABC Project Manager will inform the Contractor when sufficient frozen or dry ground conditions have been met to begin project operations.

Slash Management

Contractors are obligated to keep stumps and slash as low to the ground as site conditions allow and must avoid soil disturbance. Slash must be masticated and scattered across the site to the greatest extent possible, though may be piled in some areas. The Sherburne NWR and ABC Project Managers will work with the Contractor to determine if these conditions are being met within suitable limits.



Special Considerations:

1. Preparation of Bids:

- (A) Failure to examine any maps and/or instructions will be at bidder's risk.
- (B) Bids must be filled out on the bid sheet below in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error, and must be initialed in ink by person signing bid.

2. Submission of Bids:

- (A) All bids must be submitted on a per acre basis to complete all activities, terms, and conditions as specified in this RFQ AND the associated project contract.
- (B) Bids must be signed in ink or using an authorized digital signature and provided in a sealed envelope or emailed as a .pdf to the ABC Project Manager. The individual signing the bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. No signatures shall be in pencil. The name of person executing the bid and the organization he/she represents should be typewritten or be legibly printed.

3. Acceptance of Bids:

ABC reserves the right to reject any or all bids. Only bids in sealed envelopes delivered or mailed to the designated location or emailed to the ABC Project Manager prior to the due date will be accepted. ABC is not required to take the lowest bid. Bid consideration will be given to multiple factors including, but not limited to, type and quantity of equipment; number of operators; capacity to repair breakdowns; prospective acres completed per day, the ability of the Contractor to begin work in a timely manner, other work that may prevent timely completion of this project, and previous work history with Sherburne NWR, ABC, and neighboring public agencies or organizations. Preference will be given to Contractors that own their equipment.

4. Required Documents: The Contract shall not be effective until Contractor has provided a copy of their liability insurance to the ABC Project Manager who may require additional documentation described below. All insurance policies shall be in good standing and maintained for the term of the Contract. Contractor will notify ABC as soon as possible of any change in the status of any of these policies. Sherburne NWR and ABC assume no liability for the safety of participants or damage to property. That liability resides solely with the Contractor. Formal award of the contract can only be made upon receipt of signed contract with the following documentation and insurance requirements provided and maintained by the Contractor.

(A) Workers' Compensation Insurance

- ▶ Statutory Compensation Coverage
- ▶ The Contractor must provide Workers' Compensation insurance for all employees, in accordance with the [statutory requirements of the state of Minnesota](#), including Coverage B, Employer's Liability.



(B) Proof of Contractor's General Liability Insurance: The Insurance Certificate must fulfill the requirements of Sherburne NWR and a copy must be provided and coverage approved by the Sherburne NWR Project Manager before project operations can begin.

- ▶ ABC and the USFWS Sherburne NWR and their agencies, officers, and employees and property must be endorsed on the commercial general liability policy as additional insured on a primary, non-contributory basis.
- ▶ Certificate Holder:
 - American Bird Conservancy
PO Box 249
The Plains, VA 20198
- ▶ Before any work commences or payments are made under this Contract, the foregoing requirements must be evidenced by one or more Certificates of Insurance, Additional Insured Endorsement, and any other documentation deemed reasonably necessary by the USFWS to ensure such requirements have been met.

(C) Vehicle Insurance for those vehicles utilized under the terms and conditions of the contract. Passenger vehicle such as car, van, or pickup truck requirement: Minnesota State No-fault. The Contractor must maintain insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned, and hired automobiles throughout the period of performance.

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

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

5. The Contractor shall furnish at its own expense all equipment, labor, tools, transportation, and fuel necessary to perform and complete the Project.
6. The Contractor shall mow, mulch, or cut all trees and brush as directed and as close to ground level as possible, with stems, trunks, and branches left in pieces five to six feet or less, lying flat and scattered evenly across project sites.
7. The Contractor shall complete work as described herein and specified by the Sherburne NWR and/or ABC Project Managers only during daylight hours and only using equipment approved by ABC and Sherburne NWR Project Managers. Contractor must be thoroughly familiar with all existing conditions and limitations pertaining to the work described herein. No additional charge will be allowed because of the contractor's misunderstanding as to the amount of work involved or lack of knowledge of existing conditions.
8. The Contractor shall provide advance notice to Project Managers before initiating work. No Project shall begin on a weekend or holiday unless permission is provided. No work shall be commenced until the Contractor receives a confirmation to proceed from the ABC Project Manager.
9. The Contractor shall attend a pre-start Project orientation meeting at the Project location with the ABC and Sherburne NWR Project Managers.



10. The Contractor shall, at a minimum, maintain weekly contact with Sherburne NWR and/or ABC Project Managers to report progress, problems, and work schedule.
11. ABC reserves the right to halt operations and/or select an alternate contractor for the work described herein if the Contractor is unable to initiate work when conditions are suitable to begin project operations or if the quality of post treatment conditions do not meet the approval of the Sherburne NWR or ABC Project Managers. All work must be approved by the Sherburne NWR and ABC Project Managers before being determined complete and payment is issued.
12. This project is through contract with ABC and the Contractor does not represent ABC or Sherburne NWR while engaged in project activities.
13. Wetland and Cultural Resources: Preserving the integrity of soil and cultural resources is of the highest concern to the Sherburne NWR. As such, ABC and Sherburne NWR reserve the right to suspend all contracted actions if extensive rutting or damage to soil or ecological resources occurs. Furthermore, if evidence of cultural resources (e.g. bones of human or unknown origin, artifacts, structures, etc.) are found, Contractor will immediately cease work and notify the Sherburne NWR and ABC Project Managers. In the interest of preservation, project operations may be halted to avoid damaging cultural and natural resources.
 - (A) Work will be conducted in a manner that will minimize rutting, disturbance, or compaction of soil or sod. Contractor shall cease/suspend all operations if significant rutting or soil disturbance occurs and contact the Sherburne NWR and/or ABC Project Managers before proceeding further.
14. Invasive Species: The Sherburne NWR and ABC require active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The Contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving.
 - (A) The Contractor shall clean equipment and clothing prior to arriving to project sites. If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, or vegetation (including seeds) the Contractor may be required to remove equipment from site until it is deemed free from harmful contaminants and vegetation.
 - (B) Sherburne NWR shall be responsible for identifying the location of any known infestations of terrestrial pests and sharing the information with the Contractor, who shall be responsible for communicating any precautions needed to its staff. Parking and staging areas and travel routes shall not be within known infestations.
 - (C) In order to limit the spread of invasive species into openings, soil disturbance and exposure should be minimized. If the site is known to have invasive species, clean equipment, vehicles, and boots of all plant material and soil prior to leaving the site.
 - (D) If the Contractor discovers additional invasive species infestation areas during the project, the Contractor is to report the newly discovered infestation to the ABC and Sherburne NWR Project Managers.



15. Damage Prevention and Maintenance: Contractor shall exercise reasonable care to prevent undue damage to the forest, roads, and trails and undue risk to public safety. The contractor assumes all liability for persons or property damaged due to project operations or the moving of equipment. The Sherburne NWR or ABC Project Managers shall have authority to temporarily close down all or any part of the Contractor's operations to prevent damage and threats to public safety.
- (A) Forest roads used in connection with this project shall be kept in passable condition for normal use. Because the selected stands to be treated are connected to an existing road/trail system, Contractor will not create any new roads and will confirm project site access routes with the Sherburne NWR or ABC Project Managers.
 - (B) The Contractor shall remove daily all bottles, cans, paper, and other litter from project sites.
 - (C) The Contractor shall not drain or dump grease, hydraulic fluid, oil, fuel, antifreeze, or hazardous material on the public lands property. If a spill or leak occurs, the Contractor is responsible for the cleanup and proper disposal of the spilled material, contaminated materials used to contain or clean-up the spill, and contaminated soil. The Contractor shall notify the Sherburne NWR and ABC Project Managers immediately of any spill of hazardous material.
 - (D) The Contractor is responsible for any and all damage to property that results from project operations described herein. This includes crossing and/or cutting outside of delineated project site boundaries.
 - (E) All equipment must be clean and leak free before work begins.
 - (F) ABC and Sherburne NWR reserve the right to stop project operations due to weather-related conditions that reduce the ability of the contractor to complete quality habitat work or threatens public property or safety.
16. All work is required to adhere to the Scope of Work included in the project RFQ and the Habitat Management Plan (Contract Attachment).
17. When present, Contractor must lock and/or close/lock all gates when entering and exiting Project Areas.
18. Amendments: ABC reserves the right to make changes to the project contract, when mutually agreed to by the Contractor, if the changes are within the general scope of the Contract. The changes to the contract will be made by Contract modification. An approved Contract modification means one approved by the authorized signatories of the Contractor and the ABC as required by law.
19. Contractor is responsible to be aware of and meet all Federal, State, and local laws and ordinances as they relate to the type of work being conducted.
20. Subcontracting or Assignment: The project work described herein may not be assigned or sub-contracted in whole or in part without the prior written consent of ABC.



21. Monitoring: The Sherburne NWR and ABC will conduct regular site visits to monitor the quality and progress of mechanical treatments within Project areas. Project monitoring will be conducted by the Sherburne NWR and ABC Project Managers. Monitoring visits will include observation and assessment of areas completed by the Contractor at the time of the visit to ensure that post treatment conditions are in accordance with contractual requirements. ABC may suspend or terminate Contractor services for noncompliance with the terms of the Contract or if targeted post treatment conditions are not met.



BID

My bid for early successional forest habitat treatments for the project described herein located on public lands managed by the USFWS Sherburne National Wildlife Refuge between 8/1/2026 – 9/30/2026:

\$_____per acre up to 215 acres.

Name of Organization: _____

Print or Type Name: _____

Title of Person Signing the Bid: _____

Description of Machine and Cutting head (Eg. Cat 299 with ecomulcher):

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

Phone: _____ Email (If available): _____

Tax ID# or Social Security #: _____

Street Address: _____

City, State: _____ Zip: _____

Signature:

X: _____ Date: _____

***Failure to provide the above information may result in rejection of the Bid.



