

Request For Bid (RFB)

This is not an order

Bids must be in the inbox no later than

Date 06/21/2024 5:00PM

(Contact for further information)

Isabel Mueller

Email: isabel@glaciallakes.org

Phone: 414-640-7684

Bids must be addressed to:

Isabel Mueller

isabel@glaciallakes.org

Date Re-Issued: June 5, 2024

Description

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for treatment of targeted invasive species within Willow Creek Preserve. Glacial Lakes Conservancy is contracting with a certified pesticide applicator to perform removal, monitoring and follow up treatment of invasive species populations over the next two full growing seasons (2024-2026). Continued monitoring and mapping will be used to determine the treatment success and any follow up actions or alterations to the treatment plan. A total of two growing seasons are included in this project as it is well recognized that successive treatments are necessary to ensure control of invasive plants. The successful contractor will control or remove targeted invasive species populations within Willow Creek Preserve with the goal of eradicating all mature identified populations, and making impactful success on smaller populations over the next two years and re-establishing a native plant community that in turn improves fish and wildlife habitat.

If interested in this project, please submit a bid by May 31st, 2024, 5:00 PM CST Bids received after this time will not be considered. Bids may be emailed to Isabel Mueller, Land Director and Willow Creek Preserve Project Manager, isabel@glaciallakes.org.

Questions: Bidders are encouraged to ask questions for the purpose of clarification or requesting revisions to the bid document. If a vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFB, the vendor should immediately notify the above named individual of such error and request modification or clarification of the RFB document. Questions should be addressed to Isabel Mueller, (isabel@glaciallakes.org, ph: 414-640-7684).

Special Note: The successful bidders will be required to sign a contract. An example contract is included with this bid package. Do not sign this example version as it is for informational purposes only.

TERMS AND CONDITIONS

1.0 SPECIFICATIONS: The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternatives are bid/proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. Glacial Lakes Conservancy shall be the sole judge of equivalency.

2.0 DEVIATIONS AND EXCEPTIONS: Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, and attached to the request. In the absence of such a statement, the bid/proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the bidders/proposers shall be held liable.

4.0 ACCEPTANCE-REJECTION: Glacial Lakes Conservancy reserves the right to accept or reject any or all bids/proposals, to waive any technicality in any bid/proposal submitted, and to accept any part of a bid/proposal as deemed to be in the best interests of Glacial Lakes Conservancy. Bids/ proposals are required to be submitted on or before the date and time specified above, or they will not be reviewed.

5.0 METHOD OF AWARD: Award shall be made to the lowest responsible, responsive bidder unless otherwise specified.

6.0 PAYMENT TERMS AND INVOICING: Glacial Lakes Conservancy normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

7.0 ENTIRE AGREEMENT: These Standard Terms and Conditions shall apply to any contract or order awarded as a result of this request except where special requirements are stated elsewhere in the request; in such cases, the special requirements shall apply. Further, the written contract and/or order with referenced parts and attachments shall constitute the entire agreement and no other terms and conditions in any document, acceptance, or acknowledgment shall be effective or binding unless expressly agreed to in writing by the contracting authority.

8.0 APPLICABLE LAW: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

9.0 ASSIGNMENT: No right or duty in whole or in part of the contractor under this contract may be assigned or delegated without the prior written consent of Glacial Lakes Conservancy.

10.0 NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

11.0 WARRANTY: Unless otherwise specifically stated by the bidder/proposer, equipment purchased as a result of this request shall be warranted against defects by the bidder/proposer for one (1) year from date of receipt. The equipment manufacturer's standard warranty shall apply as a minimum and must be honored by the contractor.

SPECIAL CONDITIONS OF BID

- A. **Contract and Contract Term:** The Contractor will be required to sign the Glacial Lakes Conservancy's contract. The contract period will be for two years (2024-2026) with no renewal option.
- B. **Bidder Qualifications:** Bidder must be currently in the business of providing invasive plant management and herbicide application services. Bidder must detail at least three (3) references which support completion of services comparable to those required for this bid from the last three years. A bidders' failure to supply references which support their firm's

ability to meet the requirements of this bid are grounds for elimination of their bid from further consideration.

- C. **Specifications**: The specifications shown on the attached Technical Specifications and Products document are the minimum acceptable specifications for the services. The requirements as listed in this document will be included in any contract signed as a result of this solicitation. In the case that the contractor desires different treatment methods, these will be proposed to GLC as an alternative.
- D. **Method of Bid**: Bidders must submit their total prices per site as identified on the attached Bid Price Sheet. Bidders must bid on all sites. This is a two year project, but Glacial Lakes Conservancy is asking for one flat price per site over the two year period.
- E. **Method of Award**: GLC will award the entire contract to the lowest responsible bidder. Total cost will be determined by a combination of most of the high priority sites (Sites 1-11) and a selection of the alternate sites (Site 11+). Bidders must place a bid for all sites listed on the bid price sheet, even though many of the sites will not be treated. If the Contractor falls behind schedule, fails to follow specifications or experiences equipment failure Glacial Lakes Conservancy may approach the next low bidder(s) to complete some or all of the remaining work.
- F. **Intent to Award**: Any vendors who respond to this RFB, with a bid, will be notified in writing of the award of the contract(s) as a result of this RFB.

1.0 GENERAL INFORMATION

1.1 Introduction and background

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a bid for treatment of targeted invasive species within Willow Creek Preserve. Glacial Lakes Conservancy intends to use the results of this solicitation to award a contract for invasive species removal and treatment activities within the Preserves boundaries.

Glacial Lakes Conservancy (GLC) is a private, non-profit (501)(c)3 conservation organization with a mission of permanently preserving and protecting land and water resources for future generations. GLC is committed to land protection through private landowner conservation, stewardship of its preserves and easements, advocacy, and community leadership. GLCs conservation work is made possible through the generosity of its members, donors, and volunteers. GLC has permanently preserved approximately 2,100 acres of land across 29 conservation easements and 5 GLC-owned properties.

Willow Creek Preserve is a 143 acre undeveloped natural area located just south of Erie Avenue and west of Taylor Drive in the City of Sheboygan. The Preserve was acquired by GLC in 2018 for the purpose of habitat preservation and fish and wildlife

conservation. This purchase was made with funds provided as part of a National Resource Damage Assessment (NRDA) settlement to compensate the public for damage to natural resources from the release of hazardous substances into the Sheboygan River and Harbor site. Formerly, this property had been a family-owned dairy farm (Schuchardt Farm).

The Preserve comprises diverse habitats including upland forest, hardwood swamp, sedge meadow, wet meadow, shallow marshes, forested hillside seeps, shrub-carr, fallow agricultural fields, riparian corridor, and Sheboygan River frontage. It includes the most downstream portions of Willow Creek including its confluence with the Sheboygan River. A remnant oxbow of the Sheboygan River wraps around the northern and eastern base of the steep slopes surrounding the Preserve. A small tributary to Willow Creek flows within the former oxbow that wraps around the preserve.

Many of the restoration activities on site are contingent on the control of targeted invasive species populations within the Preserve. The purpose of the Targeted Invasive Species Control project is to control or eradicate pioneer colonies of invasive plant species and those that pose the greatest threat to restoration activities. These include Japanese Knotweed (*Polygonum cuspidatum*), Giant Reed Grass (*Phragmites australis*), Garlic Mustard (*Alliaria petiolata*), Honeysuckle (*Lonicera japonica*) and Buckthorn (*Rhamnus spp.*), to name a few. The causes of habitat impairment within the Preserve that are addressed by this project include invasion by non-native plants and disturbance by erosion or displacement of native plant communities. The goal of the project is to restore a diverse native plant community in the targeted areas that will provide habitat to a range of fish and wildlife species and allow for native revegetation. Phragmites outcompetes native vegetation, alters the water regime through increased evaporation and trapping of sediments, and results in loss of food and shelter for wildlife. Japanese knotweed inhabits banks and shorelines, creating an impenetrable wall of vegetation, reducing plant diversity, and leaving banks vulnerable to erosion during the winter months when it dies back. Garlic mustard, buckthorn and honeysuckle have primarily invaded the 143 acre property. The first phase of this project was completed in 2018, under SEWISC programming. During that field season a section of monoculture buckthorn was cut and treated near the trailhead in addition to minor downstream wetland phragmites treatment.

1.2 Scope of the project

From this RFB a contractor will be hired to implement the second phase of the project, invasive species removal at a larger scale. Using the report and the

subsequent prioritization of sites identified, Glacial Lakes Conservancy is contracting a certified pesticide applicator to perform removal, monitoring and follow up treatment of invasive species populations over the next two growing seasons (2024-2026). The successful contractor will control or remove targeted invasive species populations within Willow Creek Preserve with the goal of eradicating identified populations and re-establishing a native plant community that in turn assists in the restoration of the Preserve

1.2.2 Treatment Sites

The bidder will provide prices for the high-mid priority sites (approx. 50 acres) listed in *Exhibit C* Invasive Species Site Priority List and prices for the alternate low priority sites. Glacial Lakes Conservancy intends to treat the priority sites, along with others using discretion to the availability of funding. The list also contains information on area, adjacent sites, and some co-occurring species noted during the inventory.

1.2.3 Invasive Species Removal

Invasive species removal should be performed at the priority sites listed in the attachment Invasive Species Site Priority List (*Exhibit C*) according to the methods outlined in *Exhibit A*. The contractor may use different chemical or mechanical management techniques if they desire, but the contractor must include the specifications and justifications as to why these techniques are preferable for the success of the project to those listed in Exhibit A and related materials followed by GLC approval prior to carrying out treatment actions. Any herbicide used should follow product label instructions. Removal will be performed according to the project schedule and documented. The contractor is responsible for maintaining accurate records and completing work on time. GLC must be notified of deviations from the project schedule due to weather or other unforeseen circumstances and additionally approve of the updated schedule. GLC may terminate the contract with the successful contractor if work is routinely not being performed according to the project schedule.

At the time of removal and between treatments, the contractor will monitor the success of treatments by documenting the percent cover of native and invasive species present at the site. Each site should be monitored no less than 2 times from March to November each year. Adaptive management based on the monitoring results will be used to ensure the success of the project.

Any other invasive species co-occurring with target species at a removal site should also be removed, with exception to reed canary, black locust, and cattail. Invasive species are defined as those plant species listed in NR40. The performance standard for completion of this project is presence of less than 25% of invasive phragmites at

any given treatment site, and under 10% of buckthorn, garlic mustard and japanese knotweed.

A substantial number of sites will require stabilization and/or re-seeding as part of the invasive species removal. Sites with slopes over 25%, areas where invasive species abundance is 75% or greater or other treatment areas susceptible to erosion or re-establishment by invasive or non-native species should be stabilized and/or re-seeded. Stabilization and re-seeding should be done according to generally accepted professional practices and standards. A restoration plan for these sites, informed by the seed list provided in *Exhibit A* will be provided to GLC for approval before implementing invasive species removal.

The contractor will provide all herbicides, equipment and supplies necessary for invasive species control and should include these costs in their bid. Herbicide and surfactant containers should be disposed of properly as directed by their product label. Invasive species removed from any site should be disposed of in a manner that complies with NR40.

1.2.4 Project Management, Communication and Deliverables

The project manager will have regularly scheduled monthly meetings or conference calls with the contractor from March through October. The contractor will submit project deliverables of annual work plans, progress reports and invoices to the Project Manager. The contractor will also interact with the Willow Creek Preserve Project Management Team.

The contractor will initially provide maps documenting polygons of work, where they differ from proposed estimates given in 2022 mapping following protocol listed within *Exhibit A*. Additionally, the contractor will provide a schedule for invasive species removal activities and monitoring of populations at treatment sites with their annual work plan. It is understood that based on monitoring that the proposed removal activities may change during the season and from year to year. Removal and management activities should be coordinated with the project manager. The contractor will document invasive species control and removal activities implemented in work logs and report them to the GLC in writing within 8 business days of the activity. Work logs must be maintained and submitted that include the following information: project site, GPS coordinates, dates of management, species targeted, control method used, type and amount of herbicide and surfactant used, approximate area treated each day and any additional notes. Monitoring results must also be submitted to the project manager within 8 business days of the visit with logs that document the following: project site, GPS coordinates, date of visit, species present and percent cover at treatment site, area covered by the population and representative photos of the site.

The contractor will work with Glacial Lakes Conservancy to obtain any NR107 or NR109 permits needed for the project. The contractor will additionally complete permits and reporting for APM. The contractor will not be responsible for permit fees.

1.2.5 Contractor Requirements

The contractor must be a certified and licensed commercial pesticide applicator in the aquatic & mosquito category and demonstrate previous experience in invasive species management for the purpose of habitat restoration. The contractor must also possess a valid Wisconsin Pest Control Pollutant Discharge Permit for Aquatic Plants, Algae and Bacteria (Permit No. WI-0064556-1) or procure one before the contract is executed. References for at least three previous projects need to be provided. Copies of pesticide applicators licenses need to be provided to the project manager prior to treatment activities. The contractor may also be asked to provide proof of insurance.

1.2.6 Project Payment

This is a two year project, but Glacial Lakes Conservancy is asking for one flat price per site over the two year period. GLC will pay monthly for site work based upon a not to exceed annual flat rate with the percentage of 60% the first year, 40% the second year. For example if a bidder bids \$1,000 for a site they will receive \$600 for the first year and \$400 for the second year for work completed within the treatment area. GLC will pay on a monthly basis for site work based upon this flat rate, as displayed within each invoice. Site work must not exceed prices bid for the entire two year project. Additionally, all warranty standards must be met regarding percent cover and report tracking throughout the project.

1.2.7 Additional Project Information

The following information is being included to assist you in putting together bid documents and pricing.

Attachments

- Exhibit A. Targeted Invasive Species Treatment Plan
- Exhibit B. Treatment Timetables
- Exhibit C. Invasive Species Site Priority List
- Exhibit D. Willow Creek Preserve Land Management Plan & Appendices

Maps

- Topographic
- Management Areas
- Invasives

2.0 PROJECT REQUIREMENTS

The contractor selected for this project will provide details of their approach to meet the Project Scope in Section 1.2 and deliverables listed in Section 2.1 below. The plan the contractor will provide should include a proposed overall task list and timeline for the project along with the 2024 work plan and schedule to meet the project objectives and deliverables by October 29th, 2026.

Prior to September 17th, 2026, the contractor may submit a draft final report for GLC comments and review. Submission of this draft report is not mandatory, but may assist the contractor to submit a satisfactory final report. The final report must be submitted to the GLC project manager by October 29th, 2026. Regularly scheduled monthly meetings or conference calls with the project manager will facilitate feedback on drafts to ensure the needs are met through the contract.

2.1 Deliverables

- 2.1.1 Permitting - The contractor will obtain any NR107 or NR109 permits needed for the project, GLC will cover expenses for permitting.
- 2.1.2 Work Plans & Project Schedules - The contractor will provide work plans and schedules on an annual basis from 2024-2026.
- 2.1.3 Invasive Species Removal – Invasive Species removal meets the performance standard of presence of less than 25% cover of phragmites, and less than 10% of buckthorn, garlic mustard, and japanese knotweed. Invasive species are defined as those plant species listed in NR40. Therefore any invasive species co-occurring with target species at a removal site should also be removed. Sites shall be well vegetated in preferred seed mix provided within the attachments and not susceptible to erosion.
- 2.1.5 Work Logs - The contractor will document invasive species control and removal activities implemented in work logs and report them to the project manager in writing within 8 business days of the activity. Work logs must be maintained and submitted that include the following information: project site, GPS coordinates, dates of management, species targeted, control method used, type and amount of herbicide and surfactant used, approximate area treated each day and any additional notes.
- 2.1.6 Invasive Species Monitoring - At the time of removal and between treatments, the contractor will monitor the success of treatments by documenting the percent cover of native and invasive species present at the site. Each site should be monitored no less than 2 times from March to November each year.

- 2.1.7 Monitoring Logs - Monitoring logs results must also be submitted to GLC within 8 business days of the visit with logs that document the following: project site, GPS coordinates, date of visit, species present and percent cover at treatment site, area covered by the population and representative photos of the site. The contractor will work with GLC to obtain any NR107 or NR190 permits needed for the project. The contractor will not be responsible for permit fees.
- 2.1.8 Progress Reports - Progress reports detailing work completed must be submitted each invoice. Work accomplished during the reporting period, corrective actions/adaptive management (if any)/changes needed, percent of SOS complete.
- 2.1.9 Project Communication - The project manager will have regularly scheduled monthly meetings or conference calls with the contractor from March through October.
- 2.1.10 Final Report - Summarize the nature and extent of project, work performed, project success towards the goals; electronic copies of GIS files, photos, mapping, etc. Summarize what was done and the data collected on project success. Electronic copies of all documents and maps should be included with the final report if they have not previously been submitted as they are required as conditions of the funding..

3.0 Bid Submission Format

Please provide the following additional information.

1. Bidder's performance history and ability to deliver proposed services in a timely manner.
2. Bidder's ability to provide and deliver qualified personnel having the knowledge and skills required to effectively and efficiently execute proposed services.
3. Overall cost effectiveness of the proposal.
4. How well the project approach and proposed scope of services within the proposal will meet the project goals, tasks and deliverables will be evaluated. Proposed methods used to accomplish the work and Bidder's adequacy to provide the minimum data needed to make decisions will also be evaluated.
5. Proof of contractors compliance and or documented previous violations of NR40, NR107 and NR109

PROPOSAL SUBMISSION FORMAT

The following is a list of information that the Bidder should include in their proposal submission:

Mandatory requirements

- 3.1. The contractor must be a certified and licensed commercial pesticide applicator in the aquatic & mosquito category. PLEASE PROVIDE: Contractor must supply copies of the pesticide applicators license that meets this requirement.
- 3.2 The contractor must also possess a valid Wisconsin Pest Control Pollutant Discharge Permit for Aquatic Plants, Algae and Bacteria (Permit No. WI-0064556-1) or procure one before the contract is executed. PLEASE PROVIDE: Contractor must supply a copy of the permit or evidence that a permit application has been submitted.
- 3.2 The contractor must have previous experience in invasive species management for the purpose of habitat restoration.

Transmittal Information

1. Bidder's Name(s)
2. Bidder's Address
3. Bidder's Contact Information (and preferred method of communication)
4. Contact Person

Project Approach and Proposed Scope of Services

1. Provide contractors timeline and objectives
2. Summary of timeline and work to be completed including proposed methods, staffing and deliverables

Project Team and Qualifications

1. Location of the Consultant's office
2. Description of the Consultant's qualifications and relevant or related experience.
3. Examples of three (3) recent projects (conducted in the last six (3) years) that the Consultant has completed and the timeframe in which it was completed. Provide a description of the size and cost of the project, work performed and methods used on the project, and the results. Identify which projects were accomplished by personnel currently on Consultant's staff.
4. Provide references for at least three (3) of these projects of similar size and scope and include the timeframe in which the projects were completed.
5. A description of your familiarity with the geography and natural resources of the project area.

Cost Proposal Summary and Breakdown

1. Provide a not-to-exceed breakdown including any and all expected costs or expenses related to the proposed project. Using the Bid Price Sheet as a summary of these costs.
2. Summary and explanation of any other contributing expenses to the total cost.

Bid Price Sheet for WCP Invasives Project

Glacial Lakes Conservancy will award the entire contract to the lowest responsible bidder. Total cost will be determined by a combination of most of the high priority sites (Sites #1-11) and a selection of the alternate sites (Site# 11+). You must place a bid for all sites listed on the bid price sheet, even though it is anticipated that many of the sites will not be treated.

Priority Rank	Dominant Species	Site	2 year project cost		Priority Rank	Dominant Species	Site	2 year project cost
1	B1	MA15	\$		12	B1,P1	MA16	\$
2	B1	MA19	\$		13	B1,P1, G1	MA24	\$
3	B1,H, G1	MA26	\$		14	H1	MA20	\$
4	B1,P1	MA6	\$		15	H1	MA22	\$
5	B1	MA17	\$		16	B1,H1	MA27	\$
6	B1,H1	MA1	\$					
7	B1,H1, J1	MA2	\$					
8	P1,H1	MA3	\$					
9	B1,H1	MA4	\$					
10	H1	MA7	\$					
11	P1	MA5	\$					

Bid Checklist

- Pesticide applicator licenses
- Bidder transmittal information
- Scope of services
- Project team qualifications
- Cost Summary & summarized Bid Price Sheet

Example Agreement

THIS CONTRACT is entered into by and between Glacial Lakes Conservancy (GLC) and _____ (Contractor) for the purpose of providing Invasive Species Control Services at Willow Creek Preserve as detailed in the Request for Bid.

FOR AND IN CONSIDERATION of the terms and conditions contained in this contract, the above named parties agree:

1. **PERIOD OF AGREEMENT.** This contract shall commence upon its signing by both parties and continue until October 29th, 2026, during which period all performance as described in this contract shall be fully completed to the satisfaction of GLC. This contract may not be extended.
2. **CANCELLATION.** GLC reserves the right to cancel this contract in whole or in part, without penalty, due to non appropriation of funds or for failure of the Contractor to comply with terms, conditions, or specifications of this contract.

This agreement may be terminated in whole, or in part, in writing by GLC in the event of substantial failure of the Contractor to fulfill its obligation under this agreement, as determined and judged by GLC. If termination is effected by GLC, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs occasioned to GLC by reason of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for deliverables completed prior to the termination. Upon receipt of a termination, the Contractor shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all sub-contracts to the extent that they relate to the performance of work terminated by GLC, and (3) deliver or otherwise make available to GLC, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this agreement, whether completed or in process. The rights and remedies of GLC and the Contractor provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

3. **ENTIRE CONTRACT; AMENDMENTS.** This contract, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this contract are hereby superseded. Any contractual revisions including cost adjustments and time extensions must be made by a written amendment to this contract signed by both parties prior to the ending date of this contract.
4. **ASSIGNMENT.** Neither this contract nor any right or duty in whole or in part by the Contractor under this contract may be assigned, delegated or subcontracted without the written consent of GLC. If upon the written consent of GLC this contract or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this contract and be bound by the terms and conditions of this contract. Assignments in whole or in part of this contract does not absolve the Contractor of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK OR PRODUCTS.** The Contractor agrees to provide Invasive Species Control Services as described in the Request for Bid Document.

6. PAYMENT. The Contractor, for providing performance satisfactory to GLC, shall receive the following consideration:

Appropriate deliverables must be submitted before payment for work completed at individual sites will be paid. This is a two year project, but GLC is asking for one flat price per site over the two year period. GLC will pay monthly for site work based upon a not to exceed annual flat rate with the percentage of 60% the first year, 40% the second year. For example if a bidder bids \$1,000 for a site they will receive \$600 for the first year and \$400 for the second year for work completed within the treatment area.

Billings by the Contractor shall be submitted to GLC's contact person Jennifer Rutten.

7. RECORDS, ACCESS. The Contractor shall, for a period of three (3) years after completion and acceptance by GLC, maintain books, records, documents and other evidence directly pertinent to performance on work under this contract in accordance with generally accepted accounting principles and practices. The Contractor shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this contract and a copy of the cost summary submitted to GLC. GLC, its agents and its Board of Directors shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
8. INDEPENDENT CONTRACTOR. The Contractor is an Independent Contractor for all purposes, not an employee or agent of GLC.
9. INDEMNIFICATION. The Contractor agrees to save, keep harmless, defend and indemnify GLC and all of its employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract or omissions of Contractor's employees, agents or representatives.
10. INSURANCE RESPONSIBILITY. The Contractor performing services for GLC shall:
 - a. Maintain worker's compensation insurance for all employees engaged in the work.
 - b. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - c. Provide an insurance certificate indicating this coverage, counter -signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to issuance of the purchase order or before commencement of the contract.
 - d. GLC reserves the right to require higher limits where warranted.

11. APPLICABLE LAW. This contract shall be governed by the laws of the State of Wisconsin. The Contractor shall at all times comply with all federal, state and local laws, ordinances and regulations in effect during the period of this contract.
12. PAYMENT TERMS AND INVOICING. Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
- a. The date specified on a properly completed invoice for the amount specified in the order or contract, or
 - b. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or contract or within thirty (30) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or contract, whichever is later if GLC does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.

Glacial Lakes Conservancy, Inc.

Date _____

by: _____

Title: _____

Contractor

Date _____

by: _____ Draft copy do not sign _____

Title: _____