**CITY OF SILVER BAY**

**BUNDLED FIREWOOD PROVIDER PROPOSAL**



7 DAVIS DRIVE

SILVER BAY, MN 55614

(218) 226-4408

**Proposals are due March 18, 2020 by 4:00pm. Please return sealed proposal to City of Silver Bay, Attention: City Administrator, 7 Davis Drive, Silver Bay, MN 55614**

**FOR DEPARTMENT USE ONLY**

**DATE RECEIVED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**RECEIVED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**CAMPGROUND VENDOR SERVICE PROPOSALS**

The City is seeking proposals for vendors to provide delivery and unloading of bundled firewood per the specifications listed below. This proposal is to establish a bid price for the 2020 camping season. The total amount purchased per year is to be determined. Do not add sales tax to your bid price.

A sample contract has been included in this packet. The sample contract may be amended at time of contract signing and as agreed upon by both parties.

Product and services to be provided are included in this packet.

**PROPOSAL PACKET MUST INCLUDE THE FOLLOWING:**

1. Completed and signed Proposal Form (included in this packet).
2. Copy of Insurance listing the City as an Additional Insured.
3. Five references.
4. Summary of experience relating to firewood bundling products and services.

**Proposals are due by March 18, 2020 by 4:00pm. Please return sealed proposal to City Hall, Attention City Administrator, 7 Davis Drive, Silver Bay, MN 55614.**

The City of Silver Bay reserves the right to reject any and all proposals, and to waive any irregularities in such proposal and to award in the best interest of the City. The City also reserves the right to reject any delivered wood in the event that any of the specifications are not met.

Proposal will be for the 2020 camping season (May 15th – October 15th) with first delivery expected one week prior to opening or a date determined by the Park and Recreation Director.

The services to be provided by the Vendor are as follows:

* 1. Bundle Criteria:
     1. Firewood must be approximately 16” long and approximately 9” wide if in block bundles or approximately 13” if in round bundles.
     2. Bundles must be uniform in size, securely wrapped and tied twice with heavy-duty rot resistant nylon twine, plastic strap, or contained in mesh bag.
     3. Bundles must be individually labeled in accordance to the MN labeling laws (MN Stat., Ch. 239, Weights and Measures).

<https://www.mda.state.mn.us/plants-insects/important-information-those-who-buy-sell-firewood>

* 1. Wood Species:
     1. It must contain NO ash species unless it is MDA certified firewood.
     2. The firewood must originate in Minnesota and come from a distance of < 50 miles between the location where the firewood originated and the Black Beach Campground, unless it is MDA certified firewood.
     3. Bundles must consist of a minimum of 50% hardwood species (birch, maple, oak).
     4. Wood must be sound with no more than 20% bark by volume.
     5. All wood must be aged or reasonably cured with no greenwood, and in a dry non-rotting condition.
     6. Wood over 5” in diameter must be split at least once to enable drying.
  2. Delivery Specifications:
     1. The Parks and Recreation Director or Campground Host will determine quantity needs, frequency, and delivery times.
     2. All wood shall be delivered to the Black Beach Campground located at 200 W. Lakeview Drive, Silver Bay, MN, or a site nearby, and shall be unloaded in the designated area.
     3. Any wood deliveries not meeting the specifications listed will be rejected.
  3. Vendor shall submit delivery slips upon delivery.

**PROPOSAL FORM**

**BLACK BEACH CAMPGROUND BUNDLED FIREWOOD VENDOR**

Bundle Charge (including delivery and unloading each bundle of firewood): $

Payment Terms: Days

Lead Time Terms: Days

Other Charges (please explain)

Other Comments or Clarifications to your Proposal:

Certificate of Insurance Included: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_No

**REFERENCES:**

1. Business Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Summary of Experience Included: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_YES \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_No

BUSINESS NAME FED TAX ID #

MAILING ADDRESS MN TAX ID #

CITY, STATE ZIP CODE PHONE NUMBER

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ EMAIL

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

**CONTRACT FOR BUNDLED FIREWOOD PROVIDER**

**CITY OF SILVER BAY**

**DRAFT SAMPLE – SUBJECT TO CHANGE**

THIS AGREEMENT is made and entered into by and between the City of Silver Bay, State of Minnesota, hereinafter called the “City of Silver Bay” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter called the "Vendor."

WHEREAS, the "City of Silver Bay" desires to purchase the services of "Vendor" to provide campground bundled firewood to the Silver Bay Black Beach Campground; and

WHEREAS, the “Vendor” has the qualifications, expertise, and ability to provide bundled firewood to the Silver Bay Black Beach Campground; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the "City of Silver Bay" and the "Vendor" agrees as follows:

1) Term and Cost of the Agreement

The "Vendor" agrees to provide bundled firewood products and services for the 2020 camping season (estimated for May 15th – October 15th) in the amount of $ per bundle, delivered and unloaded in designated area;

2) Products and Services to be Provided

For the delivery and unloading of firewood, it must be approximately 16” long and approximately 9” wide if in block bundles or approximately 13” if in round bundles. Bundles must be uniform in size, securely wrapped and tied twice with heavy-duty, rot resistant nylon twine, plastic strap, or contained in mesh bags. Bundles must be individually labeled in accordance to the Minnesota labeling laws (MN Stat., Ch. 239).

All wood must originate from the State of Minnesota, come from a location less than 50 miles between the Silver Bay Black Beach Campground and the location where the firewood originated, and contain no ash species unless it is MDA certified firewood. Bundles must consist of a minimum of 50% hardwood species (birch, maple, oak) and must be sound with less than 20% bark by volume. All wood must be reasonably cured and in dry, non-rotting condition. Wood must be split at least once to facilitate drying if it is over 5” in diameter. Bundles will not be accepted if they are green, unsound, undersized or otherwise not meeting the desirable specifications.

All wood shall be delivered to the Silver Bay Black Beach Campground located at 200 W. Lakeview Drive, Silver Bay, MN, or nearby location, and shall be unloaded in the designated area. The Parks and Recreation Director or Camp Host will determine quantity needs, frequency, and time of delivery. Any wood deliveries not meeting any of the specifications listed will be rejected.

3) Payment for Services

Payment for products and services shall be made directly to the "Vendor" upon the presentation of a claim in the manner provided by law for payment of claims against the "City of Silver Bay."

4) Independent Vendor

Nothing contained in this agreement is intended or should be construed as creating the relationship of employer-employee, co-partners, or joint ventures. No tenure or any rights of benefits, including Workers' Compensation, Unemployment Insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to City employees, shall accrue to the Vendor or employees of the Vendor performing services under this agreement. The Vendor is responsible for filing own tax withholdings and does not hold the City responsible for filing of any withholdings.

5) Indemnification and Insurance

The "Vendor" agrees it will defend, indemnify and hold harmless the "City of Silver Bay", its officers and employees against any and all liability, loss, costs, damages and expenses which the "City of Silver Bay", its officers or employees may hereafter sustain, incur, or be required to pay arising out of the "Vendor’s" performance or failure to adequately perform its obligations pursuant to this contract.

In the event the "Vendor" employs other persons to perform the duties provided herein, the "Vendor" shall provide its own Workers' Compensation insurance.

6) Data Practices

All data collected, created, received, maintained or disseminated for any purposes by the activities of "Vendor" because of this contract is governed by the Minnesota Government Data Practice Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

7) Records--Availability and Retention

Pursuant to Minn. Stat. 16B.06, subd. 4, the "Vendor" agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the "Vendor" and involve transactions relating to this Agreement.

"Vendor" agrees to maintain these records for a period of three years from the date of termination of this Agreement.

8) Merger and Modification

1. It is understood and agreed that the entire Agreement between the parties is contained here and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.
2. Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

9) Default and Cancellation

1. If the "Vendor" fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute default.

Unless the "Vendor’s" default is excused, the "City of Silver Bay" may, upon written notice, immediately cancel this Agreement in its entirety.

1. This Agreement may be canceled with or without cause by either party upon thirty (30) days' written notice.

10) Subcontracting and Assignment

"Vendor" shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of the "City of Silver Bay" andappropriate department head and subject to such conditions and provisions as the "City of Silver Bay" deems necessary. The "Vendor" shall be responsible for the performance of all subcontractors.

11) Nondiscrimination

During the performance of this Agreement, the "Vendor" agrees to the following: No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination.

Made and entered into this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_.

CITY OF SILVER BAY by

Mayor

by

City Administrator

VENDOR by

Owner/Operator