



SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION

2241 – 221st Ave
Cedar, MN 55011

Request for Proposals For SRWMO Watershed Management Plan Update

This Request for Proposals, herein known as the RFP, is offered by the SUNRISE RIVER WATERSHED MANAGEMENT ORGANIZATION, hereinafter referred to as the SRWMO, for preparation of their 4th Generation Watershed Management Plan.

Introduction

The SRWMO has the objective of properly and efficiently managing natural and water resources for the long term good. The SRWMO's current Watershed Management Plan expires December 31, 2019. The SRWMO is seeking a PARTNER, herein referred to as the PARTNER, to facilitate watershed management planning, hereinafter referred to as the WORK PLAN. The WORK PLAN includes providing facilitating a SRWMO board planning process, stakeholder outreach and input collection, plan writing, and ensuring MN Rules 8410 and MN Statutes 103B.231 are met. The timeline for work is 2018-2019.

Submission

All Applicants who wish to respond to his RFP must do so **by 4:30pm on Tuesday February 27, 2018** to be considered at the March 1, 2018 SRWMO board meeting. All responses should be in writing, signed, converted to pdf format and transmitted by email to:

Dan Babineau, Chair danb@microconsulting.com and
and Gail Gessner, Recording Secretary recordwmo@gmail.com

Questions may be directed to danb@microconsulting.com.

This RFP is not an implied offer to do business. The SRWMO reserves the right to accept any response, or portion thereof, or to accept none of the responses. The SRWMO may cancel this RFP at any time.

Applicants shall honor the fees in their RFP response for 90 days after the submission deadline.

Award of Contract

Responses will be reviewed at the SRWMO Board. The board may choose to select firms for interviews. Upon acceptance of a Proposal, or portion thereof, the SRWMO intends to execute a contract with the PARTNER.

The following will be mutually stipulated and agreed upon by the SRWMO and Partner by contract unless mutually acceptable modifications are made prior to execution:

1 Purpose

The parties agree that they have joined together for the purpose of implementing the 2018 SRWMO Work Plan, which is attached hereto and incorporated herein by reference.

2 Term

2.1 **Effective date:** The date of contract execution by all parties.

2.1.1 **Expiration date:** Completion of work.

2.2 **Early termination.** Either party may terminate this agreement or portion thereof at any time with 30 days written notice, or shorter time if mutually agreed. Both parties are responsible for their duties through the date of termination.

2.3 **Survival of terms.** The following clauses survive the expiration or cancellation of this agreement: liability, disposition of work products, employees.

3 SRWMO Duties

The SRWMO is responsible to:

3.1 Compensate the PARTNER per this agreement. Compensation to the PARTNER will be limited to the amount specified in this agreement.

3.2 In order to maintain the efficiency of completing the WORK PLAN the SRWMO is committed to the items listed below and understands that failure to comply with these items may result in fee increases or delays that are not the responsibility of the PARTNER.

3.2.1 All SRWMO board members will have email accounts and expect that email will be a primary means of communication outside of meetings.

3.2.2 SRWMO board members are the primary liaisons to their member communities are responsible for ensuring city councils and town boards are regularly updated.

3.2.3 SRWMO board members will ensure a quorum is present if needed at planning meetings. If a quorum will not be present, such meetings will be cancelled with 3 days notice.

3.2.4 SRWMO board members will review materials distributed by the PARTNER in advance of planning meetings and be prepared for discussion.

3.2.5 The SRWMO understands that MN Rules 8410, as enforced by MN Board of Water and Soil Resources (BWSR) staff, sets expectations for a WMO plan that the State will approve. While the SRWMO cannot include everything that BWSR or stakeholders wish to see in its watershed plan due to budgetary and staffing constraints, it understands that the final plan must be prioritized, targeted, have measurable goals and activities that are realistically expected to reach those goals.

4 PARTNER Duties

The PARTNER is responsible to:

4.1 Carry out the tasks outlined in the WORK PLAN, including advising the SRMWO on content and procedures needed to meet the requirements of MN Rules 8410 and MN Statutes 103B.231.

4.2 Maintain detailed accounting of all financial transactions and in-kind contributions.

5 Disbursement of Funds

5.1 Invoicing by the PARTNER will be no less than 5 business days in advance of planned SRWMO Board meetings, at which time payments will be considered.

5.2 Invoices must be itemized per work task and include a summary of progress.

5.3 This will be a lump sum contract. Expenses for each task may vary from the quoted or contacted amount, however the total compensation must not exceed the agreed upon total amount.

6 Purchases

Any equipment purchased pursuant to this agreement will become the property of the entity which issues payment for that equipment.

7 Equipment

Equipment necessary to perform the tasks in this agreement shall be provided by PARTNER, unless specified otherwise in this agreement.

8 Liability

8.1 In the performance of this agreement the PARTNER and SRWMO mutually agree to indemnify and hold harmless each other from any claims, losses, costs, expenses or damages resulting from the acts or omissions of the respective officers, agents, or employees relating to activities conducted by either party under this Agreement. Nothing herein shall be deemed a waiver by either party of the limitations on liability set forth in Minnesota Statutes, Chapter 466; and neither party shall be required to indemnify the other for any claims in excess of the limitations set forth in Minnesota Statutes, Chapter 466, less any amounts the indemnifying party is required to pay on behalf of itself, its officers, agents, and employees for damages arising out of the same occurrence.

8.2 PARTNER shall maintain compliance with Minn. Stat 176.181, subd. 2, pertaining to worker's compensation insurance coverage. PARTNER(S) employees will not be considered SRWMO employees. Any claims that arise under the Minnesota Worker's Compensation Act on behalf of these employees are in no way the SRWMO's obligation or responsibility.

9 Disposition of Work Products

9.1 At the time of completion or termination of the work, the PARTNER shall make available to the SRWMO all maps, tracings, reports, resource materials and other documents pertaining to the work or to the PROJECT. Any adaptation or interpretation will be at the third party's sole risk and without liability or legal exposure to the PARTNER(S).

9.2 If the PARTNER are a government entity, all data and information obtained by the PARTNER in the performance of the work herein may be kept and used by the PARTNER at its discretion to the benefit of the public.

10 Employees

10.1 PARTNER staff engaged in work under this agreement are independent contractors and not SRWMO employees.

10.2 PARTNER and the SRWMO agree to abide by the requirements and regulations of The Americans with Disabilities Act of 1990 (ADA), the Minnesota Human Rights Act (Minn. Stat. C.363), and Title VII of the Civil Rights Act of 1964. These laws deal with discrimination based on race, gender, disability, and religion, and with sexual harassment. Violation of any of the above laws can lead to termination of this Agreement.

11 Entire Agreement

The entire agreement of the parties is contained herein including the attached "Work Plan." Any alterations, variations, modifications or waivers of the provisions of this agreement shall be valid only when they have been reduced to writing and duly signed by the parties herein.

PROPOSAL FOR SRWMO Watershed Management Plan Update WORK PLAN

INSTRUCTIONS

Proposals shall include 3 parts found below and on the following pages:

1. Cover page (this page) – provide contact information and quote total.
2. Qualifications – provide qualifications of your firm and key staff.
3. Itemized quote – We are providing an Excel file which lists planning tasks and should be used to calculate your total fees. Include materials, labor, tools, transportation and all else needed to complete each item. Firms must provide a quote for the work as described but may add pages describing WORK PLAN changes for the SRWMO to consider and how each change would impact the quote amount. The SRWMO has not included some specifics in the scope of work, such as number of meetings needed to accomplish each task, and expects that qualified firms providing a proposal should have an understanding of planning processes sufficient to estimate this workload and understand that actual hours may be greater or smaller for each task. Moreover, effective planners/facilitators can reduce the number of meetings or duration of each task by providing structure and materials prepared in advance.

COVER PAGE

Proposal Provided by: _____ (firm)

_____ (contact name)

_____ (signature of authorized representative)

_____ (mailing address)

_____ (email)

_____ (phone)

_____ (submission date)

Total proposed fee: \$ _____

Entity providing quote: _____

QUALIFICATIONS

Supporting pages or documents may be provided, but please provide a summary response to each question below in the space provided on this page.

- 1. Describe your firm's experience and expertise with watershed planning, SRWMO-area natural resources, and watershed management implementation.**

- 2. If you have prepared water plans for similar organizations, please list them. Include whether the plan was approved by the State, and if the original planning timeline was achieved.**

- 3. Who are your key staff that would work on the SRWMO planning? Describe the qualifications for each.**

- 4. When can you begin work?**

- 5. What is your anticipated date of conclusion, marked by BWSR approval of the new Watershed Management Plan?**