

Upper Rum River
Watershed Management Organization
Request for Proposal for
Watershed Management Coordinator Services
(February 20, 2019 – March 5, 2020)

This Request for Proposal, herein known as the RFP, is offered by the UPPER RUM RIVER WATERSHED MANAGEMENT ORGANIZATION, hereinafter referred to as the URRWMO, for Watershed Management Coordinator Services.

Submission and Questions

All Applicants who wish to respond to this RFP must do so by February 15, 2019. All responses should be in writing and one copy should be mailed to:

Upper Rum River WMO – John West, Chair
Oak Grove City Hall
19900 Nightingale Street NW, Oak Grove, MN 55011-9204

In addition, an electronic version should be emailed to jwest@ci.oak-grove.mn.us.

Current and draft URRWMO Management Plans and Reports can be found at: <http://urrwmo.org/watershed-management-plans-reports.html>. All questions related to this Request for Proposal shall be directed to John West at (612) 414-3513.

No Implied Offer to do Business

The URRWMO reserves the right to accept any complete response, or portion thereof, or to accept none of the responses. The URRWMO prefers a complete response. The URRWMO may cancel this RFP at any time.

Introduction

The URRWMO has the objective of properly and efficiently managing natural and water resources for the long term good. The URRWMO and the selected Applicant will be mutually interested in cooperating with each other in order to facilitate implementation of the 2019 URRWMO Annual Program Plan of Work by providing Watershed Management Coordinator Services. This document defines the respective responsibilities and obligations of the URRWMO and the Applicant.

The following will be mutually stipulated and agreed upon by the URRWMO and the Applicant:

Article I. Purpose

The parties agree that they will join together for the purpose of implementing the 2019 URRWMO Annual Program Plan of Work by providing Watershed Management Coordinator Services, which is attached hereto as Exhibit A and incorporated herein by reference. All tasks related Watershed Management Coordinator Services shall be referred to as the PROJECT.

Article II. URRWMO Responsibility

The URRWMO is responsible to:

- Compensate the Applicant to the amount specified in this AGREEMENT.
- Provide Applicant with an annual WMO financial summary including itemized expenditures, revenues, and account balances.

Article III. Applicant Responsibility

The Applicant will facilitate implementation of the PROJECT. This will be accomplished by:

- Carrying out the tasks outlined in Exhibit A.
- Maintain detailed accounting of all financial transactions and in-kind contributions.
- Providing a final report of activities and finances by March 2020.

Note estimated hours on Exhibit A is the URRWMO estimate of annual effort and is shown for informational purposes only. The Applicant is solely responsible for the determination of hours that will serve as the basis of costs included in their proposal.

Article IV. Disbursement of Funds

The Applicant will invoice the URRWMO for one-third of the total amount of this agreement in April, June, and August of 2019. The URRWMO will pay these respective invoices in May, July, and September 2019, provided that work is proceeding to the terms in this AGREEMENT. These dates are approximates intended to correspond to the months the URRWMO meets; actual invoicing and payment may be shifted to correspond with URRWMO meeting dates. The Applicant must refund to the URRWMO any fees paid for work that is not completed to the terms specified in this AGREEMENT.

Article V. Disposition of Plans, Reports and Other Data

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

All data and information obtained by the Applicant in the performance of the work herein may be kept and used by either the Applicant or URRWMO at their discretion to the benefit of the public.

Article VI. Term and Termination

This agreement shall commence when executed by both parties and shall continue until terminated or March 5, 2020, whichever comes first.

Either party may terminate this agreement or portion of Watershed Coordinator Services at any time with ten days' written notice. Termination by either party prior to the completion of the PROJECT does not relieve either party from their responsibilities as identified herein for the work performed through the date of receipt of the notice of termination. In the event of early termination of this contract, the Applicant's reporting responsibilities will be limited to providing

the URRWMO with a digital copy of all data collected and other work products through the date of termination of the agreement.

Article VII. Mutual Indemnification

The URRWMO and Applicant 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.

Article VIII. Affirmative Action and Equal Employment Opportunities

The Applicant should have a policy of affirmative action and policy against discrimination. No person should be illegally, on the grounds of race, color, religion, sex, marital status, public assistance status, handicap, age or national origin, be excluded from full employment rights in, participation in, be denied benefits of or be otherwise subjected to discrimination under any program, service or activity hereunder in accordance with the provisions or any and all applicable federal and state laws against discrimination.

Article IX. Entire Agreement

The entire agreement of the parties is contained herein including attachments "Exhibit A – Watershed Coordinator Services." 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.

The Applicant submits this proposal this _____ day of February 2019.

By Company: _____

Signed By: _____
Title: _____

Exhibit A:

Watershed Management Coordinator Roles

Task	Description	2019 Fee
Annual Financial Report to State Auditor	2018 Financial report by June 30, 2019. Treasurer must provide a financial ledger of itemized revenues and expenditures.	
Annual Report for BWSR	2018 activity and financial report by April 30, 2019.	
Facilitate Regular URRWMO Meetings	Estimated 4 hrs ea per 10 mtgs including prep and attendance. Assist recording secretary with agenda, meeting packet. Review minutes. Meeting facilitation, including introductory presentation for each agenda item, as directed by the Chair.	
Facilitate TAC meetings	2-3 TAC meetings to (in priority order): Select projects for upcoming grant pursuit, Determine 2020-21 culvert inventory scope and methods, & Determine if URRWMO stormwater and wetland standards should be revised.	
Review Local Water Management Plans	None in 2019.	
Grant Applications	One grant application. May be a competitive grant application or representing URRWMO at Watershed Based Funding meetings to secure funding.	
Misc. Administrative Activities up to 20 hours	(1) Prepare URRWMO activity summary report for board members to use when meeting with their city councils, (2) Remind cities of req'd local water plan and ordinance updates including timelines, (3) Arrange Lake George LID or association to attend an URRWMO mtg or URRWMO board members to attend a lake group mtg, (4) Arrange CAMP volunteer monitoring of Lake George in 2020, (5) Request biomonitoring funding from the American Legion (6) Tour of water monitoring sites for URRWMO board members prior to a regular mtg & (7) other misc.	
<p>Notes:</p> <p>(1) Allowable hours and expenses may be interchanged amongst tasks, but the total shall not be exceeded. Payment shall be made only for actual hours worked. Any administration of projects shall be paid by project funds, not the line items listed above</p> <p>(2) URRWMO board members are responsible for providing periodic in-person updates to their member communities and representing the URRWMO on the Rum River Watershed One Watershed One Plan policy committee.</p>		
Subtotal		\$