

REQUEST FOR PROPOSAL FOR
*Consulting Services for the Shell Rock River Watershed Management Coalition -
Recruitment, Planning, and Engagement*
Shell Rock River Watershed Management Coalition (SRRWMC)
Fiscal Agent: Butler County, Iowa

Butler County, Iowa "County" seeks proposals for watershed planning services to assist the Shell Rock River Watershed Management Coalition (SRRWMC) with the following:



**SHELL ROCK RIVER WATERSHED
MANAGEMENT COALITION**

- Develop a Comprehensive Watershed Plan (Plan) including identification of specific water quality improvement goals, and
- Conduct a watershed awareness and community engagement campaign,

The Iowa Department of Natural Resources awarded grant funding to the SRRWMC in February 2022. A copy of the grant application is attached to this RFP for reference.

The SRRWMC plan of work includes three Goals and Objectives. These goals will lay a firm foundation for Implementation of the Plan. They are the following:

- Generate and maintain full political, technical, and public support across all participating political subdivisions and other stakeholders to ensure plan sustainability for 20 years.
- Improve water quality to enhance quality of life and environmental integrity within the **SRRWMC**.
- Increase individual and community commitment to water quality for longer-term and more profound water quality improvements in the SRRWMC.

The Consultant selected from the RFP will be engaged after competitive evaluation by a qualified committee based on the "Selection Criteria" set forth in this request. Each proposal will be reviewed by an evaluation team, composed of the SRRWMC Comprehensive Plan Committee members. Each proposal will be scored relative to all other proposals based on the evaluation criteria listed in this RFP. Consultants may be contacted during this process to clarify items in their proposals.

This request invites consultants to submit proposals for the accomplishment of the items of work specified below under Scope of Work and detailed further within this RFP. Proposals should be prepared and submitted in accordance with the guidelines and requirements set forth in this request.

The cost of the Comprehensive Plan shall not exceed \$100,000

Sealed proposals: Consultant will deliver one (1) hard copy and one digital format (flash drive) to the following address:

Butler County Conservation
c/o Mike Miner
27887 195th St.
Clarksville, IA 50619

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The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

Proposal Deadline: August 12, 2022

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Consultant may submit only one proposal. This RFP does not obligate Butler County or the SRRWMC to offer a contract to any firm, nor pay any cost incurred in the preparation of proposals submitted in response to this request. All information and material submitted in this request will become property of the SRRWMC Board of Directors.

Scope of Services

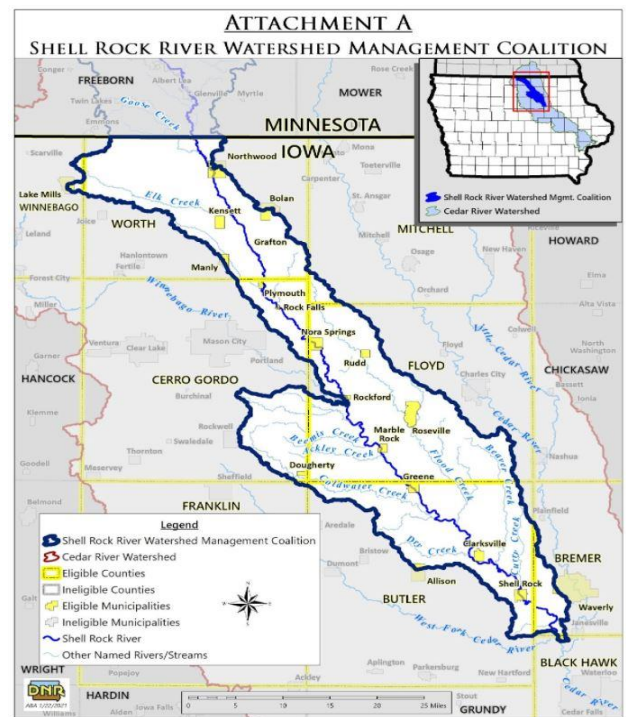
Background

The Shell Rock Watershed Management Coalition (SRRWMC) has previously established a 28E agreement with sixteen political subdivisions. The 28E is filed with the Secretary of State.

Planning Document

The design team will develop and deliver a comprehensive planning document inclusive of tasks 1 through 6, summarized below:

- **Task 1: Development of a Stakeholder Engagement Strategy** - Develop a planning process driven by stakeholder involvement to expand watershed goals. This approach shall establish an open line of communication between key groups
- **Task 2: Current Conditions Report** - Build on existing plans to garner quick buy-in from stakeholders and expeditiously complete a watershed baseline.
- **Task 3: Watershed Resource Inventory and Assessment of Issues** - Conduct a watershed resource inventory to provide a deeper understanding of the watershed and pollutant sources.
- **Task 4: Watershed Action Plan** - Utilize completed assessments; this plan will encompass both short term and long-term priorities to meet watershed needs and goals.



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- **Task 5: Education Plan - Develop** a successful education plan with watershed stakeholders to provide a diverse framework for future implementation efforts.
- **Task 6: Compliance** – Comprehensive plan must align with Iowa’s Nonpoint Source Management Plan and shall incorporate Smart Planning Principles as described in Iowa Code 18b.
- **Task 7: Final Plan** - Prepare a document outlining the planning process, summary of watershed assessment and data, and implementation guidance. The final plan will address the following resource concerns: Streambank and Riparian Areas, Plant and Animal Communities, Sediment, Nutrients, Stormwater, and Public Access.

Conceptual Plan and Proposal Submittal Requirements

The Consultant shall provide a Conceptual Plan, including a detailed statement of work for the product/services addressing the Scope of Services detailed in this RFP. Proposals should follow the outline presented here and respond to each of the items listed.

- A. **Consultant name, address, and names of primary contacts.** Firms located within the counties of The Watershed will receive higher scores than those not within counties of The Watershed.
- B. **Identify project manager.** List the project manager's relevant experience and similar work including references.
- C. **Restatement of services required (2 pages maximum).** Attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
 - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
 - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks, and milestone dates.
 - Proposed use of SRRWMC Comprehensive Plan Committee, as well as any equipment, materials or additional data that will be expected from the SRRWMC at the onset of the project.
- D. **Proposed Staff, Qualifications and Experience (5 pages maximum).** Outline personnel skills and services that distinguish the Consultant, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process and address the firm's ability to prepare innovative watershed assessments utilizing GIS and with ACPF Modeling approach. Statement of Qualifications should include:
 - Demonstration of past watershed management planning services including a description of previous projects and experience.
 - Description of organizational capacity (and sub-consulting staff) to complete all necessary planning service. Partnerships among consultants are highly encouraged.
 - Qualifications and experience of staff anticipated to be assigned work for this project, including total hours and percent of time committed to the project.
 - References, including contact information from previous clients of related work within the past five years.

- o Evidence of ability to work within tight time constraints and the earliest date available to assume these duties.
- E. **Description of similar projects designed and constructed by the firm (2 pages maximum).** Project summaries should emphasize their relevance to the proposed agreement. As attachments, you may include samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- F. **Plan Development Milestones and Timeline.** The development of this watershed management plan is expected to take 18 months. The proposal shall contain key milestones within this time constraints.
 - Evidence of ability to work effectively within tight time constraints.
 - Provide the earliest date available to assume these duties.
 - Provide quarterly progress reports to the board of directors.
 - Final Comprehensive plan must be completed and delivered by September 1st, 2023
- G. **Estimated cost of the services to be provided under this proposal (1 page maximum).** A proposed fee structure based upon the plan of work proposed by the Consultant. List proposed services to be sub-contracted, if any, identifying anticipated subcontractors and anticipated costs for these services.
- H. **References.** Provide three client references including name of firm, contract administrator, business address and telephone number. Proposers will be rated on quality of work, ability to meet schedules/deadlines while staying within budget, communication/cooperation with client.
- I. **Proposed Methodology to Complete Scope of Work (5 pages maximum).**

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions nor extensions to established deadlines will not be granted.

Estimated Timeline

- Release RFP – July 11, 2022
- Proposals Due – August 12, 2022
- Proposals Reviewed – August 15-19, 2022
- Selected Consultant presentations - week of August 22, 2022
- Consultant selection - week of September 5th, 2022
- Action on contract by SRRWMC members – September 15, 2022
- Effective start of contract – September 15, 2022

The above dates are subject to change at the discretion of the SRRWMC. Selected Consultants submitting proposals may be invited to give an oral presentation explaining their proposal. If necessary, interviews will be conducted for the top two or three Consultants.

Each member of the SRRWMC will consider approval of a contract with the selected Consultant.

The SRRWMC reserves the right to accept or reject all responses, in part or in whole, and to accept responses, which in its sole discretion and opinion appear to be responsive, responsible, and in

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the best interests of the SRRWMC. The SRRWMC further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

The selected Consultant may not subcontract any of the work specified in this RFP without prior written consent of the SRRWMC.

Consultant Selection Procedures

A selection committee will analyze and evaluate all properly submitted proposals in response to this request. The selection committee using the "Evaluation Criteria" listed in this RFP will rank all Consultants. Top scoring Consultants will be chosen for further evaluation, which may include interviews and presentations with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. As many of the top ranked Consultants as deemed necessary may be included within the negotiating list.

Evaluation Criteria

1. Experience with related activities or programs.
2. Consultant's understanding and technical approach to the project.
3. Availability and capability of staff. Pertinent experience and qualifications of the project team.
4. Technical and financial resources.
5. Ability to complete the project in a timely manner and within budget.
6. Integrity and compliance with public policy.
7. Location of office. Preference may be given to those Consultants located in the counties within The Watershed.

Work Product and Deliverables

The Consultant will prepare and deliver a draft and final watershed management plan document (20 printed copies and an electronic version. PDF, Word, or a board approved format), a four-page executive summary booklet, and a summary PowerPoint presentation. The final watershed management plan and executive summary booklet should be professionally designed. The final report should be presented to the SRRWMC at a regularly scheduled meeting. An electronic copy of the final report presentation materials must be provided as well.

Insurance-

Consultant shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the County. Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise because of any failure on the part of the Consultant to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of its contract with the County.

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Sample Form of Consultant Services Contract is provided as Appendix A.

Appendix A

Sample

Provider Agreement

THIS AGREEMENT is entered into by and between Shell Rock River Watershed Management Coalition, hereinafter referred to as "SRRWMC", and _____ hereinafter referred to as "Provider", whose mailing address and telephone number is _____, telephone _____

1. **PURPOSE AND INTENT.** The purpose of this agreement is for the Provider to _____

2. **FEES, EXPENSES & COMPENSATION.** Consultant may charge a maximum hourly fee of \$____ for professional services necessary under the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than _____ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from client for time spent traveling. All invoices must be itemized and specify the invoice total and time covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement. Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. **INDEPENDENT CONTRACTOR.** It is understood that Provider is an independent professional contractor, and that Provider will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. **INSURANCE & TAXES.** Provider is responsible for Commercial General Liability, Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. **CONFIDENTIALITY.** Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. **TERM AND TERMINATION OF AGREEMENT.** This Agreement is effective on the ____ day of _____, 20____ for a period of _____ year (s). The County may terminate this

agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9 EXENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed, and dated by both parties.

10 ASSIGNMENT. Neither party to this Agreement may assign, sell, or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11.APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed, and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

BUTLER COUNTY, IOWA (County)

Chairperson of the Board of Supervisors (Provider) By:

Date

