



Bassett Creek Watershed Management Commission

P.O. Box 250827
Golden Valley, MN 55427
(952) 270-1990
www.bassettcreekwmo.org

Item 5B.
BCWMC 4-16-26

DRAFT Request for Proposals

Comprehensive Assessment of Organizational Structure and Funding Mechanisms for the Bassett Creek Watershed Management Commission (BCWMC)

I. ISSUE STATEMENT

The BCWMC recently adopted a new 10-year watershed management plan. Current BCWMC staff capacity is likely not sufficient to complete the work needed to achieve the goals in the plan and the BCWMC organization may need to be restructured to better align with the goals and desired outcomes. Further, additional funding sources or alternate funding mechanisms for BCWMC administration and implementation are needed to achieve the most efficient, equitable, and robust outcomes.

II. ABOUT THE BCWMC

The BCWMC is a special purpose unit of local government that manages surface water resources, like lakes and streams, within 40 square miles in the northwestern area of the Twin Cities. It encompasses all the land that ultimately drains to Ĥañá Wakpádaŋ / Bassett Creek, including all or part of nine cities. The largest portion of the watershed lies in the cities of Plymouth and Golden Valley. The watershed also includes parts of New Hope, Crystal, Robbinsdale, Minneapolis, St. Louis Park, and Minnetonka, and the entire small city of Medicine Lake. There are ten priority lakes and four priority streams in the watershed.

The BCWMC currently operates as a joint powers organization among nine cities and is governed by a board of commissioners that includes one commissioner and one alternative commissioner appointed by each member city. The BCWMC's governance structure, authorities, and funding mechanisms are described in Section 1 of the 2026 – 2035 Bassett Creek Watershed Management Plan (2026 Plan) and defined in its Joint Powers Agreement (2026 Plan, Appendix G).

III. PROJECT BACKGROUND

In 2021, the Minnesota Board of Water and Soil Resources (BWSR) completed a routine performance review of the BCWMC to assess progress on implementation of the 2015 Watershed Plan (2026 Plan, Appendix D). BWSR commended the BCWMC for their work in implementing core programs, rules, the Wetland Conservation Act, planning efforts, and building partnerships. Some recommendations for improvements included prioritizing the development of an education and outreach strategy and reviewing the capital improvement program to identify specific barriers limiting implementation of some large projects. These recommendations highlight the potential need for increased staff capacity.

The BCWMC currently contracts with one part time administrator and receives legal, audit, and engineering services through consultants. As a joint powers organization, the BCWMC relies heavily on cooperation and collaboration with its nine member cities to implement programs and projects, including participating in the BCWMC's Technical Advisory Committee (TAC). The 2026 Plan includes

an ambitious implementation program with multiple studies, programs, and capital projects intended to achieve the BCWMC's goals. The BCWMC believes that the current governance structure and staff capacity are insufficient to implement all elements of the 2026 Plan. The BCWMC has operated as a joint powers organization similar to its current structure since its inception in 1969. Changes to the BCWMC's organizational structure and/or capacity may result in more complete and/or more efficient implementation of the Plan.

The BCWMC funds its operations, projects, and programs through a variety of funding mechanisms including a general fund supported by member city contributions, CIP funds levied through Hennepin County, and grants. However, these funding mechanisms may not be adequate to fully support implementation of the 2026 Plan. New or expanded funding mechanisms may be available to the BCWMC to promote further program and project implementation without increasing the financial burden to member cities and, indirectly, watershed residents. Evaluation is necessary to identify the benefits and risks of different funding options and determine the most appropriate mechanisms to fund BCWMC operations, projects and programs.

IV. PROJECT GOALS & EXPECTATIONS

The goal of this project is for the BCWMC, through a comprehensive assessment, to understand the options, benefits, and challenges of various organizational structures and potential funding mechanisms for long term, sustainable, effective, and efficient management of the Bassett Creek watershed.

The selected firm is expected to understand the differences between joint powers watershed management organizations (WMOs) and watershed districts (WDs) including authorities outlined in MN Statutes 103B and 103D. The selected firm will also have experience in human resources and the expertise to prepare a cost-benefit analysis as noted in Section V.

The assessment is expected to include a thorough review of the structures and funding mechanisms of at least 4 and no more than 6 other watershed organizations (both WMOs and WDs) to help understand and assess options for the BCWMC. The proposal should include a statement with their proposed list of organizations they intend to assess and reasons for including each. Factors to consider when making comparisons should include the geographic and population size of the watershed, land use, and number of cities included. Potential organizations for evaluation include:

- Mississippi Watershed Management Organization
- Vadnais Lakes Area Watershed Management Organization
- Comfort Lake Forest Lake Watershed District (transitioned from a WMO to a WD in 1999)
- Riley Purgatory Bluff Creek Watershed District or Nine Mile Creek Watershed District
- Non-profit or other organization that may offer structural or capacity options

A final list of organizations used in the assessment will be discussed with the BCWMC before assessment work begins.

The assessment is expected to include an evaluation of an option for sharing one or more staff with a member city or another watershed district/organization.

V. SCOPE OF SERVICES

The project should include the following activities and deliverables:

1. Periodic meetings with the BCWMC Administrator and Administrative Services Committee (or a subcommittee thereof) to relay project progress
2. A workshop, survey, interviews or other means of gathering insights from BCWMC Administrator and Engineers, commissioners, partners, and city staff to inform a gaps analysis and/or the challenges and benefits of various options
3. A draft report presented to the Administrative Services Committee
4. A final report presented to the BCWMC Board of Commissioners at a regular monthly meeting

The assessment report should include the methods and outcomes of the following investigations and analyses. Alternate or additional methods of investigation or assessment may be proposed and utilized with BCWMC approval.

1. An assessment of the organization that includes
 - a. Identification and description of gaps or deficiencies in the current BCWMC structure that limits the effective and efficient implementation of the BCWMC 2026 Watershed Management Plan
 - b. Description of alternative organizational or governance structures and an evaluation of benefits and challenges (pros/cons) or SWOT analysis for each option as it relates to the Bassett Creek Watershed presented in a matrix
 - c. Description of characteristics of effective structures
 - d. Identification of friction points (particularly those that may be expressed by member cities) related to various structures and how they might be addressed
 - e. Recommended policies, procedures, bylaws, other mechanisms to improve efficiency if the organization structure remains unchanged
2. A staffing analysis that includes
 - a. Optimal staffing levels for effective and efficient implementation of the BCWMC 2026 Watershed Management Plan
 - b. Pros and cons of hiring employees vs. using contractors
 - c. Suggestions for building resiliency and planning for staff turnover particularly as it relates to the Administrator
 - d. Assessment of sharing staff with other organizations
3. An analysis of various funding mechanisms available to watershed organizations including those allowed under current State Law and those requiring amendment to MN Statutes. The analysis should include
 - a. Assessment of value for taxpayers such as a cost benefit analysis per structure/funding mechanism, analysis of funding level vs. outcomes, and/or recommendations for most efficient and effective funding mechanism.
 - b. Metrics such as use of operating budget, use of capital budget, staffing levels/positions, use of consultants, costs related to tax valuation and land area, outcomes/benefits for water resources (i.e., delisting impaired waters, pollutant reductions, streambank miles, etc. restored over standardized timeframe)
4. Recommendations for next steps and/or implementation of project outcomes

VI. TIMELINE

This RFP will be conducted according to the following tentative schedule. This schedule may be altered at any time at the discretion of the BCWMC.

Task	Timeline
Release of RFP	April 20, 2026
Deadline for Questions Regarding RFP	May 4, 2026
Deadline for Submittal of Responses to RFP	May 18, 2026
Interviews (Optional, at BCWMC's discretion)	Late May 2026
Selection of Contractor	June 11, 2026
Execute Contract	June 18, 2026
Commence Work/Services	June 18, 2026
Deliver and present draft report	October - November 2026
Deliver and present final report	November – December 2026

VII. INSTRUCTIONS TO PROPOSERS

A. General Information

1. Submittal of Proposals

Proposers shall submit one electronic proposal via email to BCWMC's Administrator, Laura Jester, at laura.jester@keystonewaters.com. The email shall clearly indicate that it contains a Proposal for Comprehensive Assessment of Organizational Structure and Funding Mechanisms for the Bassett Creek Watershed Management Commission. **All proposals must be received no later than May 18, 2026.** The BCWMC reserves the right to reject any and all proposals, request additional information from any and all proposers, waive any and all irregularities, and negotiate a final contract in the best interest of the BCWMC.

2. Proposal Format

Proposals shall be prepared with 8-1/2" x 11" format as a PDF. Index and bookmark proposal sections and sequentially number all pages throughout or by section. The proposal should be clear and understandable when printed in black and white. Examples of the proposer's work products need not conform to the 8-1/2" x 11" paper requirement and should be in electronic format only (links to documents on websites

are acceptable). All text and exhibits should be succinct and relevant to the RFP requirements.

3. Examination of RFP

By submitting a proposal, the proposer represents that the proposer has thoroughly examined and become familiar with the work required under this RFP and that the proposer is capable of performing quality work to achieve the objectives of the BCWMC.

4. Addenda/Clarifications

Any changes, if any, to this RFP will be made by the BCWMC through a written addendum that will be uploaded onto the website housing the RFP and may be transmitted via email to any known proposers. No verbal modification will be binding.

5. Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by the proposer in: 1) preparing its proposal in response to this RFP; 2) submitting the proposal to the BCWMC; or 3) any other expenses incurred by the proposer prior to the date of execution of the proposed agreement. The BCWMC shall not, in any event, be liable for any pre-contractual expenses incurred by the proposers in the preparation of their proposals. Proposers shall not include any such expenses as part of their proposals.

6. Exceptions and Deviations

Any exceptions to the requirements in this RFP must be included in the proposal submitted by the proposer. Segregate such exceptions as a separate element of the proposal under the heading "Exceptions and Deviations."

7. Contract Award

Issuance of this RFP and receipt of proposals do not commit the BCWMC to award a contract. The BCWMC reserves the right to postpone reviewing for its own convenience, to accept or reject any or all proposals received in response to this RFP.

8. Joint Offers

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The BCWMC intends to contract with a single firm and not with multiple firms doing business as a joint venture.

9. Contact Person

The proposer’s sole point of contact with the BCWMC for this proposal is BCWMC Administrator, Laura Jester. Her contact information is provided on the cover page. In order to ensure a fair review and selection process, proposers are specifically requested not to make other contacts with other BCWMC officials or consultants regarding their proposals unless otherwise specifically directed to do so.

10. BCWMC Rights

The BCWMC may investigate the qualifications of any proposer under consideration, require confirmation of information furnished by the proposer, and require additional evidence of qualifications to perform the work described in this RFP. The BCWMC reserves the right to:

- a. Reject any or all proposals.
- b. Cancel the RFP;
- c. Issue a subsequent RFP;
- d. Remedy errors in the RFP;
- e. Appoint evaluation committees to review proposals;
- f. Establish a short list of proposers eligible for interview after evaluation of written proposals;
- g. Negotiate with any, all, or none of the proposers; and
- h. Reject and replace one or more subcontractors.

B. Components for the Proposal

1. Letter of Transmittal

Address the letter of transmittal to the BCWMC Administrator, Laura Jester, and include, at a minimum, the following:

- a. Identification of the proposing firm, including name, address, and telephone number;
- b. Acknowledgment of receipt of RFP addenda, if any;
- c. Name, title, address, telephone and fax numbers, and email address (if any) of contact person during period of proposal evaluation;
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 90 days from the date of submittal; and
- e. Signature of a person authorized to bind the offering firm to the terms of the proposal.

2. Proposer’s Team Organization

Provide an organization chart showing the interrelationship of the proposer’s team members and key personnel. Identify the team members’ areas of responsibility. If applicable, provide any subcontractors’ name, address, contact person, and telephone number. Describe your previous experience working with each subcontractor.

3. Qualifications and Experience

Identify similar projects undertaken by the proposer's team within the last five (5) years. Document the team members' actual responsibility on each project. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed. The contact person should be familiar with the firm's key personnel.

4. Key Personnel

For each of the key personnel shown in the organization chart, provide a one- to two-page résumé. A longer résumé may be used for the project manager. Include in the project manager's résumé a summary of experience with any specialization or expertise needed for the project.

5. Work Plan and Budget for Scope of Services

The proposal should demonstrate the proposer understands of project goals. The proposal must include a clear description of the methods or process to be used to develop each component in the scope of services. In addition, the proposer shall include a project schedule that details tasks, timelines and work products.

The proposer shall provide a detailed budget for the proposed project. The budget should include each of the tasks/products in the scope of services and provide:

- a. Professional fees, including hourly rates and number of hours to be worked per person
- b. Direct expenses expected to be reimbursed (equipment, supplies, etc.)
- c. Other costs, as appropriate

6. Conflict of Interest and Disclosure of Interest

The proposer must identify any potential conflict of interest it may have providing the services contemplated by this RFP.

VIII. EVALUATION OF PROPOSALS

Each proposal will be assessed with regards to the requirements of the RFP. Specifically, the following will be taken into account:

A. Experience of Firm(s)

- The comprehensiveness, appropriateness, and quality of experience of the member firms with respect to similar projects;
- Response of references; and
- The firm has the appropriate disciplines.

B. Experience of Personnel

- Level of effort and participation of key personnel;
- Experience, education and qualifications of key personnel with similar roles and projects;
- Experience, reputation and interpersonal skills of project manager;
- Demonstrated ability to successfully lead the project; and
- Access to and availability of project manager and key personnel.

C. Work Plan for Scope of Services

- Completeness and clarity of proposal;
- Scope of work approach, timing and substance;
- Understanding the project objective and desired products;
- Proposed level of detail, documentation, and back-up material; and
- Ability to complete project in a timely manner.

D. Cost Allocation

- Cost relative to proposed level of effort and products;
- Allocation of resources among work tasks (including person-hours); and
- Reasonableness of costs.

E. Other Factors

- Any other factors deemed by the BCWMC to be important in considering the best interests of the BCWMC.

IX. CONTRACT TERMS AND CONDITIONS

The BCWMC's intends to use its standard professional service agreement, a copy of which is included herewith as Attachment A. The BCWMC reserves the right to negotiate the final terms and conditions of the contract to be executed with a selected proposer, and the final form may deviate from the standard form attached. Should the parties be unable to mutually agree upon the entire contract, the BCWMC reserves the right to discontinue negotiations, select another proposer or reject all of the proposals.

ATTACHMENT A

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is effective on the ____ day of _____, 20__ (the "Effective Date") by and between the Bassett Creek Watershed Management Commission, a Minnesota joint powers organization (the "Commission"), and _____, a _____ (the "Contractor").

I. SERVICES TO BE PROVIDED. The Contractor will perform for the Commission all services ("Services") related to a comprehensive assessment of organizational structure and funding mechanisms, in accordance with and as provided in its proposal attached hereto as Exhibit A (the "Proposal"). For avoidance of doubt, said Proposal is incorporated into this Agreement as if fully set forth herein. If any terms contained in the Proposal conflict with any terms in this written Agreement, the terms in the Agreement shall prevail. The Contractor will endeavor to perform and complete the Services within timelines contained in the Proposal. All Services provided by the Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. COST OF SERVICES. The Commission agrees to pay the Contractor for providing the Services an amount not to exceed \$ _____, as provided in the Proposal. Any additional charges must be approved by the Commission in writing before expenses are incurred. No additional commissions, fees, or reimbursement shall otherwise be due under this Agreement. Additionally, the Commission shall not be responsible for payment for any work performed by the Contractor that is not expressly listed on the Proposal unless otherwise expressly agreed to by the Commission in writing. The Contractor shall submit invoices for the Services it provides to the Commission on a monthly basis. The itemized invoices shall identify all work completed, and once approved, invoices submitted will be processed and paid in the same manner as other claims made to the Commission, and in accordance with Minnesota Statutes, section 471.425.

III. TERM; TERMINATION. The term of this Agreement shall begin on the Effective Date and end following completion of and payment for all Services in accordance with the Proposal. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) the Contractor may terminate this Agreement in the event of a material breach of the Agreement by the Commission, upon providing 30 days' written notice to the Commission, if the Commission fails to cure said breach within those 30 days; and (3) the Commission may terminate this Agreement at any time at its option, for any reason or no reason at all, upon providing 30 days' written notice to the Contractor. Following termination, the Commission shall pay the Contractor for all Services provided through the date of termination.

IV. INDEPENDENT CONTRACTOR. All Services provided pursuant to this Agreement shall be provided by the Contractor as an independent contractor and not as an employee of the Commission for any purpose. Any and all officers, employees, subcontractors, and agents of the Contractor, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement, shall not be considered employees of the Commission. Any and all actions which arise as a consequence of any act or omission on the part of the Contractor, its officers, employees, subcontractors, or agents, or other

persons engaged by the Contractor in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the Commission.

V. INDEMNIFICATION. The Contractor, and any and all officers, employees, and agents of the Contractor, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement, shall indemnify, defend, and hold harmless the Commission and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by the Contractor, its officers, employees, and agents, or any other person engaged by the Contractor in the performance of Services pursuant to this Agreement. In no event shall the Commission be liable to the Contractor for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Commission is entitled under Minnesota Statutes, Chapter 466 or otherwise.

VI. INSURANCE. The Contractor agrees that before any of the Services can be performed hereunder, the Contractor shall procure at a minimum: worker's compensation Insurance as required by Minnesota state law; and commercial general liability in an amount of not less than \$1,500,000.00 per occurrence for bodily injury or death arising out of each occurrence, and \$1,500,000.00 per occurrence for property damage. To meet the commercial general liability requirements, the Contractor may use a combination of excess and umbrella coverage.

VII. CONFLICT OF INTEREST. The Contractor shall use best efforts to meet all professional obligations to avoid conflicts of interest and appearances of impropriety.

VIII. THIRD PARTY RIGHTS. The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

IX. NOTICES. Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor: _____

Attn: _____

Commission: Bassett Creek Watershed Management Commission
Attention: Laura Jester
P.O. Box 250827
Golden Valley, MN 55427

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

X. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This Agreement shall constitute the entire agreement between the Commission and the Contractor, and supersedes any other written or oral agreements between the

Commission and the Contractor. This Agreement can only be modified in writing signed by the Commission and the Contractor.

B. Data Practices Act Compliance. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the Commission any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the Commission concerning data requests.

C. Audit. The Contractor must allow the Commission, or its duly authorized agents, and the state auditor or legislative auditor reasonable access to the Contractor's books, records, documents, and accounting procedures and practices that are pertinent to all Services provided under this Agreement for a minimum of six years from the termination of this Agreement.

D. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

E. No Assignment. This Agreement may not be assigned by either party without the written consent of the other party.

F. No Discrimination. The Contractor agrees not to discriminate in providing products and Services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion.

G. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.

H. Waiver. Any waiver by either party of a breach of any provision of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.

I. Compliance with Laws. The Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date the Contractor agrees to provide the Services contemplated herein.

J. Headings. The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit, or affect the scope and intent of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement which shall take effect on the date first written above.

THE COMMISSION:

CONTRACTOR:

By: _____
Its: Chair

By: _____

By: _____
Its: Secretary

Its: _____

EXHIBIT A
The Proposal

[to be inserted]