



Fillmore Soil & Water Conservation District

912 Washington St NW, Preston, MN 55965

Phone: 507-887-0240

www.fillmoreswcd.org

Assistance on completing Nutrient Management Plans (NRCS code 590)

Request for Proposals

Revised 1/22/24

Proposals DUE: 2/10/2025, 4:00 PM

I. Project Description

Fillmore Soil and Water Conservation District is participating in a grant program called the [Alliance to Advance Climate-Smart Agriculture](#) in which Nutrient Management Planning (NRCS Code 590) is an eligible cost share practice. The District received a high volume of Nutrient Management Plan sign ups via the grant that exceeds the capacity of staff. As such, Fillmore SWCD is looking for a consultant who is able to write 590 plans.

Although values are subject to change, it is estimated that 197 plans will need to be completed with an average acreage of 107 acres. Plans may require work over multiple farm tracks. The first round of signups generated 97 plans that ideally would be completed by April 2025.

Please note: consulting companies are required to be a certified TSP with NRCS Registry of Technical Service Providers.

II. Project Deliverables

Completion of Nutrient Management Plans (590s).

This contract will be for all aspects needed to complete 197, 590 plans with an average plan being 107 acres. Average track sizes are 7-10 acres in a hilly topography. This work will be with producers in Fillmore County, MN. Activities can include meetings with landowners, site visits, assisting in the completion of soil and manure sampling, gathering information, and any other aspects needed for the overall completion of the 590 documents. Landowners who have signed up for the Climate-Smart program are aware that soil and manure sampling are expenses that they take on. Fillmore SWCD staff have worked with area producers for decades and will assist on the coordination of this workload between the contractor and landowner. Please note, all 590 plans must follow the [standards](#) as outlined by the Alliance to Advance Climate Smart Agriculture. Practice Standards largely follow the NRCS 590 guidelines, but have some minor differences, as outlined in the document linked above. Further discussion of deviations from the 590 practice standards can be had by contacting sara.west@fillmoreswcd.org.

III. Budget

Although values are subject to change, it is estimated that 197 plans will need to be completed with an average acreage of 107 acres. Plans may require multiple farm tracks. Budgets should reference this workload and provide the per-acre cost needed to complete this work.

IV. Project timeline

First round of signups for the Alliance to Advance Climate Smart Agriculture has been completed and generated 97 sign ups. Ideally these plans would be finished by the spring planting season (April 1st 2025) to implement the nutrient reduction prescriptions of the plan. We are working with our state agency for clarification on what all needed to be in-line with grant expectations given the extremely tight deadline. An additional sign-up is to occur in January and the fall of 2025 which will generate more plans needing completion. These plans would ideally need completion by April 1st 2026. The Alliance to Advance Climate Smart Agriculture grant funding ends September 1st, 2026. Therefore all 590 plans must be completed by that time.

V. Proposal Submittal Format:

Requested proposals are required to contain the following information:

1. Scope of Services:
 - a. Describe how services outlined in section II will be provided. Include a listing and description of tasks and deliverables. Please add tasks that may be necessary based on your experience with other similar 590 processes.
2. Proposed Schedule:
 - a. Include ability to help with the 97 plans that were received in the first round of sign ups and need to be completed ideally by April of 2025.
 - b. Include ability to complete more plans by April 2026.
3. Experience and Capacity:
 - a. Demonstrate your firm's ability to provide the required services.
 - b. Verify Consulting companies are required to be a certified TSP with NRCS Registry of Technical Service Providers.
4. Budget:
 - a. Total project cost.
 - b. Project cost breakdown
5. Additional Tasks or activities:
 - a. Responders may propose additional tasks, activities, or goods above and beyond the scope of what is requested in this solicitation if they will substantially improve the results of this procurement. Any costs associated with these additional tasks, activities, or goods should be clearly marked and separated from costs associated with the tasks, activities, or goods specifically requested under this solicitation. Because cost is a factor in the evaluation of responses to this solicitation, failure to separate costs for additional tasks, activities, or goods may result in those costs being included in a responder's cost proposal and result in a lower cost score for that proposal.

Please submit your proposal by **February 10th, 2025, 4:00 PM** to the attention of:

Riley Buley, District Administrator
Fillmore SWCD
912 Washington St. NW
PO Box 45
Preston, MN 55965
507-887-0240

riley.buley@fillmoreswcd.org

Timeline for Review and Selection:

2/10/2025	Submission deadline for proposals.
2/14/2025	Fillmore SWCD reviews and recommends consultant.
2/20/2025	Fillmore SWCD Board approves recommended company at meeting.

Proposals will be evaluated on the following factors:

- Submission by deadline
- Bid completeness
- Project cost
- Project schedule
- Qualifications of the person(s) or company(s) involved

Above abiding by submission deadline and being certified NRCS TSP, the factors and weighting on which responses will be evaluated are:

- | | |
|----------------------------------|-------------------|
| 1. Work Plan for Deliverables | 40 points |
| 2. Qualifications and Experience | 40 points |
| 3. Cost/Budget Detail | 20 points |
| Total Points: | 100 points |

This Request for proposals is open to all qualified, responsive bidders. Questions regarding the proposal process may be made to Riley Buley (details above). Successful and unsuccessful bidders will be notified of their status within 10 calendar days of the board meeting. Any or all bids may be rejected when in the best interest of Fillmore SWCD.

Exhibit A SOLICITATION TERMS

A. Competition in Responding. Fillmore SWCDE desires open and fair competition. Questions from responders regarding any of the requirements of the Solicitation must be submitted in writing to the Solicitation Administrator listed in the Solicitation before the due date and time. If changes are made the Fillmore SWCD will issue an addendum.

B. Addenda to the Solicitation. Changes to the Solicitation will be made by addendum with notification and posted in the same manner as the original Solicitation. Any addenda issued will become part of the Solicitation.

C. Data Security - Foreign Outsourcing of Work is Prohibited. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all levels.

D. Joint Ventures. Fillmore SWCD allows joint ventures among groups of responders when responding to the solicitation. However, one responder must submit a response on behalf of all the others in the group. The responder that submits the response will be considered legally responsible for the response (and the contract, if awarded).

E. Withdrawing Response. A responder may withdraw its response prior to the due date and time of the Solicitation by notifying the Solicitation Administrator in writing of the desire to withdraw. After the due date and time of this Solicitation, a responder may withdraw a response only upon showing that an obvious error exists in the response. The showing and request for withdrawal must be made in writing to Solicitation Administrator within a reasonable time and prior to the SWCD's detrimental reliance on the response.

F. Rights Reserved. Fillmore SWCD reserves the right to:

- Reject any and all responses received;
- Waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- Negotiate with the highest scoring Responder[s];
- Terminate negotiations and select the next response providing the best value for Fillmore SWCD;
- Consider documented past performance resulting from a Fillmore SWCD contract may be considered in the evaluation process;
- Short list the highest scoring Responders;
- Require Responders to conduct presentations, demonstrations, or submit samples;
- Interview key personnel or references;
- Request a best and final offer from one or more Responders;
- Fillmore SWCD reserves the right to request additional information ; and
- Fillmore SWCD reserves the right to use estimated usage or scenarios for the purpose of conducting pricing evaluations. Fillmore SWCD reserves the right to modify scenarios, and to request or add additional scenarios for the evaluation.

G. Samples and Demonstrations. Upon request, Responders are to provide samples to Fillmore SWCD at no charge. Except for those destroyed or mutilated in testing, Fillmore SWCD will return samples if requested and at the Responder's expense. All costs to conduct and associated with a demonstration will be the sole responsibility of the Responder.

H. Responses are Nonpublic during Evaluation Process. All materials submitted in response to this Solicitation will become property of Fillmore SWCD. During the evaluation process, all information concerning the responses submitted will remain private and will not be disclosed to anyone whose official duties do not require such knowledge. The completion of the evaluation process is defined as Fillmore SWCD having completed negotiating a contract with the selected responder. Fillmore SWCD will notify all responders in writing of the evaluation results.

I. Trade Secret Information. Responders must not submit as part of their response trade secret material, as defined by Minn. Stat. § 13.37. In the event trade secret data are submitted, Responder must defend any action seeking release of data it believes to be trade secret, and indemnify and hold harmless Fillmore SWCD, its agents and employees, from any judgments awarded against Fillmore SWCD in favor of the party requesting the data, and any and all costs connected with that defense. Fillmore SWCD does not consider cost or prices to be trade secret material, as defined by Minn. Stat. § 13.37. A responder may present and discuss trade secret information during an interview or demonstration with Fillmore SWCD, if applicable.

J. Conditions of Offer. Unless otherwise approved in writing by Fillmore SWCD, Responder's cost proposal and all terms offered in its response that pertain to the completion of professional and technical services and general services will remain firm for 180 days, until they are accepted or rejected by Fillmore SWCD, or they are changed by further negotiations with the MASWCD prior to contract execution.

K. Award. Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. Fillmore SWCD reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of Fillmore SWCD, providing each Responder is in compliance with all terms and conditions of the solicitation. Fillmore SWCD reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of Fillmore SWCD.

L. Requirements Prior to Contract Execution. Prior to contract execution, a responder receiving a contract award must comply with any submittal requests. A submittal request may include, but is not limited to, a Certificate of Insurance.

Exhibit B: RESPONDER DECLARATIONS

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. Response Contents. The information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well.

B. Authorized Signature. This Declaration is signed by the appropriate person(s), with the authority to contractually bind the Responder, as required by applicable articles, bylaws, resolutions, minutes, and ordinances.

C. Non-Collusion Certification. Please note that the project listed in this RFP was discussed with a nutrient management plan consulting company to better understand the abilities of the industry at large to take on such a workload prior to the drafting of this RFP. The discussion with the consulting company was had prior to being notified that a RFP process was needed to abide by the requirements of the funding agency. However, the RFP has been arrived at by the Responder independently and has been submitted without collusion and without any agreement, understanding or planned common course of action with any other vendor designed to limit fair or open competition. All companies have been provided the same information listed in this RFP and will be graded using the same rubric listed.

D. Organizational Conflicts of Interest. To the best of Responder's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons,

1. a vendor is unable or potentially unable to render impartial assistance or advice to the Fillmore SWCD;
2. the vendor's objectivity in performing the contract work is or might be otherwise impaired; or
3. the vendor has an unfair competitive advantage.

If after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to Fillmore SWCD which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, Fillmore SWCD may, at its discretion, cancel the contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict, Fillmore SWCD may terminate the contract for default. Organizational conflicts of interest terms apply to any subcontractors for this work.

E. Certification Regarding Lobbying. The undersigned certifies, to the best of his or her knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

F. Copyrighted Material Waiver.

By signing its Response, the Responder certifies that it has obtained all necessary approvals for the reproduction and distribution of the contents of its response.

By signing this form, Responder acknowledges and certifies compliance with all applicable requirements indicated above.

Company Name:

Signature:

Printed Name:

Title: Date:

Phone Number:

Email Address: