



Request for Competitive Proposals for Temporary Staffing Services

North St. Louis Soil and Water Conservation District
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Virginia MN 55792
218-749-2000

I. Introduction

The North St. Louis Soil and Water Conservation District (District) is issuing this Request for Competitive Proposals (RFP) to those interested and qualified to provide temporary staffing services for the District's seasonal aquatic invasive species (AIS) watercraft inspection and decontamination program in 2024. This may be extended through 2028, in one-year renewable contracts at discretion of District. Respondents are invited to submit a proposal in accordance with the instructions indicated in this RFP.

This Request for Competitive Proposals is issued in accordance with Minnesota Statutes 16c. The District reserves the right to change or modify this RFP with proper notification of interested parties.

II. Timeline

Release of RFP	November 9, 2023
RFP Questions and Clarifications Deadline	November 30, 2023 at 4:00 p.m.
Deadline for Proposals	December 7, 2023 at 4:00 p.m.
District Board meets to award contract	December 13, 2023
Anticipated Notice to Selected Respondent	December 14, 2023
Contract Effective Date	Upon execution with both parties

III. Organizational Overview

The North St. Louis Soil and Water Conservation District is a local government agency providing conservation and resource management services in the northern portion of St. Louis County – from Cotton to Canada. Its mission is to encourage sustainable use of our natural resources by engaging people in soil and water conservation in northern St. Louis County.

In addition to the AIS watercraft inspection & decontamination program, the District provides technical assistance to landowners regarding erosion control, forestry, wetlands, and/or good stewardship practices, conducts lakes and stream sampling and monitoring, provides educational information and offers cost-share assistance for project implementation. Visit our website at www.nslswcd.org to learn more.

IV. Project Overview

Seasonal Watercraft Inspection and Decontamination Program

According to MN Statutes Chapter 84D, aquatic invasive species are non-native aquatic organisms that invade water beyond their natural and historic range. They may harm economic, environmental and/or human health and can threaten our natural resources.

To minimize the impact and spread of AIS, the District implemented a watercraft inspection and decontamination program on Lake Vermilion in partnership with the Vermilion Lake Association in 2016. In 2023, inspections were conducted on 15 lakes: Bear Island, Birch, Burntside, Crane, Ely, Johnson, Lake Ore-Be-Gone (Gilbert Pit), Little Sturgeon, One Pine, Pelican, Perch, Shagawa, Sturgeon, White Iron Lakes and Lake Vermilion in St. Louis County, plus Fall, Farm, Moose, Snowbank, and Tofte Lakes in Lake County (utilizing Lake County AIS funds). We anticipate adding inspections at Eagles Nest 2 & 3, Whitewater and Whiteface Reservoir in 2024.

Most of the funding for watercraft inspections comes from St. Louis County AIS prevention funds.

In 2023, nearly 30 people were employed seasonally for more than 11,200 hours. People were able to work part-time or full-time as they wished and need allowed. Demographics ranged from college students to retirees. Most shifts are 8 to 10 hours in length from Thursday-Sunday and include summer holidays.

A grant application will be submitted to St. Louis County for AIS Prevention funds by November 17, 2023, to operate the seasonal watercraft inspection and decontamination program in 2024, and by the deadline in subsequent years. St. Louis County will make funding allocations in February 2024.

Annual grant awards are expected throughout the term of this RFP. They are subject to change at St. Louis County's discretion. *Without adequate funding, this program will cease to exist, and any contract will be null and void with no recourse.*

V. Scope of Services

The District anticipates the following scope of services for staffing of the watercraft inspection and decontamination program:

A. Project Requirements

1. Contractor shall provide high quality staffing services to the District.
2. Contract will maintain all necessary insurance requirements for the duration of the contract.
3. Contractor shall be responsible for recruiting, hiring, scheduling, disciplining, and firing temporary staff. All temporary staff will be employees of the Contractor and not the District.
4. Contractor shall agree that no temporary staff shall be appointed, promoted, demoted, removed or in any way favored or discriminated against because of race, color, religion, sex, national origin, age, disability, genetic information, marital or familial status, ancestry, political affiliation, sexual orientation, or any other characteristic protected by law. Contractor will not retaliate against whistle-blowers, or those filing an appeal, complaint or grievance.

5. Contractor will conduct a free Minnesota criminal background check in and ensure each temporary staff hired passes.
6. Contractor will promptly pay payroll, withholding and payroll taxes.
7. Contractor will comply with all employment laws governing employment in Minnesota.
8. Contractor is responsible for any and all unemployment and workers' compensation claims involving temporary staff.
9. Contractor shall schedule temporary staff for all training and shifts.
10. Contractor will provide enough temporary staff to fill all shifts (approximately 25-35 individuals). Temporary staff must attend paid training and be certified as Minnesota Department of Natural Resources (DNR) certified watercraft inspectors.
 - a. Level 1 inspectors inspect watercraft & related equipment.
 - b. Level 2 inspectors inspect watercraft & related equipment. They are also trained to decontaminate watercraft using a high pressure and hot water decontamination unit.
11. Contractor will facilitate distribution of watercraft inspection equipment and assure its return.
12. Invoices with signed and legible time sheets are required, at least bi-weekly, and are billed by lake. A worksheet summarizing each employee's hours and wages for the period is also required. The District will make payment within 35 days of receipt of invoice and timesheets.

B. Staffing Requirements

Background

The watercraft inspection & decontamination program will be under the direction of the District's AIS Program Coordinator. Watercraft inspectors are trained and certified by the DNR, and will be responsible for watercraft inspections, watercraft decontamination services, on-site surveys using a tablet, promptly uploading surveys, public education, documentation and reporting, customer service, and interaction with the public.

Level 1 inspectors have DNR authorization to inspect watercraft and deny launch. Level 2 inspectors have all Level 1 authorizations, as well as authorization to operate decontamination units to decontaminate watercraft and related equipment. The 2024 pay rates are shown on the last page.

Inspectors with prior Level 1 or Level 2 experience and a successful employment record may be re-hired. These inspectors will be paid \$0.25 per hour per year more than first-year inspectors. An additional \$0.25 per hour increase will also be added during the 4th year of employment.

Each year, the District anticipates hiring two Inspector Supervisor's to oversee all Level 1 and Level 2 Inspectors. The Supervisors will work closely with the staffing service and the AIS Program Coordinator. These positions will be hired and work directly for the District.

Minimum Qualifications of Watercraft Inspection Staff

- At least 18 years of age
- Passes a criminal background check
- Ability to pass MNDNR Level 1 or Level 2 watercraft inspector certification
- Ability to interact professionally with the public

- Ability to get to scheduled location(s)
- Available to work shifts, including weekends and holidays

Skills: Excellent oral communication skills and the ability to apply those skills when communicating with the public; ability to diffuse escalating situations, familiarity with and/or ability to quickly learn inspection protocols and/or decontamination procedures; ability to manage high boat traffic situations efficiently and effectively, possesses a helpful demeanor and presence.

Ability to: Work alone or with another; report to various worksites throughout the area; work weekends and holidays on a regular basis; exercise safe work practices at all times under varied weather conditions; perform manual labor sometimes on uneven terrain; work for extended periods of time in all weather conditions; utilize a tablet daily to conduct inspections and upload the resulting surveys on a timely basis. Level 2 inspectors need to be able to lift heavy objects weighing up to 75 pounds on a daily basis.

Physical requirements: Ability to walk and stand for long periods of time; ability to climb, bend, stoop, squat, reach and feel on a frequent basis; ability to communicate via telephone, email, internet, and in person; ability to utilize a tablet, ability to work for long hours exposed to the elements.

The typical tasks for watercraft inspectors shall include:

1. Perform detailed watercraft inspection of watercraft and related gear, as trained.
2. Identify aquatic invasive species.
3. Implement protocols to prevent the spread of AIS.
4. Assume the responsibility for the care, maintenance, and security of district tools, property and equipment.
5. Accurately record each inspection using the software and hardware provided. Electronic inspection surveys must be uploaded at the end of each shift.

Level 1 Watercraft Inspector: Required to attend and pass a MNDNR training course. Is responsible for AIS public education, watercraft inspections for, documentation and reporting of AIS. On-site surveys and collect/report new AIS infestations. Anticipate 25-35 Level 1 Inspectors to meet demand.

Level 2 Watercraft Inspector: Required to attend and pass a MNDNR decontamination training course in addition to MNDNR inspection training course. Meets the same requirements as a Level 1 and is also trained and certified to perform decontamination services using a high-pressure, hot water decontamination unit. Anticipate training 10-20 of above workers to meet demand.

Projections for 2024 are (dependent on funding & staffing availability):

- a. Level 1 inspections: 25-35 inspectors completing 8,900 inspection hours
- b. Level 2 inspections: 10-20 inspectors completing 4,200 inspection hours

C. Watercraft Inspection and Decontamination Program Timeline

Dates	Activity
Jan – April	Contractor recruits approximately 25-35 individuals to be trained as Level 1 and Level 2 watercraft inspectors.

April	Contractor schedules staff at DNR hosted trainings to train staff to become Level 1 and Level 2 watercraft inspectors. The only way to be a watercraft inspector is to attend and pass a DNR watercraft inspection training.
May-Sept	Contractor schedules staff for enhanced inspector trainings for all inspectors (hosted by the District). (about monthly).
May-Aug	Contractor recruits more people to maintain adequate level of inspectors to fill available shifts. Natural attrition happens after training (not the right job fit) and as people find other jobs or return to college.
May – Oct	Contractor schedules Level 1 staff for watercraft inspections in time for the Minnesota walleye fishing opener through mid-late October, dependent on weather. *Length of the work season will be dependent and modified according to weather conditions. Each lake is staffed based on the unique circumstances of that lake.
May – Oct	Contractor schedules Level 2 staff for watercraft decontaminations beginning in time for the Memorial Day weekend through late September – early October. *Length of the work season will be dependent and modified according to weather conditions. Each lake is staffed based on the unique circumstances of that lake.
April-Nov	Contractor handles any and all disciplinary issues. Contractor collects equipment from inspectors as they end employment. Contractor returns equipment to District at end of season. The contractor will continually work with the District to make scheduling adjustments.

D. MN Data Practices Act (Minnesota Statutes Chapter 13)

As a government entity, when the District contracts with a contractor, all of the government data collected are subject to the same classifications that are in the Data Practices Act and other state and federal laws. Because data are classified by data elements, whether data in the contractor’s hands are public, private or not public will depend on the type of data. If, for example, the data are not public at the District, the data will keep the same classification with the contractor.

Conversely, since the data maintain the same classification no matter who is maintaining the data, a contractor may not classify data as not public if the data would not be classified that way at the government entity. For instance, the names of individuals who are employed are public data at the District, a contractor cannot promise their employees that they will remain anonymous. Employee addresses are private and will remain private.

The District retains ultimate responsibility for responding to public data requests regarding this contract. Should the data request be made to the contractor, they need to refer the requestor to the District.

VI. Proposal Requirements

All proposals shall include the following information, organized as separate sections of the proposal.

A. Introduction

1. Provide name of the agency, office address, telephone, and website address.
2. Provide name(s), title, telephone number and email address for the agency’s primary contact person(s).
3. Provide a brief profile of the agency. Include the types of services offered, location of office(s) to be involved with AIS staffing, designated business hours, years of

industry experience, number of regular employees, and size of temporary staffing pool.

B. Knowledge and Experience Staffing (20 points)

1. Describe the agency's experience in performing work of a similar nature in scope and size to that solicited in this RFP.
2. Provide names, relevant experience and qualifications of key personnel who will be assigned to this project.

C. Work Plan and Methodology (20 points)

1. Provide a description of how the agency will accomplish the work and satisfy the District's objectives described in this RFP.
2. Describe strategy, procedures, and systems for recruitment, screening, interviewing, and assigning temporary staff.
3. Describe strategy and procedures for maintaining quality control, including conducting pre-employment background checks, coaching, discipline, and termination.
4. Describe how the agency will ensure there are enough inspectors to fill the shifts offered. Historically several people quit after initial training recognizing it is not a job fit; some quit mid-season as they no longer wish to work weekends or want time off before going back to college; other college students are done in early August to return to college. Historic high employment rates make less people available to work.

D. Experience Staffing MN AIS Watercraft Inspection Program(s) (20 points)

1. List and describe the agency's experience with staffing a watercraft inspection program in Minnesota.

E. Cost of Services (15 points)

1. Provide a proposed rate schedule to complete staffing needs based on the information provided. At its discretion, the District may renew the contract for services in 2025, 2026, 2027 and 2028. Please provide pricing for 2024, 2025 and 2026. Negotiations for 2025 and 2026 will determine price for those years, if offered.

F. Responsiveness to the requirements set forth in this RFP (5 points)

1. The proposal may receive up to 5 points for its overall responsiveness to the requirements.

VII. Contract

1. The Contractor will follow the SWCD contract which must contain the following clauses:
 - a. *The contractor agrees to defend, indemnify, and hold North St Louis Soil & Water Conservation District, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the contractor, or its subcontractors, partners or independent contractors*

or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the contractor or the subcontractors, partners, or independent contractors or any of their agents or employees under the agreement.

- b. Termination by the District. The District Board of Supervisors may cancel this Contract at any time, with or without cause, upon 30 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment for services satisfactorily performed.
- c. Termination for insufficient funding. The District may immediately terminate this Contract if it does not obtain aquatic invasive species prevention funding from St. Louis County; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The District is not obligated to pay for any services that are provided after notice and effective date of termination. The District must provide the Contractor notice of the lack of funding within a reasonable time of the District's receiving that notice.
- d. Insurance. At all times during the terms of this Agreement, and beyond such term when so required, Contractor shall have and keep in force Commercial General Liability, Professional Liability, Worker's Compensation and Employer's Liability Coverage. The liability limits of each are spelled out in the Request for Competitive Proposals for Temporary Staffing Services. The SWCD shall be named as an additional insured on all policies covering liability that may arise out of services provided pursuant to this Agreement.
- e. The contractor administers any government data according to the provisions of the Data Practices Act.
- f. Changes may be made to this contract including new and deleted positions annually. Costs will be negotiated at the time of change.

VIII. Insurance Requirements – The contractor must provide and maintain the following insurances at or above the amounts:

Workers' Compensation Insurance

The contractor and subcontractors, if any, must have Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability.

- a. Statutory Workers' Compensation Coverage and
- b. Coverage B – Employer's Liability with minimum limits of:
 - i. \$500,000 Bodily Injury for Disease per employee
 - ii. \$500,000 Bodily Injury for Disease policy limit
 - iii. \$500,000 Bodily Injury by Accident each accident

Automobile Liability Insurance

The contractor and any subcontractors must have insurance to cover liability arising out of the operations, use, or maintenance of all owned, non-owned and hired automobiles.

Minimum Limits of Liability:

- a. If split limits: \$1,500,000 per person/per occurrence for bodily injury and \$1,500,000 for property damage.
- b. If combined single limit: \$1,500,000
- c. Coverages required: Any Auto, All Owned Auto, Scheduled Auto, Hired Auto and Non-owned Auto

General Liability Insurance

- a. \$1,500,000 per occurrence and \$3,000,000 annual aggregate and \$3,000,000 products & completed operations aggregate.
- b. \$500,000 when the claim is one for death by wrongful act or omission and \$500,000 to any claimant in any other case.
- c. Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.
- d. Policy shall be written on an occurrence basis.
- e. *NSL SWCD shall be listed as an additional insured on a primary and non-contributory basis.*

Excess or Umbrella Liability Insurance

An excess or umbrella liability policy may be used in conjunction with primary coverage limits to meet the minimum limit requirements for each line of coverage. The policy should be written on an occurrence basis. *NSL SWCD shall be listed as an additional insured on a primary and non-contributory basis.*

Proof of Insurance: Prior to or concurrent with the execution of this contract, contractor will submit all certificates of insurance. The insurance certificates shall specifically provide that it must not be materially changed, cancelled or non-renewed during the term of this contract, except upon 60 days prior written notice to SWCD. Those types of insurance requiring the District to be listed as an additional insured shall show that.

Neither the SWCD’s failure to require or insist upon certificates nor other evidence of a variance from the specific coverage requirements amends the contractor’s responsibility to comply with the insurance specifications.

IX. Evaluation of Proposals

The District will select the respondent that can demonstrate the highest level of support by performing the requested functions in an accurate and timely manner.

The proposal will be scored utilizing the following point system:

Criteria	Possible Points
Knowledge and Experience in Staffing	20
Workplan and Methodology	20
Experience Staffing MN AIS Watercraft Inspection Program(s)	20
Cost of services	15
Responsiveness to the requirements set forth in this RFP	5
TOTAL	100

X. Submittal Procedures

A. Questions and Clarifications:

All communications concerning this RFP should be in writing and directed appropriately with the subject line “*Question – Staffing RFP*”. No verbal communications are accepted.

Administrative Questions:

Anita Provinzino, District Administrator
anita@nslswcd.org

Programmatic Questions:

Jon Utecht, AIS Program Coordinator
jon@nslswcd.org

B. Submission Guidelines

Responses to this Request for Competitive Proposals are due by **4:00 pm on Thursday, December 7, 2023**. No proposals will be accepted after this date and time.

Send the proposal as an *attachment* with the subject line “*2024 Staffing Service Proposal*” to:

Anita Provinzino, District Administrator
anita@nslswcd.org

Submitted proposals become the property of the District. Offered prices remain as stated for 90 days. The District reserves the right to reject any and all proposals and to waive any informality in any proposal or in the Request for Competitive Proposals.

The District reserves the right to award the proposal that is, in its sole judgement, the most responsive to this RFP and best meets the District’s requirements.

The District intends to issue a one-year contract. At its discretion, the District may renew the contract for services in 2025, 2026, 2027 and 2028. Please provide pricing for 2024, 2025 and 2026. If contracts are offered, pricing for 2027 & 2028 will be negotiated at that time.

Staffing Service Cost Proposal

Complete this form or develop a similar one and submit with the agency's proposal. The chart lists the hourly pay rate for each job title. Please complete the agency's proposed hourly bill rate for job title as well as the proposed hourly bill rate for each year. Include any additional costs that may be applicable, if any.

		2024	2025	2026
Job Title	Hourly Pay Rate	Hourly Bill Rate	Hourly Bill Rate	Hourly Bill Rate
Level 1 Watercraft Inspectors	\$16.00			
	\$16.25			
	\$16.50			
Level 2 Watercraft Inspectors	\$16.50			
	\$16.75			
	\$17.00			