



## 2021 Direct Credit Purchase Request for Proposal

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### General Information

The Minnesota Board of Water and Soil Resources (BWSR) and the Minnesota Department of Transportation (MnDOT) have approximately \$4 million available to purchase wetland replacement credits from established wetland banks to offset wetland impacts resulting from public road projects in Minnesota. Proposals will be accepted for wetland credits that have been approved by a local government unit under the Wetland Conservation Act (WCA) and by the U.S. Army Corps of Engineers (Corps) under the Federal Clean Water Act. Credits must either be (1) deposited in an established wetland bank account on the closing date of this request for proposal (RFP) or (2) are part of a pending request for deposit that is being reviewed by a local government unit and/or the Corps on the closing date of this RFP. Replacement credits that are currently in transfer accounts are not eligible. Similarly, replacement credits that are part of the Minnesota Agricultural Wetland Bank are not sought under this RFP unless the credits were reviewed and approved as a standard wetland bank and can be moved from an agricultural wetland bank account back into a standard banking account.

Interested wetland bank account holders should carefully read and understand the eligibility criteria, submission requirements, and evaluation criteria before submitting a proposal. Questions regarding this Direct Credit Purchase RFP should be directed to the BWSR staff identified at the end of this document.

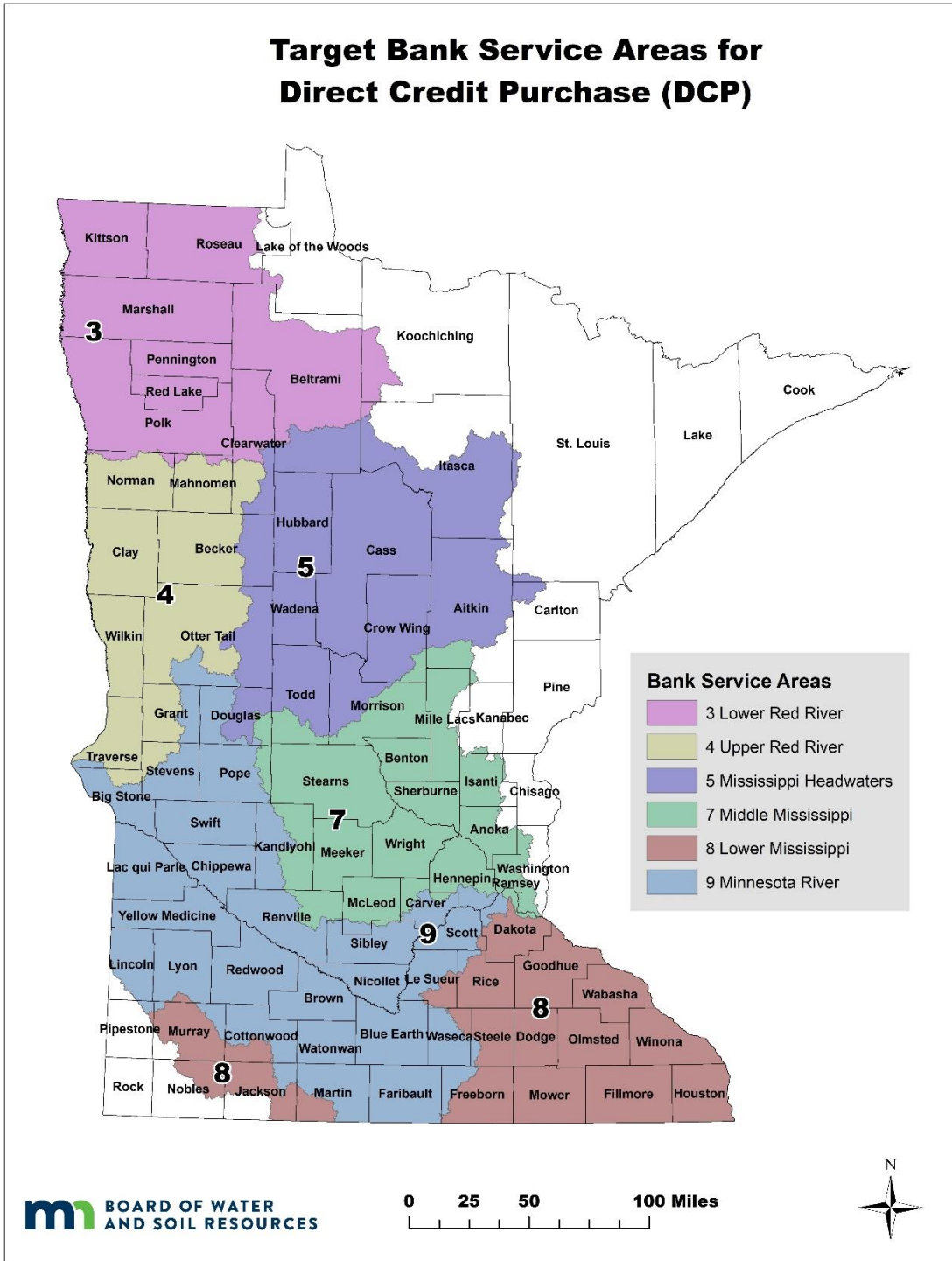
**Responses to this RFP must be received by U.S. Mail or courier in the BWSR St. Paul Office (ATTN: 2021 DCP RFP, 520 Lafayette Road North, Saint Paul, MN 55155) no later than 2:30pm Central Time, March 23, 2021. Email and faxed proposals will not be considered.**

### Bank Service Areas Where Credits Are Being Sought

The geographic areas where BWSR and/or MnDOT Wetland are seeking to purchase wetland bank credits are listed below. The location and boundaries of the bank service areas are shown in the figure on page 2. Wetland bank account holders can determine if a wetland bank is in one of these areas by reviewing their account information on the Available Wetland Credit Tool on the BWSR website or by contacting the BWSR staff identified as points of contact for this RFP.

Bank Service Area 3: Lower Red River of the North  
Bank Service Area 4: Upper Red River of the North  
Bank Service Area 5: Mississippi River Headwaters  
Bank Service Area 7: Middle Mississippi River  
Bank Service Area 8: Lower Mississippi River  
Bank Service Area 9: Minnesota River

## Target Bank Service Areas for Direct Credit Purchase (DCP)



### Wetland Credit Types and Amounts

BWSR and MnDOT are seeking proposals for the following Circular 39 wetland credit types: 2, 3, 6, 1, 4, and 7. The wetland credit types are listed in order of preference. BWSR and MnDOT are not seeking to purchase Circular 39 wetland types 5, 8, and credits designated as upland buffer under this request for proposal (RFP).

The approximate credit need in each BSA is provided in the table below. Numbers followed by a “+” indicate that the agencies may seek to acquire more than the number listed depending on price, credit availability, and purchases from other BSAs. The numbers in the table do not represent a minimum number of credits to be acquired and the agencies reserve the right to purchase more or less than the amount shown in response to the proposals received.

2021 DCP Credit Need by Bank Service Area						
	3	4	5	7	8	9
<b>Credit Need</b>	75+	60	20	20+	15+	40+

### Minimum Credit Amounts and Timing of Credit Transfers to the State

Proposals submitted in response to this RFP must offer a minimum of two wetland credits. The two-credit minimum is a total sum that can be met through multiple wetland types. Proposals that do not contain a minimum of two wetland credits from a single account will not be accepted and evaluated. In addition, all credits identified on the response form must be available for purchase and transfer to a state account in calendar year 2021.

### Evaluation Criteria

BWSR will verify that all credits identified in proposals are both state and federally approved or that the credits are currently being reviewed for deposit approval by the appropriate agencies. Once confirmed, proposals received will be evaluated based on the following criteria:

- Bank service area (geographic location);
- Price per credit;
- Amount of credits;
- Type of Credit (Circular 39 Wetland Type)

Proposals received under this credit purchase RFP will be evaluated against others from the same BSA to identify the best value for the State. It is possible that credit purchases may be done in two phases with an initial group of purchases completed in the second quarter of calendar year 2021 and a second group of purchases completed in the third quarter of calendar year 2021. To facilitate a phased approach, the application materials stipulate that per credit prices provided by the proposers remain valid for a period of 180 days from the closing date of this RFP.

### Credit Prices

This is a competitive selection process. There is no set minimum or maximum amount that the State will pay for credits, but credit price is a factor in the evaluation process. Information on previous direct credit purchase RFP results is available on the BWSR website along with annual information on reported wetland credit sales. The State’s goal with this RFP is to maximize credit acquisition with available funds in order to meet the credit demand for BWSR and MnDOT.

Respondents must include the BSA specific withdrawal fee and stewardship contribution in their price per credit proposal. If selected, the account holder will be required to pay these fees when the credit transaction is completed.

## **Obligations of Account Holders Whose Proposals are Selected**

Account holders of selected proposals will be required to enter into a legal agreement with BWSR for the purchase of wetland banking credits. The account holder will be required to complete the following:

- Prepare and execute a purchase agreement with BWSR within 30 days of notification of selection and submit the agreement to BWSR (a sample agreement is provided in Attachment C);
- Pay withdrawal fees and stewardship contribution associated with the sale of credits;
- Cooperate with BWSR to complete the transfer of credits in calendar year 2021;
- Comply with the General Requirements section of this RFP;

## **Submitting a Proposal**

Respondents must submit the proposal form when responding to this RFP along with a completed **Affidavit of Noncollusion (Attachment A)** and **Certification Regarding Lobbying (Attachment B)**. Proposals submitted must be received by U.S. Mail or courier in the BWSR St. Paul Office no later than 2:30pm Central Time, March 23, 2021. Email and faxed proposals will not be considered.

## **Schedule**

BWSR has set the following schedule as a goal for selecting proposals for the initial purchase of wetland bank credits. The number and scope of the submittals could affect the schedule.

- March 23, 2021 – end of application period
- April 2, 2021 – screening and evaluation of proposals complete
- April 12, 2021 – notification and initiation of the purchase agreement process for selected proposals

A decision regarding a supplemental purchase of credits will be made as soon as possible after the initial purchase. Proposals selected during the supplemental purchase will be notified within 180 days of the close of the application period.

## **Further Questions?**

Contact BWSR Wetland Mitigation Coordinator Tim Smith at [tim.j.smith@state.mn.us](mailto:tim.j.smith@state.mn.us) or (651) 600-7554.

## General Requirements

### **Affidavit of Noncollusion**

Each responder must complete the attached **Affidavit of Noncollusion** in **Attachment A** and include it with the response.

### **Certification Regarding Lobbying**

Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the Proposer must complete the attached **Certification Regarding Lobbying** provided as **Attachment B** and submit it as part of its proposal.

### **Sample Agreement**

You should be aware of the State's standard agreement in preparing your response. A **sample agreement** is attached for your reference (**Attachment C**). Much of the language reflected in the agreement is required. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

### **Conflicts of Interest**

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

### **Organizational Conflicts of Interest**

The Responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") 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 organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

### **Contingency Fees Prohibited**

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

## **Proposal Contents**

By submission of a proposal, Responder warrants that 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 as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

## **Responses are Nonpublic During Evaluation Process**

All materials submitted in response to this RFP will become property of the State. During the evaluation process, all information concerning the responses submitted will remain private or nonpublic and will not be disclosed to anyone whose official duties do not require such knowledge. Responses are private or nonpublic data until the completion of the evaluation process as defined by Minn. Stat. § 13.591. The completion of the evaluation process is defined as the State having completed negotiating a contract with the selected responder(s).

## **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 the State, its agents and employees, from any judgments awarded against the State in favor of the party requesting the data, and any and all costs connected with that defense.
- The State 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 the State, if applicable.

## **Conditions of Offer**

Unless otherwise approved in writing by the State, Responder's cost proposal and all terms offered in its response will remain firm for 180 days, until they are accepted or rejected by the State, or they are changed by further negotiations with the State prior to contract execution.

## **Award**

Any award that may result from this solicitation will be based upon the total accumulated points as established in the solicitation. The State reserves the right to award this solicitation to a single Responder, or to multiple Responders, whichever is in the best interest of the State, providing each Responder is in compliance with all terms and conditions of the solicitation. The State 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 the State.

## **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.