

General Information

The Minnesota Board of Water and Soil Resources (BWSR) is issuing a request for proposals (RFP) to acquire wetland credits from established wetland banks. These credits will be used to mitigate wetland impacts caused by public road projects within BSAs 5 and 9.

Proposals will be accepted for wetland credits that meet the following criteria:

- Approved by a local government unit under the Wetland Conservation Act (WCA)
- Approved by the U.S. Army Corps of Engineers (Corps) under the Federal Clean Water Act.
- Credits deposited in an established wetland bank account on the closing date of this RFP.

Credits that are currently in transfer accounts are not eligible. Similarly, credits that are part of the Minnesota Agricultural Wetland Bank are not eligible 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 wetland banking account.

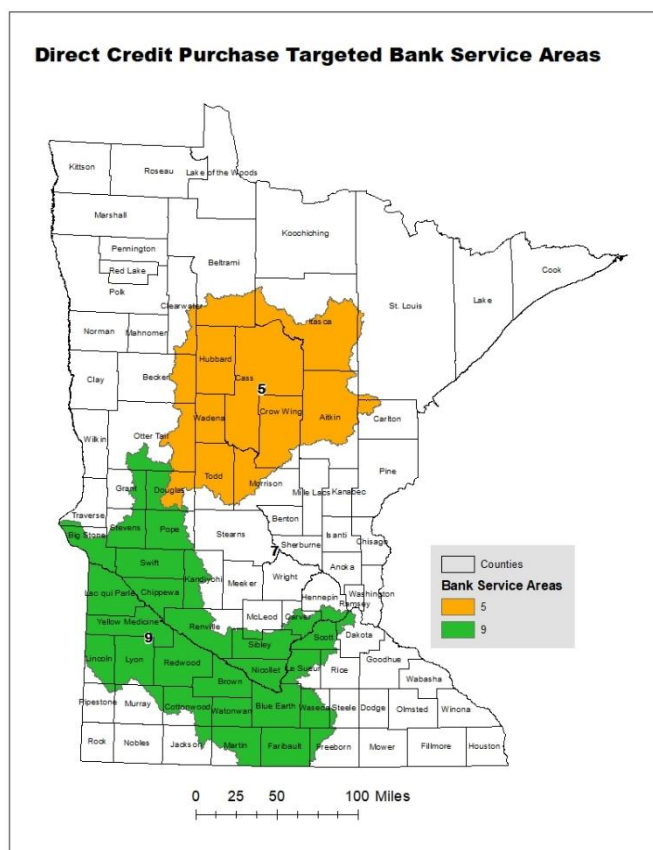
Wetland Credit Types and Amounts

Credits eligible for this RFP, which are listed in order of preference, include Circular 39 wetland credit types: 2, 3, 1, 4, 6, and 7. Circular 39 wetland types 5, 8, and credits designated as upland buffer are not eligible under this RFP.

Bank Service Area of RFP

The location and boundaries of the BSAs are shown in the adjacent figure.

Wetland bank account holders can determine if a wetland bank is in one of these BSAs by reviewing their account information on the “*Available Wetland Credit Listing*” at this location <https://bwsr.state.mn.us/wetland-bank-credits-and-fees> on the BWSR website or by contacting the BWSR staff identified as points of contact for this RFP.



Minimum Credit Amounts and Timing of Credit Transfers to the State

Proposals must offer a minimum of two wetland credits and must be available for purchase and transfer to a state account by the close of this RFP.

Evaluation Criteria

BWSR will verify that all proposed credits are both state and federally approved or that the credits are currently being reviewed for deposit by the WCA and Corps agencies. Once confirmed, proposals received will be evaluated against others from the same BSA based on the following criteria:

1. Price per credit
2. Credit amounts proposed
3. Circular 39 Wetland Type

Credit Prices

There is no set minimum or maximum amount that the State will pay for credits, however it is a competitive selection process. Information on previous direct credit purchase RFP results is available on the BWSR website.

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 Selected Account Holders

Selected account holders 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:

- Sign a purchase agreement with BWSR within 30 days of notification of selection (a sample agreement is provided in Attachment C)
- Pay withdrawal and stewardship fees associated with the sale of credits
- Comply with the General Requirements section of this RFP

Submitting a Proposal

Proposals must include the proposal form along with a completed Affidavit of Non collusion (Attachment A) and Certification Regarding Lobbying (Attachment B).

Responses to this RFP must be received no later than 4:30pm Central Time, November 13, 2025, and must be emailed to dennis.rodacker@state.mn.us with **(RFP Application)** in the subject line.

Schedule

The following schedule is set as a goal. However, the number and scope of the submittals could affect the schedule.

- November 24, 2025, evaluation and selection process completed
- December 1, 2025, notifications and initiation of purchase agreements

Further Questions?

BWSR Staff: Dennis Rodacker, Wetland Mitigation Supervisor, Dennis.rodacker@state.mn.us or (651) 666-0913.

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.