



What is it and how does it work?

Third-party projects contain formal agreements between a bank sponsor and the Minnesota Board of Water and Soil Resources (BWSR), in which the sponsor is responsible for establishing a wetland mitigation bank. A portion of the credits generated through the bank are sold to BWSR as they are deposited into the sponsor's account.

The credit price, delivery schedule, and payment structure are defined in the agreement executed between the sponsor and the State prior to acquisition of a conservation easement over the restoration site.

Key Benefits:

- Partial payment of the contract value is issued upon wetland bank plan approval and easement recording.
- Guaranteed credit sale to BWSR following subsequent credit deposits.

Bank sponsors must submit proposals on a cost-per-credit basis, reflecting BWSR's payment for both the conservation easement and site improvements necessary to generate wetland credits.

Proposal Requirements:

- Submission of a wetland bank prospectus with favorable responses from both the Wetland Conservation Act Local Government Unit (LGU) and the U.S. Army Corps of Engineers by the RFP deadline.
- The site cannot be protected by a perpetual conservation easement in favor of the State prior to execution of the agreement between the State and the landowner.
- Proposals must offer a minimum of ten credits.

Who can participate?

Any individual or entity with the legal rights or interests necessary to complete or commit to a wetland bank project may respond to this announcement. While the landowner of the proposed site is not required to be the applicant, all applicants must demonstrate sufficient legal interest or access to the property to carry out restoration activities and ensure long-term site management.

What criteria does BWSR use when evaluating projects?

Restoration projects will be evaluated using the following criteria. The percentage in parentheses is the contribution of the criterion towards the total score for the project:

1. Credit Yield (20%)
2. Technical Feasibility (20%)
3. Functional Benefit for the Watershed (10%)
4. Rare or Difficult to Replace Wetland Functions or Characteristics (10%)
5. Qualifications of the Applicant (10%)
6. Cost per Credit (30%)

Does the location of the site matter?

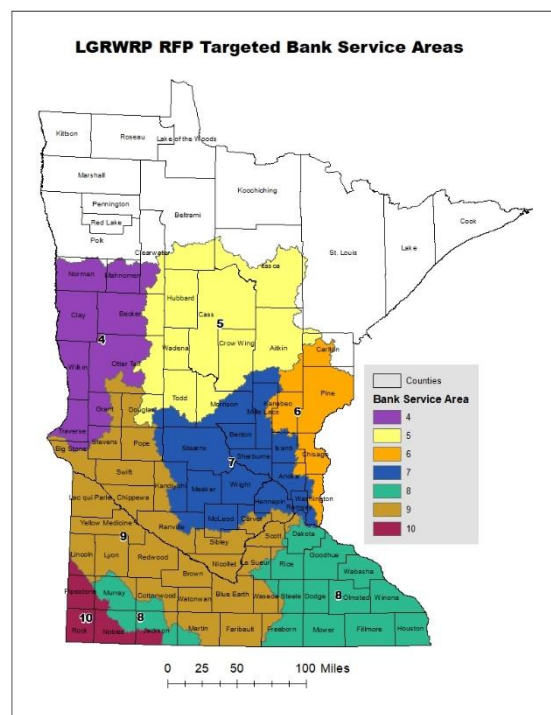
Yes, BWSR is restricting this solicitation to the following Wetland Bank Service Areas (BSAs) 4,5,6,7,8,9, and 10.

If my site is selected, what do I have to do?

BWSR will work with the applicant to draft an agreement that outlines the terms, conditions, and schedule for providing the credits. Once the agreement is signed by the State and the applicant the applicant is responsible for completing the restoration project and getting credits deposited in the State Wetland Bank in accordance with the schedule.

How do I apply?

Landowners or other entities interested can find application materials, including an applicant checklist, on the BWSR website at <https://bwsr.state.mn.us/local-government-road-wetland-replacement-program>. Specific questions about the submission requirements or the evaluation process should be directed to the BWSR staff identified below.



Applications must be received by U.S. Mail or email no later than 4:30pm Central Time **November 13, 2025**.

- U.S. Mail or courier to the following address:
Minnesota Board of Water and Soil Resources
ATTN: Dennis Rodacker
520 Lafayette Rd North
St Paul, MN 55155
- Dennis.rodacker@state.mn.us (Please put “RFP Application” in Subject line)

What is the process for project selection?

The steps in the review and selection process relevant to the landowner/applicant are provided below:

1. Applications due on or before 4:30 PM on November 13, 2025
2. Initial screening, evaluation and agency coordination of application materials November 24, 2025
3. Notification sent to applicants with projects failing technical feasibility requirements November 25, 2025
4. Notification of project selection will be provided on or before December 1, 2025

Depending on characteristics of the site and weather conditions, a field visit may take place during the review of submitted applications.

Further Questions?

Questions can be directed to the following BWSR Wetland Banking Staff

Dennis Rodacker, Wetland Mitigation Supervisor, dennis.rodacker@state.mn.us (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.

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 provide 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.