



**REQUEST FOR PROPOSALS  
FOR  
OUTDOOR HERITAGE FUND OUTCOMES  
STAKEHOLDER/TECHNICAL WORKGROUP  
FACILATION AND RECOMMENDATION REPORTING**

**LESSARD-SAMS OUTDOOR HERITAGE COUNCIL  
MINNESOTA LEGISLATURE**

January 23, 2017

# REQUEST FOR PROPOSALS

## OUTCOMES WORKGROUP CREATION, FACILITATION, AND REPORTING

- Solicitor:** Lessard-Sams Outdoor Heritage Council
- Deadline for Receipt of Proposals** Proposals must be received by the LSOHC by **4:00 pm on Friday, February 17, 2017**. Late applications may not be accepted.
- Proposal method:** Proposals may be submitted in writing, by fax or electronically by email (electronic submission preferred).
- Deliver Proposals to:** Lessard-Sams Outdoor Heritage Council  
Attn: Joe Pavelko  
100 Rev Dr. Martin Luther King Jr. Blvd  
State Office Building, Room 95  
Saint Paul, Minnesota 55155  
Fax: (651) 297-3697  
Email: joe.pavelko@lsohc.leg.mn
- Contact Person:** Joe Pavelko  
Assistant Director  
Lessard-Sams Outdoor Heritage Council  
100 Rev Dr. Martin Luther King Jr. Blvd  
State Office Building, Room 95  
Saint Paul, Minnesota 55155  
Phone: (651) 297-7142  
Fax: (651) 297-3697  
Email: joe.pavelko@lsohc.leg.mn
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General Terms and Conditions, Page 8

# **SPECIFICATIONS**

## **OUTCOMES DEVELOPMENT, ANALYSIS, AND REPORTING**

### **INTRODUCTION**

The [Lessard-Sams Outdoor Heritage Council](#) (LSOHC) is requesting proposals from a responsible bidder to facilitate a stakeholder process to identify and recommend appropriate outcome metrics to enable measurement and reporting on the outcomes resulting from the statewide expenditure of the Outdoor Heritage Fund (OHF). The results from this process will be utilized to develop a subsequent RFP to then calculate and report the desired outcomes.

The Outdoor Heritage Fund is one of four funds that was created by the passage of the Clean Water, Land and Legacy Amendment in 2008. Thirty-three percent of sales tax revenue from the Legacy amendment is distributed to the Outdoor Heritage Fund. As directed by Minnesota Statutes, section 97A.056, the LSOHC was formed to provide funding recommendations to the Legislature from the OHF. OHF monies must only be spent to, “restore, protect, and enhance wetlands, prairies, forest and habitat for fish, game, and wildlife.”

State statute required the development of a 10-year plan and 25-year framework ([http://www.lsohc.leg.mn/25yr\\_plan/FINAL\\_25\\_Year\\_Framework.pdf](http://www.lsohc.leg.mn/25yr_plan/FINAL_25_Year_Framework.pdf)) to capture the mission, vision, core strategies, and what could be accomplished through fund expenditures over the life of the amendment. The plan and framework document was developed and informed by conservation professionals from a variety of sectors and was presented to the Legislative Coordinating Commission in December 2010.

OHF monies are a significant, long-term investment in the future of Minnesota with approximately \$80 million available for appropriation by the legislature annually. Since 2010, the LSOHC has been consistently measuring several key outputs such as dollars spent, acres acquired, and acres restored. While these are important metrics, stakeholders are highly interested in understanding, in a more comprehensive way, how these important funds are making a difference in Minnesota. Minnesotans also need to understand the environmental, social, and economic outcomes of OHF activities. Hence, the focus of this RFP being to facilitate a stakeholder process to identify and recommend appropriate outcome metrics to enable measurement and reporting on outcomes resulting from the statewide expenditure of the OHF.

### **COORDINATION**

This project will be coordinated by the [LSOHC](#) staff.

### **FUNDING**

Project funding is provided through the [LSOHC](#) with OHF monies.

## **SCHEDULE**

January 23, 2017	Release RFP
January 30, 2017	Bidder question submittals due
February 3, 2017	Answers to questions posted to <a href="http://www.lsohc.leg.mn">www.lsohc.leg.mn</a>
February 17, 2017	Proposals Due by 4:00 PM
February 22, 2017	Finalists contacted to schedule interviews, if required
February 28, 2017	Contract Award
June 29, 2017	Project End Date, Final report delivered to LSOHC

## **PROJECT SUMMARY**

In its eighth year of funding, over \$730 million in Outdoor Heritage Funding (OHF) has been recommended for appropriation by the Lessard-Sams Outdoor Heritage Council (LSOHC) for on-the-ground, conservation focused, science based programs in Minnesota that ensure measurable, long-lasting impacts on fish, game, and wildlife habitat. The resulting accomplishments and outputs from this constitutionally restricted funding have consistently been measured in terms of acres and dollars (acres acquired, number of shoreline feet protected, and wetland acres restored, dollars spent, etc.) and have been reported via an online program management system. While these metrics are an important measure of outputs, the LSOHC is interested in further reporting on the outcomes of these expenditures and demonstrating the public benefits in a transparent and much more comprehensive manner to the citizens of Minnesota.

The Lessard-Sams Outdoor Heritage Council is requesting proposals for the development of a report that contains recommendations on how the LSOHC should communicate outcomes of OHF expenditures. The report should include recommended frequency, format, outline, and key considerations for reporting outcome metrics. In order to develop these recommendations, the selected consultant will create, manage, and facilitate a stakeholder process that includes both a professional/Technical group as well as a work group, as described below, to identify and recommend appropriate outcome metrics to enable measurement and reporting on the outcomes resulting from the expenditure of the OHF. The statewide OHF-funded outcome metrics will relate primarily to wildlife benefits and secondarily to areas of economic, ecological, and social benefits.

The LSOHC defines outputs and outcomes as follows:

- Output:** What is produced. Specific products resulting from activities. Outputs can be described as the volume of work achieved, e.g., acres acquired, shore land protected, acres enhanced.
- Outcome:** What results. Benefits to wildlife, natural resources, and people resulting, directly or indirectly, from outputs. They typically relate to changes in behavior, attitudes, knowledge, skills, satisfaction or conditions and quality e.g., healthy lands and waters, higher angler satisfaction, wildlife population levels, desirable catch rates and fish sizes.

## **PROFESSIONAL/TECHNICAL STAKEHOLDER WORKGROUP**

### **Principles**

1. The outcome metrics that are developed through the process will support accountability to the Minnesota Legislature and the public.
2. The outcome metrics that are developed through the process can provide useful information for the Lessard-Sams Outdoor Heritage Council (“the Council”) and the Legislature to consider when developing funding priorities.
3. The outcome metrics that are developed through the process will address primarily impacts to fish, game, and wildlife habitat and secondarily on economic, ecological, and social impacts.
4. The outcome metrics that are developed through the process will drive innovation in methods of evaluation.
5. A single process will account for both technical and political considerations.
  - a. The Council will be engaged throughout the process and will not be surprised by the outcomes proposed by the project work group(s).
  - b. Past, current, and/or future funding recipients will be engaged in a way that does not allow them to disproportionately influence future funding allocations.
  - c. Technical experts will be engaged to provide information on the current feasibility and scientific accuracy of using different outcome metrics.
  - d. Technical experts will be engaged in such a way that ecological, social, and economic expertise is utilized without asking experts to make decisions or set priorities on things that are outside of their field.

## **WORK GROUP**

The Work Group would be the consensus building body of the process and would be the group to collaboratively define and defend the recommended outcome metrics for approval by the LSOHC.

The workgroup:

1. Should include independent experts, fund recipients, and key stakeholders.
2. Members should be selected in order to balance across relevant expertise and political interests.
3. The Council would provide approximately three liaisons to the Work Group to observe and participate in discussions, as needed, in order to ensure that the process is guided by the needs and vision of the Council.

## **OUTCOME RECOMMENDATIONS**

The recommendations from the workgroup should take into account numerous aspects of potential outcomes including, but not limited to (in no specific order):

1. Availability of data/model
2. Understandable to general audiences
3. Scientific accuracy
4. Ease of obtaining data
5. Ease of replication

6. Comprehensiveness
7. Geography

### **REPORT REQUIREMENTS**

The contractor will provide a final report to the Council with the workgroup's recommendations. The recommendations should be presented in a clear and concise manner. The report should include recommendations on frequency, format, outline, methods, and well as potential costs, etc. The report should provide LOSHC with clear direction on next steps so that a subsequent RFP can be published for OHF outcome generation and reporting. The report should also point out voids or weaknesses in the recommendations along with advisable corrections and/or effort towards strengthening future outcome generation and reporting.

### **PRESENTATIONS/MEETINGS**

The LOSHC would like the final report presented at the June 29, 2017 LOSHC meeting. However, proposers should offer an alternative timeline if desired. The contractor may be required to attend and present at additional LOSHC or legislative committee meetings.

### **BUDGET**

Responses to this RFP shall include a financial budget proposal to complete the project as outlined above. The budget should also include a separate cost estimate for potential added attendance/presentations beyond July 1, 2017 to LOSHC or legislative committees meetings.

### **QUESTIONS REGARDING THE PROPOSAL**

All questions regarding the proposal are to be submitted in writing by **4:00 pm on Monday, January 30, 2017**. Phone call questions will not be accepted. A compiled list of questions received and responses to inquires will be posted to <http://www.lsohc.leg.mn/> no later than **4:00 pm Friday, February 3, 2017**. Questions are to be submitted to:

Joe Pavelko  
Lessard-Sams Outdoor Heritage Council  
100 Rev Dr. Martin Luther King Jr. Blvd  
State Office Building, Room 95  
Saint Paul, Minnesota 55155  
Phone: (651) 297-7142  
Fax: (651) 297-3697  
Email: [joe.pavelko@lsohc.leg.mn](mailto:joe.pavelko@lsohc.leg.mn)

### **CONTENTS OF PROPOSAL**

Submitted proposals must include the following:

- a. Work plan outlining proposed process (methodology) for each of the tasks.
- b. Description of the Contractor's knowledge and experience in providing similar services.

- c. Description of the Contractor's familiarity with the Outdoor Heritage Fund (OHF), wildlife habitat / conservation data analysis, and wildlife / conservation GIS analysis.
- d. Overall cost proposal including procurement of specified task items, consultant fees/rates, travel, report generation, any associated sales tax if applicable, and all other costs associated with conducting and completing the project.
- e. Professional credentials of principal representatives of the firm/team that will be coordinating the project.
- f. Contact information for a minimum of three reference organizations to which the Contractor has provided similar services in the past. The LSOHC may contact the references to verify the extent and the quality of services provided.
- g. Address all other matters required by the specifications to be in the proposal.
- h. Additional services or enhancements that the Contractor may deem necessary or desirable.

### **SELECTION PROCESS AND CONDITIONS**

The LSOHC, with assistance from the Legislative Coordinating Commission (LCC), will select the contract recipient on the basis of price and quality. Quality includes the appropriateness of the proposed work plan, the relevant qualifications of the personnel to be assigned to the work, and the likelihood that the Contractor will complete the work in a timely fashion. All work product materials and observation reports prepared by the contractor in the performance of its obligations under the contract must be remitted to the LSOHC upon completion or termination of the agreement at no additional cost.

The LSOHC and the LCC reserve the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LSOHC and the LCC will not necessarily select the proposal that offers the lowest price; the LSOHC and the LCC reserves the right to consider price, quality, reliability, convenience, and any other factors that it deems relevant. General terms and conditions specified in this Request for Proposals beginning on page 8 must be included in the contract.

### **PROPOSAL DUE DATE**

Proposals must be received by the LSOHC by **4:00 p.m. Friday, February 17, 2017**. Electronic submission is encouraged. Faxed proposals may be submitted to 651-297-3697. Electronic documents can be e-mailed to the address below. Proposals are to be submitted to:

Joe Pavelko  
Lessard-Sams Outdoor Heritage Council  
100 Rev Dr. Martin Luther King Jr. Blvd  
State Office Building, Room 95  
Saint Paul, Minnesota 55155  
Fax: (651) 297-3697  
Email: [joe.pavelko@lsohc.leg.mn](mailto:joe.pavelko@lsohc.leg.mn)

Proposals must be received by the specified deadline. Late submissions may not be accepted. All expenses incurred in responding to this request for proposals shall be borne by the responder.

**GENERAL TERMS AND CONDITIONS**

“LSOHC” means the Lessard-Sams Outdoor Heritage Council. “LCC” means the Minnesota Legislative Coordinating Commission. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LSOHC is the Chair of the LSOHC or the Executive Director of the LSOHC and authorized agent for the LCC is the Chair of the LCC or the Director of the LCC.

**A.** The LSOHC and the LCC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

**B.** Proposals will be received and considered in accordance with Minnesota Statutes 2013, Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 12, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a resolicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

**C.** The LSOHC and the LCC reserves the right to require a consultant to make an oral presentation of its proposal to the LSOHC or the LCC to permit a better understanding of the specifics of a consultant’s proposal.

**D.** The LSOHC and the LCC are not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

**E.** Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LSOHC’s and the LCC’s authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

**F.** All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

**181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR PROHIBITED IN CONTRACT.**

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**G.** In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LSOHC and LCC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

**H.** If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

- (a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract

resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LCC upon request.

**I.** As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LSOHC and LCC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

**J.** The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LSOHC or the LCC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LSOHC and the LCC and must be remitted to the LSOHC and the LCC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LSOHC and the LCC.

**K.** Work must begin within the timeframe set in the signed contract between the LSOHC, LCC, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

**L.** This contract may be terminated by the LSOHC and the LCC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LSOHC and the LCC determines that termination is in the interest of the LSOHC and the LCC. The LSOHC and the LCC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.