



**REQUEST FOR PROPOSALS
FOR
OUTDOOR HERITAGE FUND
OUTCOMES ANALYSIS, MEASUREMENT, AND
REPORTING**

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

Tuesday, October 9, 2018

REQUEST FOR PROPOSALS

OUTCOMES ANALYSIS, MEASUREMENT, 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, November 9, 2018**. 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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SPECIFICATIONS

OUTCOMES ANALYSIS, MEASUREMENT AND REPORTING

INTRODUCTION

The [Lessard-Sams Outdoor Heritage Council](#) (LSOHC) is requesting proposals from a responsible bidder to undertake a process to cumulatively identify, measure, quantify and report appropriate outcomes resulting from the statewide expenditure of the Outdoor Heritage Fund (OHF). The results from this process should be combined into a report that includes the defined and measured primary and secondary calculated outcomes.

The OHF 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 OHF. 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) 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 (LCC) in December 2010.

OHF monies are a significant, long-term investment in the future of Minnesota with approximately \$100 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, acres restored, and miles or feet of shoreline restored. While these are important metrics, stakeholders are highly interested in understanding, in a more comprehensive way, how these 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 is to undertake a process to analyze and report appropriate cumulative outcomes resulting from the statewide expenditure of the OHF.

This process will build upon an initial outcomes exercise undertaken by the Council that culminated in 2017. Performed by the Environmental Initiative as “A process to Define Outcomes and Impacts,” this first phase of the endeavor engaged a work group of representatives from 13 stakeholder groups/agencies to develop recommended outcome metrics that support the demonstration of public benefit and accountability from the use of OHF monies. The resulting report is viewable online at [Minnesota Outdoor Heritage Fund: A Process to Define Outcomes and Impacts](#) and a report summary is viewable at [Summary Project Results and Recommendations](#).

COORDINATION

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

FUNDING

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

SCHEDULE

October 9, 2018	Release RFP
October 19, 2018	Bidder question submittals due
October 23, 2018	Answers to questions posted to www.lsohc.leg.mn
November 9, 2018	Proposals Due by 4:00 PM
November 16, 2018	Finalists contacted to schedule interviews, if required
December 7, 2018	Contract Award
December 5, 2019	Project End Date
December 10, 2019	Final report delivered to LSOHC

PROJECT SUMMARY

In its tenth year of funding (2009-2018), over \$960 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, wetland acres restored, dollars spent, public grassland acres enhanced, 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 to analyze, quantify, and develop a comprehensive report of appropriate cumulative outcomes resulting from the statewide expenditure of the OHF monies. The report should include primary and secondary outcome measurements, describe how outcomes are measured, and identify characteristics as well as strengths and weaknesses of outcomes analysis within each of Minnesota's five ecological regions (Northern Forest, Forest/Prairie Transition, Prairie, Metropolitan Urbanizing Area, Southeast Forest).

This project could be accomplished by a contractor or conceivably by utilizing skills of a post-doctorate student/team to execute the project in consultation with appropriate supervisory personnel of the contractor. It is further anticipated that this project will actively collaborate with natural resource professionals/stakeholders from governmental agencies, academia, nongovernmental conservation organizations, LSOHC staff, and others as appropriate. 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, increased habitat diversity, etc.

PROCESS PRINCIPLES

1. The outcome measures and report that are developed through the process will support accountability to the Minnesota Legislature and the public.
2. The outcome measures and report that are developed through the process can provide useful information for the LSOHC and the Legislature to consider when developing funding priorities.
3. The outcome measures and report that are developed through the process will address primarily impacts to fish, game, wildlife, and habitat and secondarily impacts to economic, ecological, and social impacts.
4. The outcome measures and report process that is developed through the process will guide future identification, measurement, and innovation in methods of evaluation.

COLLABORATIONS

The successful bidder will be expected to work collaboratively with independent experts, fund recipients, key stakeholders, and LSOHC staff.

OUTCOME QUANTIFICATION & MEASURES

The report from this process should take into account numerous aspects of potential outcomes and their measurement 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
8. Areas lacking data (topical and geographic)
9. Identification of potential outcomes that would be desirable for future inclusion

REPORT REQUIREMENTS

The contractor will provide a final report to the Council. The report should be presented in a clear and concise manner. The report should include quantification and measurement of primary and secondary outcomes as well as the process format and outline, methods, difficulties encountered, stakeholders and advisors engaged, etc. The report should provide LOSHC with clear view of currently quantifiable and measurable outcomes as well as suggestions of direction for next steps toward subsequent data needs, focus, etc. toward subsequent periodic update processes. The report should also point out voids or weaknesses in the process 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 December 10, 2019 meeting of the Council. 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 December 10, 2019 to LOSHC or legislative committee meetings.

QUESTIONS REGARDING THE PROPOSAL

All questions regarding the proposal are to be submitted in writing by **4:00 pm on Friday, October 19, 2018**. 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 Tuesday, October 23, 2018**. 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

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 OHF, wildlife habitat / conservation data analysis, wildlife / conservation GIS analysis, and other beneficial familiarity as deemed pertinent.
- 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 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, November 9, 2018**. Electronic submission is encouraged and preferred. 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

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 that 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.