



**REQUEST FOR QUALIFICATIONS
For**

Land Conservation Program Services
Dakota County Environmental Resources Department

Release Date: January 6, 2022

Statement of Qualifications Due Date: February 4, 2022

Dakota County Environmental Resources Department
Western Service Center
14955 Galaxie Avenue
Apple Valley, MN 55124

For additional information please contact:

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INTRODUCTION AND PROGRAM DESCRIPTION

A. Background

Dakota County land conservation efforts have expanded during the past 20 years. Initially focused on acquisition of permanent conservation easements and land, now, the Land Conservation Program includes restoration activities, and management and maintenance of restored areas on protected land.

Using a \$20M open space bond referendum, approved by County voters in 2002, the County acquired permanent easements on private land from voluntary participants and provided funding to acquire fee title to protect land now managed by other public entities. There are four, primary components to the Dakota County land conservation vision: County and regional parks, regional greenways, park conservation areas, and voluntary, permanent natural area and agricultural conservation easements. These components often overlap and are integrated into the overall open space system. To date, over 11,900 acres of land, outside the County parks and trails system, is permanently protected through the County's land conservation initiatives.

A new Land Conservation Plan for Dakota County (Plan) was approved in November 2020, and refocuses County and leveraged resources toward continuing to protect natural areas, but also emphasizes wetland restoration projects, and projects that retain more water on the land. It has been several years since a RFQ for Natural Resource Services was issued by Land Conservation staff; it's time to update the list of qualified contractors that can assist the County with natural resource-related activities.

B. Program Description

The natural resource services for which Dakota County is seeking assistance are briefly described here:

Conservation Focus Area Analyses

For more than 18 years, Dakota County land conservation priorities have evolved to reflect concerns related to surface and groundwater quality, groundwater recharge, climate resilience, non-native invasive species, the loss of native species diversity, and the loss of habitat and rich farmland to development. Changes to external funding have contributed to a greater emphasis on improving Countywide environmental quality, but with less emphasis on protecting working farmland.

Additional protection opportunities for Dakota County and its partners include:

1. Unprotected natural areas and representative landscapes of Dakota County
2. Connecting corridors between natural areas
3. Natural area buffers to improve ecological functions and habitat quality
4. Wetlands for surface and groundwater quality
5. Source-water protection and groundwater recharge areas

Refined priority areas for the Plan were developed through Geographic Information Systems (GIS) analysis of:

1. Surface water and hydrology
2. Presence of larger drained wetland basins
3. Public and private protected lands, and existing land cover
4. Natural resource quality and upland restoration potential
5. Natural area connectivity
6. Land ownership

These factors were used to identify 35 preliminary Conservation Focus Areas (CFAs) throughout the County. The CFAs encompass 80,200 acres, of which approximately 34,000 acres are permanently protected. County staff needs additional detailed information to refine each of the CFAs for protection and restoration activities. County staff is producing CFA Summary Sheets that provide basic information about each CFA, but lack detail in terms of existing groundcover, ecological health, and focused restoration opportunities. A copy of a sample summary sheet is included as Attachment F.

Ecological Assessments

An on-site assessment will, at a minimum: inventory species diversity (vegetation and wildlife), overall ecological health of a proposed acquisition area, and restoration potential. A general A-F grade scale will be provided by the County. An assessment would be required at the beginning of the acquisition process, as part of the scoring and ranking evaluation of project applications. See Attachment G.

Property Reports

A Property Report (PR) is prepared for each conservation easement. The purpose of a PR is to provide baseline documentation of the condition of the land area within the conservation easement (Protected

Property) at the time the easement is conveyed/sold by the landowner to Dakota County. The PR becomes the basis for evaluating the condition of the Protected Property over time. The PR is not updated unless significant natural disasters or other major occurrences trigger a need to revise the PR to document significantly altered conditions for ongoing monitoring purposes. A qualified firm will be asked to prepare the PR along with a Natural Resource Management Plan (NRMP – described next), because it is essentially an executive summary of the site evaluation portion of an NRMP. The PR can be drafted at the same time as the NRMP, but the contractor should anticipate time needed to photo-document the Protected Property as close to County acquisition as possible. County staff will work with the contractor to schedule the photographic documentation part of the PR.

The natural characteristics, ecological and aesthetic features, physical condition, present uses, and conservation values are documented in the Property Report, which includes appropriate reports, maps, photographs, and other needed information. The PR includes the status of existing roads, trails, fences, utility systems, small structures, stormwater conveyance, points of access, types of motorized use, other allowable uses that would otherwise be restricted by the easement, and the current or allowable location of signs. The PR also records special or unusual geographic or geologic features, waterways and other water features, and basic vegetation or land cover descriptions. See Attachment H – Property Report Table of Contents example for specific elements of the PR.

Natural Resource Management Plans

The County’s conservation easement deed requires a Natural Resource Management Plan (NRMP) that provides: an assessment of the natural resource condition of the Protected Property; management needs, issues, recommendations, and priorities; cost estimates for recommended restoration and maintenance efforts; and a proposed timeline for restoration activities. The NRMP is prepared jointly with landowners, revisited every five years, and updated as necessary. The NRMP is developed during the acquisition process, prior to closing, so County staff can present acquisition, restoration, and maintenance cost estimates to the County Board for project approval.

The County developed and uses a NRMP template. County staff manages and initially completes basic information for portions of the template, thereby allowing contractors to focus their expertise on: natural resource assessments; appropriate research, information and data gathering, compilation and synthesis; developing restoration, management and maintenance strategies; and developing cost and schedule estimates for implementing restoration, management and maintenance activities. The tasks/activities listed in a 5-Year Work Plan in the NRMP will be specific enough to be used in a Request for Proposal. See Attachment I: NRMP Table of Contents example. The Contractor’s role is to provide data for the areas marked “Contractor.”

Implement Natural Resource Management Plans

NRMPs are accompanied by required, jointly developed Management Agreements (MAs) between the County and the landowner. The MA reflects agreed on restoration, management and maintenance activities listed in the 5-Year Work Plan developed in the NRMP. The MA records mutual tasks, responsibilities, shared costs, and timelines. The activities in the NRMP/MA can include: streambank restoration design and installation, invasive species removal, seeding, prescribed burns, spraying, forestry mowing, tree removal, and many other activities for which contractors are needed to assist. Through requests for proposals, contractors will be asked to submit proposals to perform the restoration activities listed in the MA. See Attachment J for an example MA Work Plan of restoration activities.

Annual Easement Monitoring Inspections and Reports

Through a contractor, Dakota County completes an annual monitoring inspection and report for each natural area conservation easement. There are currently 47 natural area easements, ranging from 2 to 163 acres in size that must be thoroughly inspected each year to ensure compliance with easement requirements and restrictions. A report form is provided by the County that must be completed, with photographic documentation of new and ongoing changes, as needed. See Attachment K for the Monitoring Report Template.

SCOPE OF SERVICES

Dakota County is requesting a Statement of Qualifications (SOQ) for the preparation/completion of Conservation Focus Areas (CFAs) Analyses; Ecological Assessments; Property Reports; Natural Resource Management Plans (NRMPs); Implementing Natural Resource Management Plans; and Annual Monitoring Inspections and Reports. The SOQ need only include the services for which a contractor is interested in preparing/completing for the County. The term “contractor” will be used throughout this RFQ to refer to individuals and companies.

STATEMENT OF QUALIFICATIONS

Please review the following instructions and attachments.

Submitted SOQs must include, at a minimum, the following two sections:

Section 1: General Information and Qualifications (maximum six pages, including letter of interest)

This section should include a letter of interest or transmittal. The SOQ must be submitted on official business letterhead. All SOQs shall bear the official seal of the contractor, if applicable, along with the signature of a duly authorized officer. The letter's purpose is to transmit the SOQ and must identify all materials and enclosures being forwarded collectively as a response to this RFQ.

At a minimum the SOQ Section 1 response must include the following, relative to services of interest:

1. Identification of the offering contractor(s), including name, mailing address, telephone number, email address of the contractor(s).
2. Acknowledgement of receipt of the RFQ addenda, if any.
3. Name, title, mailing address, telephone number, and email address of the contact person for the County evaluation of the SOQ.
4. A statement to the effect that the SOQ shall remain valid for a period of not less than 120 days from the date of submittal.
5. Introduction to the contractor that provides a brief company history and organizational structure.
6. Staff organization of the contractor that provides a chart/list of the team members/key personnel, their individual qualifications to provide the scope of services requested by this RFQ, and area(s) of responsibility. If appropriate, provide subcontractor company name, mailing address, contact person, email address, and telephone number.
7. Qualifications and experience for similar projects undertaken by the contractor within the last five (5) years. For each project, provide the name, email address and telephone number of a contact person currently available, who is familiar with contractor's performance on each project listed. Work project descriptions, if included, may not exceed one-page each.
8. Work Plan demonstrating the contractor's understanding of the RFQ and a clear description of the methods or processes to be used to complete each service area listed in Section 2.
9. Any conflicts of interest or potential conflict of interest the contractor may have in performing the services listed in Section 2 of this RFQ.
10. List any exceptions and deviations to the requirement of this RFQ. Please segregate exceptions and deviations as a separate element of the SOQ under the heading "Exceptions and Deviations."
11. Attachments A and C set forth the Dakota County Standard Assurances and Contract Terms and Conditions. The SOQ should indicate the contractor's willingness to agree to the contract terms and conditions.
12. Attachment B sets forth the Dakota County insurance requirements. The SOQ should indicate the contractor's ability to provide the level of insurance required to work with Dakota County.

Note: Section 1 may not exceed six pages, including the letter of interest.

Section 2: Service Area Qualifications

The second section should provide a summary of your qualifications, unique expertise, and fees in each of the following service areas you wish to be considered for future work. Each service area qualification narrative may not exceed one (1) page.

1. Conservation Focus Area Analyses
2. Ecological Assessments (vegetation and wildlife)
3. Prepare Property Reports

4. Prepare Natural Resource Management Plans
5. Implement Natural Resources Management Plans (example activities listed beginning on page 6)
6. Annual Easement Monitoring and Reports

Provide current fees and costs in the following two tables to indicate your interest in performing the various types of work listed. The tables will assist Dakota County staff in gauging interest and potential costs for proposed work, and in ultimately choosing contractors to receive requests for proposals for future work.

RFQ Tasks	Hourly Rate for Principal/Crew Leader	Estimated # of Hours	Hourly Rate for Support	Estimated # of Hours	Total Estimated # of Hours
CONSERVATION FOCUS AREA ANALYSES					
Conduct One Area Analysis					
Conduct Multiple Area Analyses					
ECOLOGICAL ASSESSMENTS					
Conduct One Ecological Assessment					
PREPARE PROPERTY REPORTS					
Prepare One Property Report					
PREPARE NATURAL RESOURCE MANAGEMENT PLANS					
Prepare One NRMP					
IMPLEMENT NATURAL RESOURCE MANAGEMENT PLANS (Use Table of Page 5)					
ANNUAL EASEMENT MONITORING AND REPORTS					
Complete 35 to 47 Inspections/Reports					
Other Fees					
Mileage Fees				Rate:	
Other Associated Fees (List)				Rate:	

Detailed RFP Task and Acre Examples (may add other appropriate examples)	Hourly Rate for Principal/Crew Leader	Estimated # of Hours	Hourly Rate for Crew x #	Estimated # of Hours for Crew	Total Estimated Staff Cost	Estimated Material/Equipment Cost
Project Management			----	----		
Mechanical Removal of Buckthorn (10 acres)						
Chemical Spraying Reed Canary Grass in a Riparian Area (5 Acres)						
Converting smooth brome field to native prairie (10 acres)						
Prescribed burn of existing native prairie (20 acres)						
Installing cedar revetments on streambank (100 feet)						
Assessing/surveying natural resources and/or wildlife						
Wetland restoration (10 acres)						
Streambank restoration design						
Installing cedar revetments on streambank (100 feet)						
Forestry Mowing (10 acres)						
Tree Removal (30 trees)						

STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTALS

Dakota County Land Conservation staff will review submittals and determine which contractors are best qualified in each area listed in the two tables. Those contractors qualified in each service area will be placed in a pool of contractors for calendar years 2022 through 2025. Land Conservation staff will issue a Request for Proposals (RFP) to appropriate pool contractors as needed. Contracts will be awarded based on the best contractor, relative to the work needed, and the overall value to the County. Awarded work may be project management, professional services, labor and materials, or a combination of services.

Dakota County Land Conservation staff reserves the right to reject any or all SOQs, and otherwise take such action deemed in the best interest of the Land Conservation Program.

Dakota County Staff Responsibilities

- Distribute RFQ
- Respond to contractor questions received, per the schedule, by the schedule date (page 11)
- Use specified criteria to review SOQs
- Notify contractors of contractor pool decisions by the schedule date (page 11)
- Notify contractors of schedule delays

Contractor Responsibilities

- Indicate intent to respond to RFQ by January 14, 2022
- Submit RFQ questions per the schedule date (page 11)
- Submit complete SOQ, per RFQ specifications, by the schedule date (page 11)
- Respond in a timely manner to additional questions about or requests for information

GENERAL INSTRUCTIONS FOR CONTRACTOR

A. Contact Person

The Contractor's sole point of contact for this RFQ is:

Lisa West, Senior Project Manager
Dakota County Environmental Resources Department
14955 Galaxie Avenue
Apple Valley, MN 55124
lisa.west@co.dakota.mn.us
Phone: 952-891-7018
Fax: 952-891-7588

B. Questions

Questions regarding this RFQ must be submitted by email to Lisa West and must be received no later than January 21, 2022. Questions will be answered by Lisa no later than January 27, 2022. Lisa will be out of the office from January 7-18, 2022, returning on January 19, 2022. **Do not forward RFQ questions to any other County staff during Lisa's absence**; she will address your questions when she returns to work.

C. Addenda/Clarifications

Any revisions or modifications to the RFQ will be made by County staff in writing and emailed to all contractors that have conveyed an intent to submit a proposal by January 14, 2022. No verbal modification will be binding.

D. Examination of Qualifications Documents

By submitting an SOQ, the Contractor represents that it has thoroughly examined and become familiar with the work required under this RFQ and that it is capable of performing quality work to achieve the objectives of this RFQ.

E. Pre-Contractual Expenses

Pre-contractual expenses are expenses incurred by the Contractor in: 1) preparing its SOQ in response to this RFQ; 2) submitting an SOQ to the County; or 3) any other expenses incurred by the Contractor prior to the date of execution of a contract. The County will not, in any event, be liable for any pre-contractual expenses incurred by a Contractor in the preparation of its SOQ. A Contractor will not include any such expenses as part of its SOQ.

F. Contract Award

Issuance of this RFQ and receipt of SOQs does not commit Dakota County to award a contract. Dakota County reserves the right to: postpone SOQ review at its own convenience; to accept or reject SOQs based on evaluation of the submitted information; to accept other than the lowest cost qualifications; to negotiate with other than the selected Contractor, should negotiations with the selected Contractor be terminated; to negotiate with more than one Contractor simultaneously; or to cancel all or part of this RFQ.

G. Public Records and Requests for Confidentiality

Pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.591, the names of all entities that submitted a timely SOQ to Dakota County will be public once opened. All other information remains private until Dakota County has completed negotiating a contract with the selected Responder. After a contract has been negotiated, all information received is public information except "trade secret" information as defined in Minnesota Statutes Section 13.37. All information submitted by a Responder therefore shall be treated as public information by Dakota County unless the Responder properly requests that information be treated as a confidential trade secret at the time of submitting the SOQ.

Any request for confidential treatment of trade secret information in a Responder's SOQ must sufficiently describe the facts that support the classification of information as confidential trade secret. The request must include the name, address, and telephone number of the person authorized by the Responder to answer any inquiries by Dakota County concerning the request for confidentiality. This information shall be provided on the Trade Secret Information Form, see Attachment E. Dakota County reserves the right to make the final determination of whether data identified as confidential trade secret by a Responder falls within the trade secret exemption in the Minnesota Government Data Practices Act.

The envelope or mailing container of any documents submitted with the SOQ that the Responder believes contain confidential trade secret information must be clearly marked as containing confidential trade secret information. Each page upon which trade secret information appears must be marked as containing confidential trade secret information.

In addition to marking the documents as confidential, the Responder must submit one paper and one digital copy of the SOQ from which the confidential trade secret information has been excised. The confidential trade secret information must be excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible.

The Responder's failure to request confidential treatment of confidential trade secret information pursuant to this subsection will be deemed by Dakota County as a waiver by the Responder of any confidential treatment of the trade secret information in the SOQ.

Requests by the public for the release of information held by Dakota County are subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Responders are encouraged to familiarize themselves with these provisions prior to submitting a SOQ.

By submitting this SOQ, Responder agrees to indemnify and hold the County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the representations that the information is a trade secret as defined in Minnesota Statutes Section 13.37 and therefore is not public, including the payment of all costs and attorney fees incurred by the County in defending such an action.

Public Data Requests can be submitted on the County's website:

<https://www.co.dakota.mn.us/Government/DataPractices/Pages/default.aspx>

H. Joint Offers

Where two or more contractors desire to submit a single SOQ in response to this RFQ, they should do so on a prime-subcontractor basis, rather than as a joint venture. Dakota County intends to contract with a single contractor and not with multiple contractors doing business as a joint venture.

I. Dakota County Rights

County staff may investigate the qualifications of any Contractor under consideration, require confirmation of information furnished by a Contractor, and require additional evidence of qualifications to perform the work described in this RFQ. County staff reserves the right to:

- Reject any or all SOQs, if such action is in the public interest
- Cancel the entire RFQ
- Issue a subsequent RFQ
- Remedy technical errors in the RFQ process
- Appoint evaluation committees to review SOQs

- Establish a short list of Contractors eligible for interview after evaluation of written SOQs, if needed
- Negotiate with any, all, or none of the RFQ respondents
- Reject and replace one or more subcontractors.

This RFQ does not commit Dakota County to enter into a contract, nor does this RFQ obligate Dakota County to pay for any costs incurred in preparation and submission of qualifications or in anticipation of a contract.

SUBMISSION OF QUALIFICATIONS

A. Qualifications Submittal

The Contractor must review the attached specifications, scope of services, and exhibits and submit one electronic copy of a SOQ **by 4:00 p.m. on February 4, 2022** to lisa.west@co.dakota.mn.us .

B. Qualifications Format

1. All SOQs by corporations shall bear the official seal of the corporation, if applicable, along with the signature of a duly authorized officer of the corporation.
2. All text and exhibits should be succinct and relevant to the RFQ requirements.

C. Qualifications Contents

The SOQ must include, at a minimum, the following sections:

1. Letter of Transmittal

The SOQ must be submitted on the contractor's official business letterhead. The letter is to transmit the SOQ and must identify all materials and enclosures being forwarded collectively as a response to this RFQ.

Include, at a minimum, the following:

- a. Identification of the offering contractor(s), including name, address and telephone number of each contractor;
- b. Acknowledgment of receipt of RFQ addenda, if any;
- c. Name, title, address, telephone, fax numbers and e-mail address of contact person during period of SOQ evaluation;
- d. A statement to the effect that the SOQ shall remain valid for a period of not less than 120 days from the date of submittal; and
- e. Signature of a person authorized to bind the offering contractor to the terms of the SOQ.

2. Contractor Introduction

Provide a brief company history and organizational structure, including an outline of the contractor's previous and current projects demonstrating qualifications to provide the scope of services requested by the RFQ.

3. Contractor Team Organization

In this section, state in writing or provide an organization chart showing the team members and key personnel. Identify the team members' areas of responsibility. Provide subcontractors' company name, address, contact person, email and telephone number.

4. Qualifications and Experience

Identify similar projects undertaken by the Contractor within the last five (5) years. For each project, provide the client's name, address and telephone number for a contact person currently available who is familiar with the firm's performance on each project listed.

5. Work Plan and Budget for Scope of Services

The Contractor's SOQ must demonstrate the Contractor's understanding of the Program and scope of services as described herein. The Contractor's SOQ must include a clear description of the methods or processes to be used to complete each item in the scope of services. In addition, the Contractor must include a preliminary work plan that details tasks, timelines and work products if different or supplemental to the Scope of Services. The selected Contractor will work with County to make any necessary adjustments to the work plan as determined by the County, in consultation with the Contractor, during the contract period.

The Contractor must provide a detailed budget for the Program. The budget should include items such as professional fees, direct expenses, and contract labor.

6. Conflict of Interest

The Contractor must identify any potential conflict of interest it may have with this RFQ. See Attachment D: Non-Collusion and Conflict of Interest Statement.

7. Exceptions and Deviations

Any exceptions to the requirements in this RFQ must be included in the SOQ submitted by the Contractor. Segregate such exceptions as a separate element of the SOQ under the heading “Exceptions and Deviations.”

8. Contract Terms and General Conditions

Attachment A of this RFQ sets forth the Dakota County standard Contract Terms and General Conditions. SOQ should indicate the firm's willingness to agree to such provisions.

9. Registration and Good Standing

All responders must be in compliance with Minnesota law governing transaction of business in the [State of Minnesota](#). Upon award of the contract, the County will verify compliance prior to contracting.

TIMELINE AND BUDGET

A. Program Timeline

This RFQ will be conducted according to the following tentative schedule. This tentative schedule may be altered at any time, at the discretion of County staff.

Schedule

1. Release RFQ: January 6, 2022
2. Indicate Intent to Submit a Statement of Qualifications: January 14, 2022
3. Contractor Questions Due By: January 21, 2022
4. County Responses to Questions Provided Before or By: January 27, 2022
5. SOQ Due in electronic format: February 4, 2022
6. Contractor Pool(s) Established by: March 4, 2022

Provide the SOQ in electronic (.pdf) format and email to lisa.west@co.dakota.mn.us. Notification of whether a firm is accepted into the pool of qualified respondents for its indicated areas of interest, to receive future RFPs, will be provided to each firm by March 4, 2022.

B. Budget and Payment

1. Contractor Budget

Contractor must identify the budget necessary to perform the services identified in the Scope of Services. The Contractor, when establishing cost estimates for the total Program, shall include all direct expenditures, such as, but not limited to: Contractor fees, travel costs, necessary material purchases (subject to County approval), etc. Materials provided to Contractors as a part of their participation in the Program, such as labels, containers and compostable bags, will be procured by the County. Indirect rates or overhead costs – such as rent, utilities, or incidental copying – will not be allowed under this contract.

2. Payment for Services

The consultant shall submit a SOQ based on hourly charges and reimbursables up to a maximum not to exceed total for all work within the scope of the project. The consultant's SOQ is to include the chargeable hourly rate of each team member, the anticipated number of hours spent on the project for each team member, and the fee maximum. The overall fee shall reflect a maximum not to exceed based on the sum of the tasks.

Billing for completed services shall be based upon a monthly invoice submitted by the Contractor. The invoice shall indicate the hours of labor performed by each person charging time to the Program, their charge out rate, and itemizations of the reimbursable expenses charged to the Program. County staff will have the right to inspect the Program timesheets. The invoice must also indicate the total contract amount, the total paid to date, the remaining amount to be paid, and the estimated percent of Program completed. County staff, at staff's option, may retain a portion of the total fee to ensure that sufficient fees are available to complete the Program.

PROPOSAL EVALUATION CRITERIA

Inclusion in the contactor pool will be based on, but not limited to, the following factors:

1. Qualifications and experience of principal contractor and supporting staff – related to the types of projects described in this RFQ
2. Performance on similar projects – based on performance of the team members and the consulting firm with successful delivery of recent similar projects
3. Submission Materials – quality and clarity of materials describing qualifications and interest in natural resource management documentation and restoration work
4. Fee Estimates – requested compensation reflects an accurate understanding of the services required and level of experience and quality of service
5. Time Estimates – time estimates demonstrate a basic understanding of the types of projects described in this RFQ and the general amount of time needed to complete them.

ATTACHMENT A - STANDARD ASSURANCES

1. **NON-DISCRIMINATION.** During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status or public assistance status. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without unlawful discrimination because of their race, color, creed, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices which set forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, national origin, disability, sexual orientation, age, marital status, veteran's status, or public assistance status.

No funds received under this Contract shall be used to provide religious or sectarian training or services.

The Contractor shall comply with any applicable federal or state law regarding non-discrimination. The following list includes, but is not meant to limit, laws which may be applicable:

A. The Equal Employment Opportunity Act of 1972, as amended, 42 U.S.C. § 2000e *et seq.* which prohibits discrimination in employment because of race, color, religion, sex, or national origin.

B. Equal Employment Opportunity-Executive Order No. 11246, 30 FR 12319, signed September 24, 1965, as amended, which is incorporated herein by reference, and prohibits discrimination by U.S. Government contractors and subcontractors because of race, color, religion, sex, or national origin.

C. The Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 *et seq.* and 45 C.F.R. 84.3 (J) and (K) implementing Sec. 504 of the Act which prohibits discrimination against qualified handicapped persons in the access to or participation in federally-funded services or employment.

D. The Age Discrimination in Employment Act of 1967, 29 U.S.C. § 621 *et seq.* as amended, and Minn. Stat. § 181.81, which generally prohibit discrimination because of age.

E. The Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), which provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for the same work.

F. Minn. Stat. Ch. 363A, as amended, which generally prohibits discrimination because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, or age.

G. Minn. Stat. § 181.59 which prohibits discrimination against any person by reason of race, creed, or color in any state or political subdivision contract for materials, supplies, or construction. Violation of this section is a misdemeanor and any second or subsequent violation of these terms may be cause for forfeiture of all sums due under the Contract.

H. Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 through 12213, 47 U.S.C. §§ 225, 611, with regulations at 29 C.F.R. § 1630, which prohibits discrimination against qualified individuals on the basis of a disability in term, condition, or privilege of employment.

I. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, *et seq.* and including 45 CFR Part 80, prohibits recipients of federal financial assistance from discriminating on the basis of national origin which includes not discriminating against those persons with limited English proficiency.

J. Equal Protection of the Laws for Faith-based and Community Organizations-Executive Order No. 13279, signed December 12, 2002 and as amended May 3, 2018. Prohibits discrimination against grant seeking organizations on the basis of religion in the administration or distribution of federal financial assistance under social service programs, including grants and loans.

K. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, with regulations at 41 C.F.R. Part 60-250, which prohibits discrimination in employment against protected veterans.

2. **DATA PRIVACY.** For purposes of this Contract all data created, collected, received, stored, used, maintained, or disseminated by Contractor in the performance of this Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and the Minnesota Rules implementing the Act now in force or hereafter adopted as well as any applicable Federal laws on data privacy. Contractor must comply with the applicable data management requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. Contractor does not have a duty to provide access to public data to the public if the public data are available from the governmental agency (County), except as required by the terms of this Contract. All subcontracts shall contain the same or similar data practices compliance requirements.

3. **RECORDS DISCLOSURE/RETENTION**. Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. The Contractor agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

4. **WORKER HEALTH, SAFETY AND TRAINING**. Contractor shall be solely responsible for the health and safety of its employees in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subcontractors and other persons who may perform work in connection with this Contract. Contractor shall ensure all personnel of Contractor and subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks engaged in under this Contract. Each Contractor shall comply with federal, state, and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act which are applicable to the work to be performed by Contractor.

5. **CONTRACTOR GOOD STANDING**. Contractor shall maintain Good Standing status with the Office of the Minnesota Secretary of State, and shall notify County of any changes in Good Standing status within 5 calendar days of such change. Foreign business entities must maintain a certificate of authority (foreign corporations, limited liability companies, limited partnerships, and limited liability limited partnerships), or a statement of foreign qualification (foreign limited liability partnerships), or a statement of partnership authority (general partnerships). See Minn. Stat. §§ 303.03 (corporations); 322C.0802 (limited liability companies); 321.0902 and 321.0907 (foreign limited partnership); 321.0102(7) (foreign limited liability limited partnerships); 323A.1102(a) (foreign limited liability partnership); 321.0902 and 321.0907 (foreign general partnerships).

6. **CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION**. Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minn. Stat. § 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Contractor certifies that it and its principals* and employees:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and

B. Have not within a three (3) year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

E. Shall immediately give written notice to the Authorized Representative should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing a public (federal, state, or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

*"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for Online Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at https://oig.hhs.gov/exclusions/exclusions_list.asp

ATTACHMENT B - INSURANCE TERMS

Contractor agrees to provide and maintain at all times during the term of this Contract such insurance coverages as are indicated herein and to otherwise comply with the provisions that follow. Such policy(ies) of insurance shall apply to the extent of, but not as a limitation upon or in satisfaction of, the Contract indemnity provisions. The provisions of this section shall also apply to all Subcontractors, Sub-subcontractors, and Independent Contractors engaged by Contractor with respect to this Contract, and Contractor shall be entirely responsible for securing the compliance of all such persons or parties with these provisions.

APPLICABLE SECTIONS ARE CHECKED

1. Workers Compensation. Workers' Compensation insurance in compliance with all applicable statutes including an All States or Universal Endorsement where applicable. Such policy shall include Employer's Liability coverage in an amount no less than \$500,000. If Contractor is not required by Statute to carry Workers' Compensation Insurance, Contractor agrees: (1) to provide County with evidence documenting the specific provision under Minn. Stat. § 176.041 which excludes Contractor from the requirement of obtaining Workers' Compensation Insurance; (2) to provide prior notice to County of any change in Contractor's exemption status under Minn. Stat. § 176.041; and (3) to hold harmless and indemnify County from and against any and all claims and losses brought by Contractor or any subcontractor or other person claiming through Contractor for Workers' Compensation or Employers' Liability benefits for damages arising out of any injury or illness resulting from performance of work under this Contract. If any such change requires Contractor to obtain Workers' Compensation Insurance, Contractor agrees to promptly provide County with evidence of such insurance coverage.

2. General Liability.

"Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence" rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Contract), Independent Contractors, "XC&U" and Products-Completed Operations liability (if applicable). Such coverage may be provided under an equivalent policy form (or forms), so long as such equivalent form (or forms) affords coverage which is at least as broad. An Insurance Services Office "Comprehensive General Liability" policy which includes a Broad Form Endorsement GL 0404 (Insurance Services Office designation) shall be considered to be an acceptable equivalent policy form.

Contractor agrees to maintain at all times during the period of this Contract a total combined general liability policy limit of at least \$1,500,000 per occurrence and aggregate, applying to liability for Bodily Injury, Personal Injury, and Property Damage, which total limit may be satisfied by the limit afforded under its Commercial General Liability policy, or equivalent policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy is at least as broad as that afforded by the underlying Commercial General Liability policy (or equivalent underlying policy).

Such Commercial General Liability policy and Umbrella or Excess Liability policy (or policies) may provide aggregate limits for some or all of the coverages afforded thereunder, so long as such aggregate limits have not, as of the beginning of the term or at any time during the term, been reduced to less than the total required limits stated above, and further, that the Umbrella or Excess Liability policy provides coverage from the point that such aggregate limits in the underlying Commercial General Liability policy become reduced or exhausted. An Umbrella or Excess Liability policy which "drops down" to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or "retention" amount, shall be acceptable in this regard so long as such deductible or retention for each occurrence does not exceed the amount shown in the provision below.

Contractor's liability insurance coverage may be subject to a deductible, "retention" or "participation" (or other similar provision) requiring the Contractor to remain responsible for a stated amount or percentage of each covered loss; provided, that such deductible, retention or participation amount shall not exceed \$25,000 each occurrence.

Such policy(ies) shall name Dakota County, its officers, employees and agents as Additional Insureds thereunder.

3. Professional Liability. Professional Liability (errors and omissions) insurance with respect to its professional activities to be performed under this Contract. This amount of insurance shall be at least \$1,500,000 per occurrence and aggregate (if applicable). Coverage under such policy may be subject to a deductible, not to exceed \$25,000 per occurrence. Contractor agrees to maintain such insurance for at least one (1) year from Contract termination.

It is understood that such Professional Liability insurance may be provided on a claims-made basis, and, in such case, that changes in insurers or insurance policy forms could result in the impairment of the liability insurance protection intended for Dakota County hereunder. Contractor therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability insurance coverage if such impairment of Dakota County's protection could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar policy option if necessary or appropriate to avoid impairment of Dakota County's protection. Contractor further agrees that it will, throughout the one (1) year period of required coverage, immediately: (a) advise Dakota County of any intended or pending change of any Professional Liability insurers or policy forms, and provide Dakota County with all pertinent information that Dakota County may reasonably request to determine compliance with this section; and (b) immediately advise Dakota County of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Dakota County.

4. Automobile Liability. Business Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, non-owned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Contract. Such policy shall provide total liability limits for combined Bodily Injury and/or Property Damage in the amount of at least \$1,500,000 per accident, which total limits may be satisfied by the limits afforded under such policy, or by such policy in combination with the limits afforded by an Umbrella or Excess Liability policy(ies); provided, that the coverage afforded under any such Umbrella or Excess Liability policy(ies) shall be at least as broad with respect to such Business Automobile Liability insurance as that afforded by the underlying policy. **Unless included within the scope of Contractor's Commercial General Liability policy, such Business Automobile Liability policy shall also include coverage for motor vehicle liability assumed under this contract.**

Such policy, and, if applicable, such Umbrella or Excess Liability policy(ies), shall include Dakota County, its officers, employees and agents as Additional Insureds thereunder.

5. Additional Insurance. Dakota County shall, at any time during the period of the Contract, have the right to require that Contractor secure any additional insurance, or additional feature to existing insurance, as Dakota County may reasonably require for the protection of their interests or those of the public. In such event Contractor shall proceed with due diligence to make every good faith effort to promptly comply with such additional requirement(s).

6. Evidence of Insurance. Contractor shall promptly provide Dakota County with evidence that the insurance coverage required hereunder is in full force and effect prior to commencement of any work. At least 10 days prior to termination of any such coverage, Contractor shall provide Dakota County with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of the Dakota County Certificate of Insurance, or in such other form as Dakota County may reasonably request, and shall contain sufficient information to allow Dakota County to determine whether there is compliance with these provisions. At the request of Dakota County, Contractor shall, in addition to providing such evidence of insurance, promptly furnish Contract Manager with a complete (and if so required, insurer-certified) copy of each insurance policy intended to provide coverage required hereunder. All such policies shall be endorsed to require that the insurer provide at least 30 days' notice to Dakota County prior to the effective date of policy cancellation, nonrenewal, or material adverse change in coverage terms. On the Certificate of Insurance, Contractor's insurance agency shall certify that he/she has Error and Omissions coverage.

7. Insurer: Policies. All policies of insurance required under this paragraph shall be issued by financially responsible insurers licensed to do business in the State of Minnesota, and all such insurers must be acceptable to Dakota County. Such acceptance by Dakota County shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Dakota County shall have 15 business days from the date of receipt of Contractor's evidence of insurance to advise Contractor in writing of any insurer that is not acceptable to Dakota County. If Dakota County does not respond in writing within such 15 day period, Contractor's insurer(s) shall be deemed to be acceptable to Dakota County.

8. Noncompliance. In the event of the failure of Contractor to maintain such insurance and/or to furnish satisfactory evidence thereof as required herein, Dakota County shall have the right to purchase such insurance on behalf of Contractor, which agrees to provide all necessary and appropriate information therefor and to pay the cost thereof to Dakota County immediately upon presentation of invoice.

9. Loss Information. At the request of Dakota County, Contractor shall promptly furnish loss information concerning all liability claims brought against Contractor (or any other insured under Contractor's required policies), that may affect the amount of liability insurance available for the benefit and protection of Dakota County under this section. Such loss information shall include such specifics and be in such form as Dakota County may reasonably require.

10. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Dakota County, its officers, employees, agents, and others acting on their behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Dakota County or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

Contractor agrees to effect such revision of any property insurance policy as may be necessary in order to permit the release and waiver of subrogation agreed to herein. Contractor shall, upon the request of Dakota County, promptly provide a Certificate of Insurance, or other form of evidence as may be reasonably requested by Dakota County, evidencing that the full waiver of subrogation privilege contemplated by this provision is present; and/or, if so requested by Dakota County, Contractor shall provide a full and complete copy of the pertinent property insurance policy(ies).

K/CM/Exh/Insure-Prof-Liability-CM.doc
Revised: 10/07

ATTACHMENT C - SAMPLE CONTRACT

(Work w/ Contracts Staff to determine correct Boilerplate & Insurance Terms)
[Sample Contracts - SharePoint](#)

ATTACHMENT D – NON-COLLUSION AND CONFLICT OF INTEREST STATEMENT

Please print or type (in ink)

CONTRACTOR NAME: _____ FEDERAL TAX ID NUMBER: _____

Company Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____ email: _____

In signing this RFQ, Contractor certifies that it has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of the competition; that no attempt has been made to induce any other person or firm to submit or not to submit a SOQ; that this SOQ has been independently arrived at without collusion with any other party submitting SOQ, competitor or potential competitor, that this SOQ has not been knowingly disclosed prior to the opening of RFQ to any SOQ competitor; that the above statement is accurate under penalty or perjury.

Contractor also certifies that to the best of its knowledge none of its owners, directors, officers or principals (collectively, "Corporate Executive") are closely related to any County employee who has or may appear to have any control over the award, management, or evaluation of the contract. A Contractor's Corporate Executive is closely related when any of the following circumstances exist:

1. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are related by blood, marriage or adoption; or
2. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract are current or former business partners, co-workers, or have otherwise previously worked closely together in the private or public sector; or
3. A Corporate Executive and any County employee who has or appears to have any control over the award, management or evaluation of the contract share a personal relationship that is beyond that of a mere acquaintance, including but not limited to friendship or family friendship.

If one or more of the above circumstances exist, Contractor must disclose such circumstance(s) to Dakota County in writing. Failure to disclose such circumstances invalidates the Contract.

Contractor will comply with all terms, conditions, specifications required by the party submitting a SOQ in this Request for Qualifications and all terms of our RFQ response.

Authorized Signature	Title	Date
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You are advised that according to Dakota County Board Resolution 18-485 and Policy 2751, if there is a question as to whether there may be an appearance of a conflict of interest, the contract shall be presented to the County Board for approval, regardless of the amount of the contract. Whether a conflict of interest or the appearance of a conflict of interest exists is a determination made by Dakota County.

Submit this form as part of the SOQ response.

V.7 Revised: MMH (06-19)

ATTACHMENT E - TRADE SECRET FORM

Trade Secret Information Form

The following form must be provided by Responder to assist the County in making appropriate determinations about the release of data provided in Responder's qualifications.

All responders must select one of the following boxes:

- My SOQ **does not** contain "trade secret information", as defined in Minn. Stat. § 13.37, Subd. 1(b). I understand that my entire SOQ will become public record in accordance with Minn. Stat. § 13.591.
- My SOQ **does** contain "trade secret information" because it contains data that:
1. (a) is a formula, pattern, compilation, program, device, method, technique or process; **AND**
 - (b) is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy; **AND**
 - (c) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. I have submitted one paper and one digital copy of my qualifications from which the confidential trade secret information has been excised. The confidential trade secret information has been excised in such a way as to allow the public to determine the general nature of the information removed while retaining as much of the document as possible **AND** I am attaching an explanation justifying the trade secret designation.

Please note that failure to attach an explanation may result in a determination that the data does not meet the statutory trade secret definition. All data for which trade secret status is not justified will become public in accordance with Minn. Stat. § 13.591.

Submit this form as part of the SOQ response

Revised: 6/28/2018

Authorized Signature

Title

Date

Natural Resource Conservation Focus Area

Marcott Lakes



SIGNIFICANCE

The Marcott Chain of Lakes is a scenic area of forested hills, wetlands and small lakes in Inver Grove Heights. As a result of unique geology and limited residential development, the lakes have high water quality and the high-quality, contiguous forests and natural areas provide important wildlife habitat.

Size.....	687 acres
Surface water and wetlands.....	239 acres
Shoreline	?? feet
Public land (including road ROW).....	124 acres
Protected private land.....	223 acres
Unprotected private land.....	?? acres
Number of Landowners.....	92

VEGETATION

Due to the rolling terrain, wetlands and lakes that prevented natural fires, this area was part of the Big Woods, prior to European settlement. Forest species growing on north-facing slopes and other protected areas included aspen, basswood, cherry, red and white oak, and sugar maple. More level, fire-prone areas would have been predominantly native grasses and flowers. Non-forested areas were mostly converted to cultivated or pastured land following settlement. More recently, many areas were fragmented by State Highway 3, local streets and low-density, residential use.

High-quality canopy tree remnants of the Big Woods remain today. Former agricultural areas that are undeveloped are dominated by cottonwoods, boxelder and green ash, with an understory of invasive buckthorn and honeysuckle. Non-native grasses and plants are common, which contributes to less biodiversity. Many wetlands remain intact but are subject to higher-fluctuating water levels and an increasing presence of non-native, hybrid cattails and other aquatic plants.

WILDLIFE

Mammals: An estimated 27 species including opossum, bats, raccoons, mink, weasels, fox, coyote, gophers, muskrat, rabbit and deer.

Birds: More than 145 species, including common loon, pelican, heron, bald eagle, hawks, sandhill crane, woodpeckers, colorful warblers and many others.



Reptiles and amphibians: Eleven species, including snapping and painted turtles, red-bellied and garter snakes, chorus and tree frogs, and tiger salamander.

Fish: An estimated 15 species, including crappie, sunfish, largemouth bass, northern pike, carp, stickleback and darters. **Note:** There is no public fishing access.

WATER

Marcott Lakes is in the Lower Mississippi River Watershed. Surface water generally flows northwest to southeast through interconnected lakes and wetlands, with groundwater 50 to 100 feet below the surface. There are two DNR-classified lakes – Rosenberger Lake is 26 acres, with a maximum depth of 26 feet; and Ohman Lake is 32 acres and more than 50 feet deep, with very high clarity and water quality. Five open-water marshes function like small lakes.

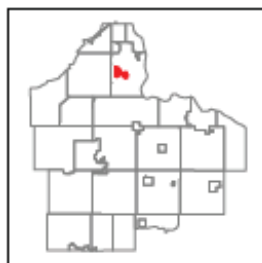
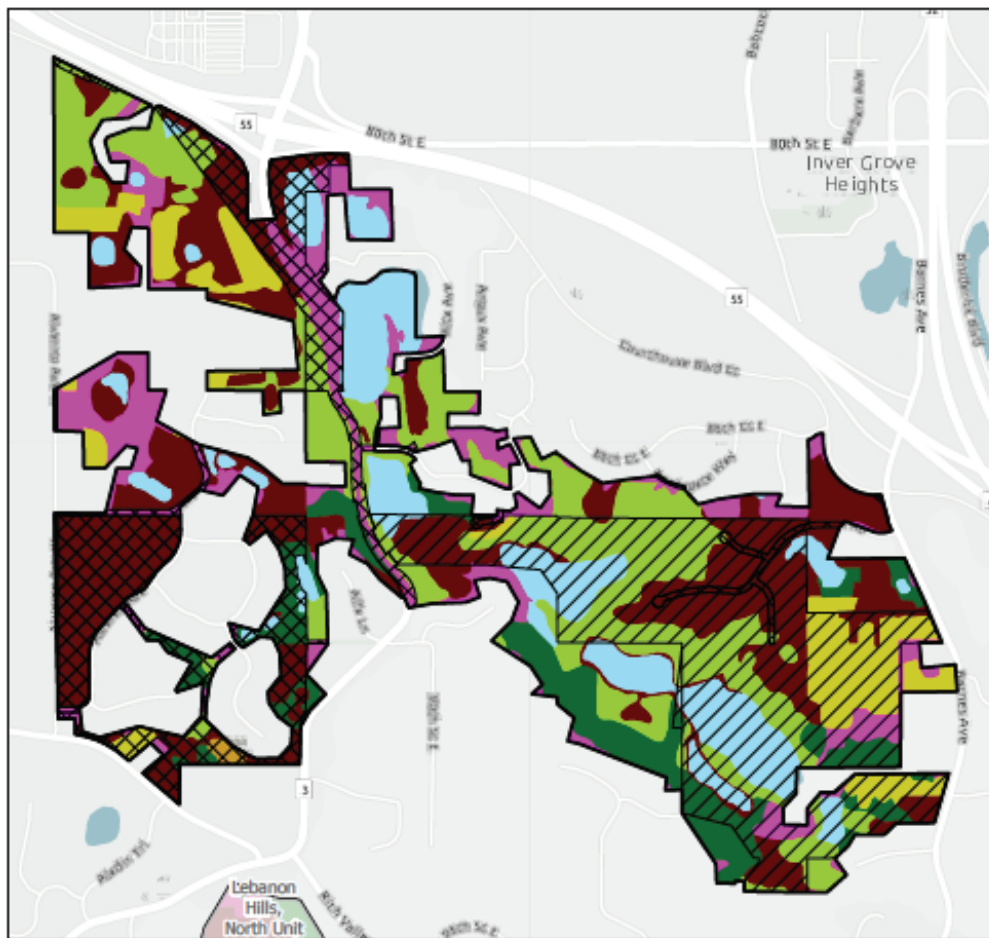
CONSERVATION CONCERNS

- Spread of invasive species – including buckthorn, garlic mustard and carp – which can increase erosion and lead to poorer water quality and less biodiversity.
- Fragmentation of forests and existing open space, which reduces wildlife habitat.
- Increased paved surfaces, which can reduce groundwater infiltration.

CONSERVATION OPPORTUNITIES

- Informing landowners about invasive species on their property.
- Providing financial and other assistance to landowners to improve natural resources on their property.
- Protecting existing open space.

Marcott Lakes



CONTACT

Dakota County Land Conservation Program

14955 Galaxie Ave.
 Apple Valley, MN 55124
 952-891-7000

www.dakotacounty.us, search *land conservation*

ATTACHMENT G – ECOLOGICAL ASSESSMENTS

An on-site assessment will, at a minimum: inventory species diversity (vegetation and wildlife), overall ecological health of a proposed acquisition area, and restoration potential. A general A-F grade scale will be provided by the County as part of an RFP for each assessment and will reflect the information in this Attachment. An assessment would be required at the beginning of the acquisition process, as part of the scoring and ranking evaluation of project applications.

Use a “Quality Index” score that provides a general measure of whether a land cover unit or subunit is a degraded (score = D) or an intact (score = A) ecosystem, based on the evaluation of the criteria in the Table. A high score of A, for example, would indicate a community with high plant diversity, very good species composition, high species representation, and good community structure. A plant community with a score of A would indicate that all functions and natural processes are intact. Such a community would also tend to be large, though absolute size varies among community types. Most plant communities in the County are impacted by invasive plants and animal species, lack of natural processes and other impacts, so a score of A is very unlikely.

The County’s Natural Resource Management System Plan converts numerical scores to letter grades consistent with DNR guidelines to evaluate the health of landcover. The conversion is the following:

D for a numerical score less than or equal to 1

C for a numerical score less than or equal to 2, but greater than 1

B minus or B/C for a numerical score less than or equal to 3, but greater than 2

A- or A/B for a numerical score less than or equal to 4, but greater than 3

A for a numerical score greater than 4

Note: There is no F in the DNR system.

The DNR guidelines rate a management unit is in “excellent” condition or “poor” condition, based on several factors. Scoring is on a continuum of “A” through “D,” where “A” indicates an excellent-quality natural community, and “D” indicates a poor-quality natural community. To assess quality, ecologists primarily consider the presence or absence of unnatural human-induced disturbances, such as logging, plowing, overgrazing and development. These guidelines were written by Minnesota Natural Heritage Program ecologists, based primarily on field experience to date. Most communities in Dakota County have impacts from invasive plants and animal species, lack of natural processes and other impacts, so a score of an “A” is very unlikely.

ATTACHMENT H – PROPERTY REPORTS

The Property Report is a baseline document that records the condition of an easement property at the time the easement is purchased by the County. It is essentially a subset of the Natural Resources Management Plan (NRMP), pulling information from the NRMP to complete the document. For this reason, it should take minimal time to draft and submit to the County for final review and editing.

Property Report Table of Contents

Purpose Statement/Contacts – COUNTY

Easement Information – COUNTY

Easement Map – COUNTY

Pictometry – COUNTY

Current Conditions **CONTRACTOR**

Streambank (if applicable) **CONTRACTOR**

Fence Location Map (if applicable) **CONTRACTOR PROVIDES INFORMATION –
COUNTY PRODUCES MAP**

Photographic Documentation **CONTRACTOR**

Photographic Location Map **CONTRACTOR PROVIDES INFORMATION – COUNTY
PRODUCES MAP**

Prohibitions and Permitted Uses – COUNTY

Acknowledgement of Condition – COUNTY

Example of Easement Monitoring Report – COUNTY

ATTACHMENT I – NATURAL RESOURCE MANAGEMENT PLAN: TABLE OF CONTENTS AND RESPONSIBILITIES

List of Tables

List of Figures

- I. Executive Summary **CONTRACTOR**
 - II. Purpose of the NRMP
 - Contacts
 - III. General Conservation Easement Information
 - IV. Introduction
 - A. Natural Area Protection
 - B. Farmland Protection
 - V. Landscape Context **CONTRACTOR**
 - A. Location
 - B. Historic and Existing Land Use
 - C. Adjacent Land Use
 - D. Rare Features of the Protected Property
 - VI. Physical Conditions
 - A. Geology
 - B. Aquifer Sensitivity and Water Quality Considerations
 - C. Soils **CONTRACTOR IDENTIFIES SOILS AND COUNTY PREPARES TABLE**
 - D. Topography
 - E. Hydrology
 - 1. Groundwater
 - 2. Surface Water
 - VII. Vegetation **CONTRACTOR**
 - A. Historical
 - B. Ecological Communities
 - C. Plant Community Assessment
 - 1. Land Cover
 - D. Noxious and Invasive Plants
 - E. Recommended Target Vegetation Communities
 - VIII. Land Management **CONTRACTOR**
 - A. General Restoration Process
 - B. General Goals
 - C. Priorities
 - D. Five-Year Work Plan
 - E. Goals and Methods for Targeted Plant Communities
 - IX. Wildlife
 - A. Historical
 - B. Existing Populations **CONTRACTOR**
 - C. Other Considerations **CONTRACTOR**
- APPENDICES CONTRACTOR – Except for Appendix A**
- Appendix A: Natural Resource Management Agreement – **COUNTY**
 - Appendix B: Plant Species Recorded at the Protected Property
 - Appendix C: Plant Species for Restoration of the Protected Property
 - Appendix D: Potential Ecological Impacts
 - 1. Fire Suppression
 - 2. Disease
 - 3. Exotic and Overpopulated Animals
 - 4. Climate Change
 - Appendix E: List of Noxious and Invasive Plants
 - Appendix F: Methods of Controlling Exotic, Invasive Plant Species
 - Appendix G: Suggested Native Shrubs for Replacing Common Buckthorn
 - Appendix H: Seed Mixes for Target Plant Communities

ATTACHMENT J – SAMPLE NRMP/MANAGEMENT AGREEMENT WORK PLAN

WORK PLAN

Landowners:
 Property Location:
 Protected Property Tract No.:

Restoration and Enhancement Activities, Budget and Schedule

The following tasks and budget are based on estimated costs and project needs developed at the time of the Final Natural Resource Management Plan. Final activities and estimated costs will be determined based on selected contractor bids, and landowner and County priorities. The Work Plan timeline, tasks, schedule, and estimated costs are subject to change, due to weather, ground conditions and other factors. The Parties agree to amend this Work Plan, as necessary, in response to these conditions.

Below is a list of priority restoration/enhancement activities, locations, timeline, estimated costs, responsibilities and associated costs to the Landowner and the County. The location of each Unit within the Easement, referenced in the table, is attached as **EXHIBIT B**.

Task No.	Year	Location	Task	Estimated Cost	Landowner Responsibility	County Responsibility
1	1	Unit 1	Cut/stack/burn buckthorn and Siberian elm. Herbicide-treat stumps to prevent resprouting	\$7,297.20	\$0	\$7,297.20
2	1	Unit 1	Install native shrubs (see shrub list, Appendix B)	\$2,410.70	\$0	\$2,410.70
SUBTOTAL UNIT 1				\$9,707.90	\$0	\$9,707.90
3	1	Unit 2	Herbicide-treat Canada thistle	\$2,144.30	\$0	\$2,144.30
4	1	Unit 2	Verify species of bittersweet and eradicate, if needed	\$1,139.80	\$0	\$1,139.80
5	1	Unit 2	Cut/stack/burn buckthorn. Herbicide-treat stumps to prevent resprouting	\$9,942.50	\$0	\$9,942.50
6	1	Unit 2	Install native shrubs (see shrub list, Appendix B)	\$2,745.52	\$0	\$2,745.52
SUBTOTAL UNIT 2				\$15,972.12	\$0	\$15,972.12
7	1	Unit 3	Cut/stack/burn buckthorn. Herbicide-treat stumps to prevent resprouting.	\$7,094.50	\$0	\$7,094.50
8	1	Unit 3	Install native shrubs (see shrub list, Appendix B)	\$2,343.78	\$0	\$2,343.78
SUBTOTAL UNIT 3				\$9,438.28	\$0	\$9,438.28
9	1	Unit 5	Cut/stack/burn buckthorn and Siberian elm. Herbicide-treat stumps to prevent resprouting	\$3,617.00	\$0	\$3,617.00
10	1	Unit 5	Prescribed burn, with adjacent units	\$1,355.00	\$0	\$1,355.00
11	1	Unit 5	Broadcast native prairie seed after controlled burn	\$1,193.00	\$0	\$1,193.00
12	3	Unit 5	Plant bur oak trees	\$652.18	\$0	\$652.18
13	2 - 5	Unit 5	Follow up exotic and invasive weed control	\$2,444.00	\$0	\$2,444.00
SUBTOTAL UNIT 5				\$9,261.18	\$0	\$9,261.18

14	1	Unit 6	Spring site preparation for fall seeding (spray/prescribed burn/spray/disc/seed)	\$1,260.00	\$0	\$1,260.00
15	2	Unit 6	Mow 2 or 3 times (8" height) during first growing season	\$476.50	\$0	\$476.50
16	3	Unit 6	Plant bur oak trees	\$326.09	\$0	\$326.09
17	2 - 5	Unit 6	Follow up exotic and invasive weed control	\$1,222.00	\$0	\$1,222.00
18	4	Unit 6	Prescribed Burn	\$460.50	\$0	\$460.50
SUBTOTAL UNIT 6				\$3,745.09	\$0	\$3,745.09
19	1	Unit 7	Spring site preparation for fall seeding (spray/prescribed burn/spray/disc/seed)	\$4,284.00	\$0	\$4,284.00
20	2	Unit 7	Mow 2 or 3 times (8" height) during first growing season	\$1,620.10	\$0	\$1,620.10
21	3	Unit 7	Plant bur oak trees	\$1,108.69	\$0	\$1,108.69
22	2 - 5	Unit 7	Follow-up exotic and invasive weed control	\$4,154.80	\$0	\$4,154.80
23	4	Unit 7	Prescribed Burn	\$1,565.70	\$0	\$1,565.70
SUBTOTAL UNIT 7				\$12,733.29	\$0	\$12,733.29
24		Unit 8	Limit spread of reed canary grass to adjacent Units	\$1,953.00		\$1,953.00
SUBTOTAL UNIT 8				\$1,953.00		\$1,953.00
25	1	Unit 9	Spring site prep for fall seeding (spray/prescribed burn/spray/disc/seed)	\$1,260.00	\$0	\$1,260.00
26	2	Unit 9	Mow 2 or 3 times (8" height) during first growing season	\$476.50	\$0	\$476.50
27	3	Unit 9	Plant bur oak trees	\$326.09	\$0	\$326.09
28	2 - 5	Unit 9	Follow-up exotic and invasive weed control	\$1,222.00	\$0	\$1,222.00
29	4	Unit 9	Prescribed Burn	\$460.50	\$0	\$460.50
SUBTOTAL UNIT 9				\$3,745.09	\$0	\$3,745.09
30	1	Unit 10	Spring site prep for fall seeding (spray/prescribed burn/spray/disc/seed)	\$2,268.00	\$0	\$2,268.00
31	2	Unit 10	Mow 2 or 3 times (8" height) during first growing season	\$857.70	\$0	\$857.70
32	3	Unit 10	Plant bur oak trees	\$586.95	\$0	\$586.95
33	2 - 5	Unit 10	Follow-up exotic and invasive weed control	\$2,199.60	\$0	\$2,199.60
34	4	Unit 10	Prescribed burn	\$828.90	\$0	\$828.90
SUBTOTAL UNIT 10				\$6,741.15	\$0	\$6,741.15
25	1	Chub Creek	Install live stakes and erosion control blanket on eroded streambanks	\$2,895.00	\$0	\$2,895.00
26	1	Chub Creek	Install cedar tree revetment	\$9,500.00	\$0	\$9,500.00
27	1	Chub Creek	Install native shrubs (see shrub list, Appendix B)	\$321.00	\$0	\$321.00
28	2	Chub Creek	Evaluate and replace live stakes and revetment as needed	\$500.00	\$0	\$500.00
29	1	Chub Creek	One-time site visit with selected design consultant	\$850.00	\$0	\$850.00
SUBTOTAL UNIT 11 Chub Creek Installation				\$14,066.00	\$0	\$14,066.00
30		Chub Creek	Design Assistance	\$5,500.00	\$0	\$5,500.00

31		Chub Creek	Design-Build construction assistance with selected contractor	\$11,410.00	\$0	\$11,410.00
32		All	Two Monitoring Site visits and Monitoring Report	\$5,500.00	\$0	\$5,500.00
SUBTOTAL UNIT 11 Chub Creek Design Assistance, Construction Assistance, and Monitoring				\$22,410.00	\$0	\$22,410.00
33	2019	All	Landowner Cash Payment	\$5,500.00	\$5,500.00	\$0
	2019 and 2020	All	Attend at least two pre-construction and post-construction meetings with design consultant and contractors	\$80.00	\$80.00	\$0
	2019 and early 2020	1-3, and 5-11	Design Oak Planting Locations and Size working with budget and contractor staff	\$100.00	\$100.00	\$0
	Spring 2020	1-3, and 5-11	Document and verify planting locations of native shrubs and oaks. Provide report to County of locations.	\$160.00	\$160.00	\$0
	Fall 2020 and Fall 2021	1-3, and 5-11	Over two period monitor and assess survival of planted stock	\$320.00	\$320.00	\$0
	Summer and Fall 2021 and 2022	1-3, and 5-11	Over two-year period mulch planted shrubs and Oaks. Water if needed.	\$640.00	\$640.00	\$0
	Fall 2020 and Fall 2021	1,2,3, and 5	Over two-year period, Assess areas of Buckthorn control for re-growth	\$320.00	\$320.00	\$0
	Fall 2020 and Fall 2021	1,2,3, and 5	Foliar Spray of buckthorn re-growth as needed. Over two years. Assume 20 percent of Unit area experiences re-growth.	\$1,410.00	\$1,410.00	\$0
	2020 and 2021	11	Evaluate Live staking and replace as needed	\$1,100.00	\$1,100.00	\$0
TOTAL subject to Landowner Match				\$87,353.10	\$9,630.00	\$87,353.10
TOTAL for Payment Maximum (to three different contractors)				\$109,763.10	N/A	\$109,763.10

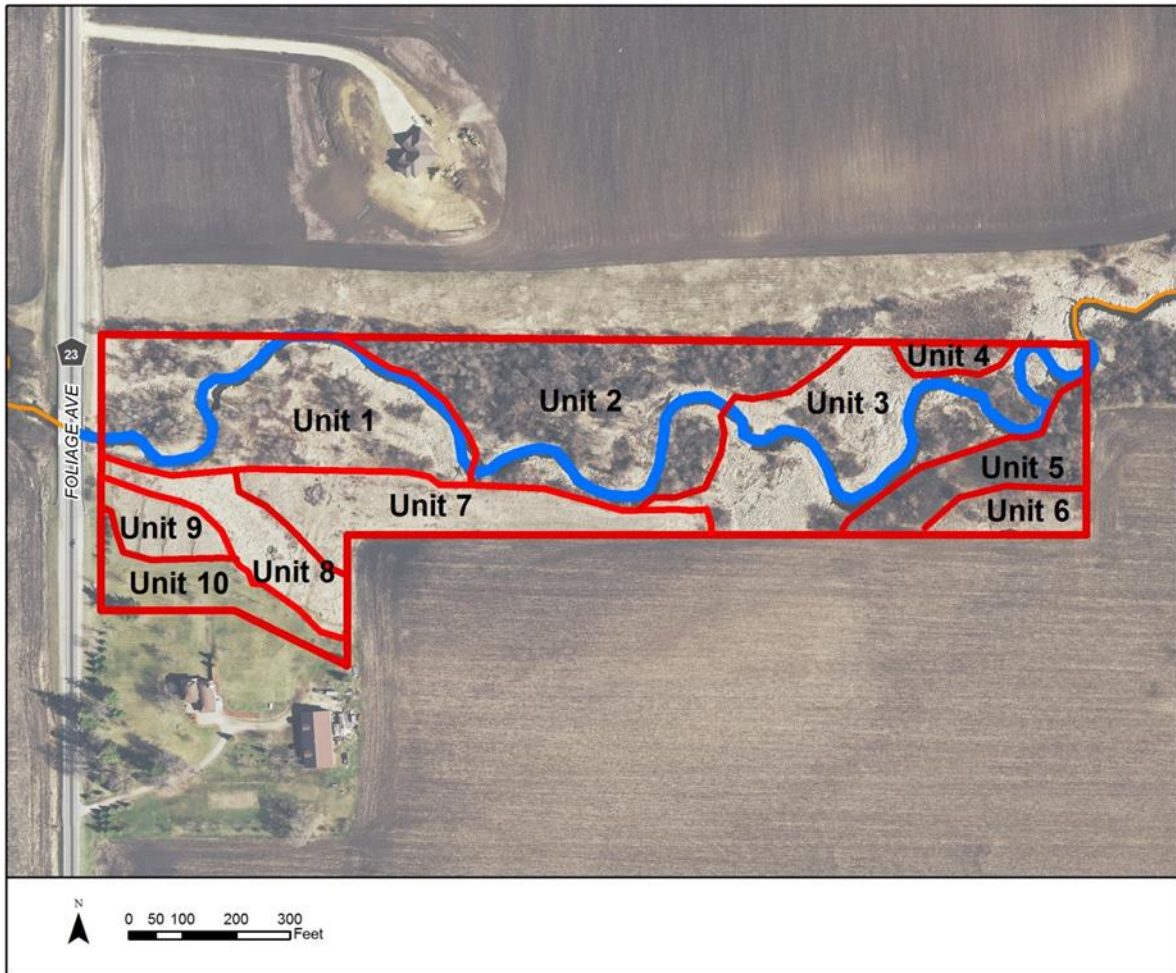
Maintenance Activities and Schedule

The following maintenance activities are the responsibility of the Landowner and are based on the above restoration and enhancement activities. Actual maintenance activities may change depending upon the restoration and enhancement activities that are completed and other considerations. Any revisions to the maintenance activities and schedule will be agreed to by all parties prior to completion or termination of the Restoration and Enhancement portion of this Agreement. Below is a list of maintenance activities, locations and timeline:

	Timeline	Location	Task
1	2023 - 2025	Units 1-3, 5-7, 9 and 10	Water, mulch, and repair protective fencing around native shrubs and oak tree, as needed
2	2023-2025	Units 1-3, and 5	Eradicate buckthorn seedlings, if they become present
3	2023-2025	Units 5, 6-10	Maintain savanna areas free of weeds

Land Cover Management Unit Map

Figure 16. Land Cover Units



ATTACHMENT K – SAMPLE MONITORING REPORT FORM

DAKOTA COUNTY ANNUAL EASEMENT MONITORING REPORT

Tract ID#

Type of Easement: <input type="checkbox"/> Agricultural <input type="checkbox"/> Natural Area <input type="checkbox"/> Greenway	
Landowner Name(s):	Phone:
Landowner Property Address:	
Landowner Mailing Address:	
Parcel Number(s):	
Landowner Email:	
Last Monitoring Date:	Type of Previous Monitoring: <input type="checkbox"/> Offsite <input type="checkbox"/> Onsite
Name of Previous Monitor:	
Name of Current Monitor(s): Company:	
Current Monitoring Date:	Report Date:
Landowner Contacted and/or Interviewed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Date:
Contact Method: <input type="checkbox"/> Phone <input type="checkbox"/> Email	
Was Current Land Ownership Verified? <input type="checkbox"/> Yes Verification Date:	
Verification Method: <input type="checkbox"/> Landowner <input type="checkbox"/> County Info - Other:	
Did the Property Owner/Representative Participate in the Site Visit? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA offsite only	
Date of Report Completion:	

NEW LANDOWNER INFORMATION

- NO CHANGES IN OWNERSHIP
- NEW OWNERSHIP (If NEW Ownership, complete Section #1.)

1. Has the new landowner been notified about the easement?
 Yes No

New Landowner Name(s):

Landowner Address:

Follow-Up Requested By Landowner: Yes No

Landowner Phone Number:

Landowner Email:

Has the new landowner received a copy of the PR, NRMP, SP, Easement?
 Yes No

Comments:

MONITORING METHODS

Photographs from designated points are required when conducting OnSite monitoring.	
<input type="checkbox"/> Offsite	Review most recent aerial photography; confirm ownership through GIS data; and contact the landowner, preferably by phone, to ask if there are any changes/updates, issues or concerns; notify County of any issues.
<input type="checkbox"/> Onsite	Review most recent aerial photography; confirm ownership through GIS; contact the landowner, preferably by phone, to ask if there are any changes/updates, issues or concerns and to notify them of a upcoming site visit; inspect the property; notify County of any issues.

2. Was the Property Report Reviewed? Yes No
3. Was the Natural Resource Management Plan/Stewardship Plan reviewed? Yes No
4. Were aerial photos reviewed? Yes No N/A
 If yes, date(s) of photos:
 Additional Comments:

OBSERVATIONS

5. Are the terms and conditions of the easement deed being met? (Check all that apply).
 Yes No
 If no, check all that applies below and list comments under Findings page
 If yes, but an area should be monitored, put comments under Findings.

- | | | |
|-------------------------------------------------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Encroachment | <input type="checkbox"/> New or Expanded Buildings/Structures | <input type="checkbox"/> New or Expanded Utilities (phone, gas, etc.) |
| <input type="checkbox"/> Cropping | <input type="checkbox"/> Grazing | <input type="checkbox"/> Mining (includes peat/gravel) |
| <input type="checkbox"/> Food Plots | <input type="checkbox"/> Livestock | <input type="checkbox"/> Impervious Surfaces |
| <input type="checkbox"/> Haying/Mowing | <input type="checkbox"/> Commercial Seed Production | <input type="checkbox"/> Illegal Activities |
| <input type="checkbox"/> Timber Harvest/Cutting | <input type="checkbox"/> Energy Production | <input type="checkbox"/> Hydrology Alteration |
| <input type="checkbox"/> Burning | <input type="checkbox"/> Pest Management | <input type="checkbox"/> Unauthorized Easement Subdivision |
| <input type="checkbox"/> New/Expanded Trail | <input type="checkbox"/> Maintenance of Private Drainage | <input type="checkbox"/> Mixed municipal solid and/or Industrial Waste (vehicles, equipment, hazardous or toxic substances) |
| <input type="checkbox"/> New/Expanded Road | | |
| <input type="checkbox"/> Dumping | | |
| <input type="checkbox"/> Parked Equipment | | |

6. Has the land use changed since the last monitoring report? Yes No
 If yes, describe type of change and potential impact to the Protected Property:

7. Any noticeable changes to the adjacent properties? Yes No

If yes, describe type of change, and indicate location on map/photos and the potential impact to the Protected Property from adjacent property:

8. Have any nature-related changes, such as high winds, floods, fire, etc. occurred since the last monitoring visit? Yes No

If yes, describe type of change, and indicate location on map/photos:

Are the changes significant enough to warrant County involvement in exploring restoration or other assistance? Yes No

Describe:

9. Are there any other observations, suggestions or concerns that should be documented or addressed? Yes No

If yes, describe the observations or concerns:

10. Has the Monitoring Report been discussed with the Landowner/Representative? Yes No

If yes, with:

Date:

OnSite Only

11. Are there non-native, invasive or pest species present? Yes No

If yes, describe:

12. Is there a County easement sign present? Yes No
If yes, what is the condition of the sign? Good Fair Poor
Should the sign be replaced? Yes No

13. Is there a Funding source signs present? Yes No

If yes, which funding sign(s)?

If yes, what is the condition of the sign? Good Fair Poor
Should this sign be replaced? Yes No

FINDINGS

- There are **NO** Compliance issues
- There are **MINOR AREAS OF CONCERN**
- There are **SIGNIFICANT AREAS OF CONCERN**

Comments on Findings, if any: _____
(Include a map indicating specifically where the issue is located).

SIGNATURES

Monitoring Agent

I certify that I monitored the easement, determined that there were areas of concern and completed this Monitoring Report for review by Dakota County.

<input type="text"/>	<input type="text"/>
Signature and/or Typed Name	Date

County

I certify that I have reviewed the Monitoring Report and there were areas of concern and have reviewed this monitoring report.

<input type="text"/>	<input type="text"/>
Signature and/or Typed Name	Date

Landowner-

I have reviewed this Monitoring Report, accept the findings, acknowledge there were areas of concern(s) noted, and will resolve the issue(s) according to the easement terms as reviewed and approved by the County and funding partners, as appropriate.

<input type="text"/>	<input type="text"/>
Landowner Name	Date

Dakota County Internal Use Only:

Copy of Monitoring Report sent to: _____	Date Sent: _____
Method of Delivery: _____	
Comments: _____	

annual easement monitoring form, revised 12-2020

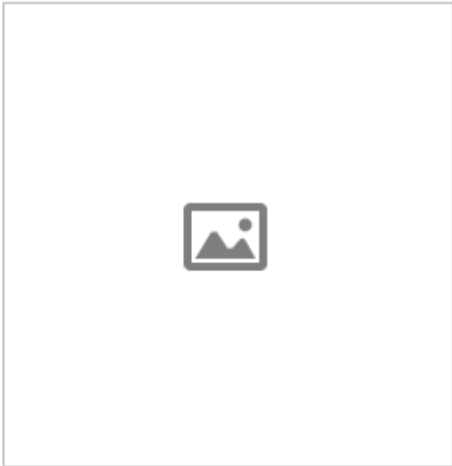
Site Overview Map with Photos on the following page



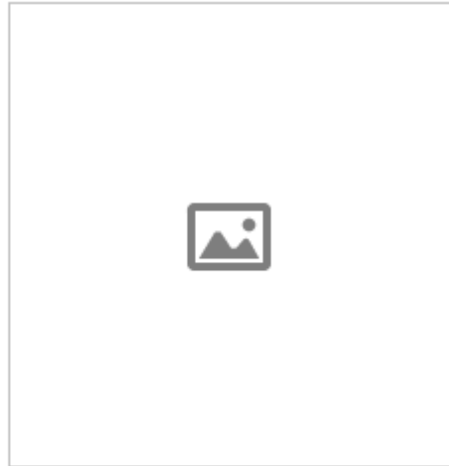
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Site Photos

Photopoint 1



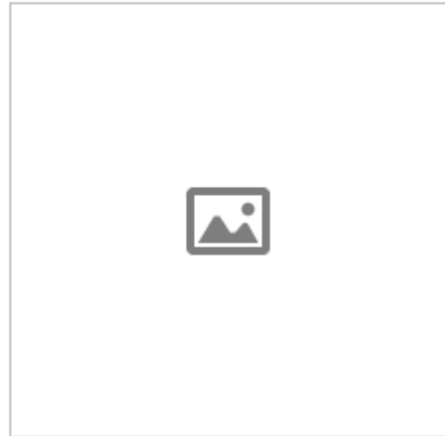
Photopoint 2



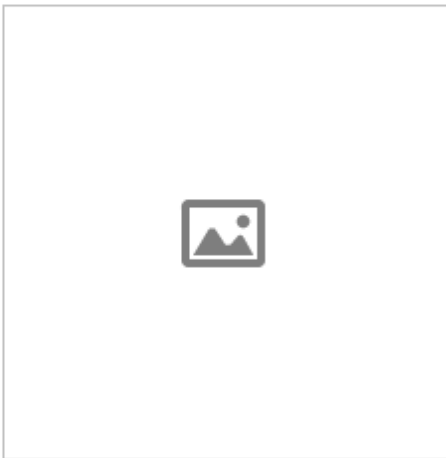
Photopoint 3



Photopoint 4



Photopoint 5



Photopoint 6

