



April 7, 2010

## Responses to Questions

### Pertaining to Request for Proposals

#### *Measuring Public Value of Geospatial Commons: A MetroGIS Case Study*

##### **Question 1.**

Regarding Task 1 – “Conduct ROI Analysis for Hennepin County”, can we assume that this ROI analysis will be limited to the parcel production and maintenance process and related stakeholders? If not, can MetroGIS provide a list of additional functions that will be expected in the analysis?

Response: The scope of the ROI analysis includes, potentially, aspects of the creation, maintenance, use, and re-use of parcel data produced by Hennepin County. Other data types, as well as additional parcel attributes not produced by Hennepin County, will be involved to the extent that users combine them with data produced by Hennepin that in turn results in the creation of public value.

We refer to the Draft ROI Work Book (available through the FGDC at <http://www.fgdc.gov/policyandplanning/future-directions/action-plans/draftroiworkbook/view?searchterm=roi> ) for clarifications related specifically to the ROI analysis. A representative of the consultant will participate in the training workshop (May 5 and 6 in Raleigh, NC) at which time questions related to the ROI tasks can be specifically engaged. The second phase of the project involves a similar scope with more attention to direct and indirect values, multiple uses, and value-chains. The specifics will be determined in consultation with the consultant and spatial data Infrastructure (SDI) experts.

##### **Question 2.**

The statement of work notes that the consultant will be primarily responsible for tasks #1 and #3, however it appears that the consultant is also primarily responsible for task #5 as well. This is based on expectations 11d and 11e in Attachment A. Should we assume the consultant will author the majority of task #5?

Response: The draft written report and any revisions to the draft are for circulation to MetroGIS leadership and members of the Project Management Team only. The Final Project Report referred to in task 5 will draw on the draft written report, but is a charge for the principal investigators.

##### **Question 3.**

*Item C.5 of attachment B* requests a strategy for managing and protecting documents on a website hosted by Francis Harvey. What is expected of the consultant, since they would not be hosting the website? What type of website features and platform is planned? If the consultant has an existing web platform for document sharing, can it be used instead?

Response: We are looking for proposals to include a description of how they will collaborate with the password protected website for the purpose of sharing documents. Proposals should address how the consultant will ensure the archival, protection, and possibly encryption of documents for each task the consultant is responsible for. The consultant may propose the use of their preferred web platform and describe access, archival, and use.



March 29, 2010

## **Request for Proposals**

### ***Measuring Public Value of Geospatial Commons: A MetroGIS Case Study***

**Introduction:** The MetroGIS community has been awarded a 2010 NSDI Category 5 [CAP grant](#) in the amount of \$50,000. The [project](#) involves conducting a Return on Investment (ROI) case study and creating a prototype of a replicable methodology capable of quantifying value (direct and indirect) to both the taxpayer and participating government organizations when government organizations share geospatial data, in particular, parcel data that adheres to standards that support interoperability.

[MetroGIS](#) is a regional geospatial collaborative serving the seven-county, Minneapolis- St. Paul metropolitan area. Participants include representatives of local, county, regional, state, and federal government entities serving the region, as well as private industries, utilities, non-profits, and educational institutions.

The proposed Quantify Public Value (QPV) methodology will extend the [ROI methodology](#) developed by Geospatial Information & Technology Association (GITA) to account for multiple uses and reuse chains. A range of MetroGIS community interests, in its broadest sense, using and producing parcel-related data, comprises the project domain. The geographical and administrative focus of the project is Hennepin County, the largest county in Minnesota and 33rd in the United States (by population). The premise is that demonstrating public value created through data sharing is key to addressing matters of policy that hamper fully realizing the potential of spatial data infrastructure (SDI) not only in a regional context, such as fostered by MetroGIS, but also at the state and national levels. QPV takes into account value chains and reuse benefits over a longer-term perspective. Understanding the public value of data sharing is a key issue in discussions surrounding SDI development and continued support.

**Proposals Requested:** To conduct the ROI study and to help assure the desired QPV methodology is robust, we are seeking to collaborate with a well-suited consultant (industry partner). The consultant will work under the general direction of the MetroGIS QPV Project Team via a professional service agreement. Our plan is to execute this agreement through Purchase Order procurement process, which will be administered by the [Metropolitan Council](#) (Council) on behalf of the MetroGIS community. The Terms and Conditions for working from a purchase order are presented in Attachment C. Note that the Council does not sign terms and conditions of other parties. Award of this consultant contract is subject to execution of a cooperative funding agreement between the Council and the USGS, the funding authority.

A detailed scope of work for the awarded project is presented in Attachment A. Six major tasks are involved, two **(Tasks 1 and 3) are the primary responsibility of the consultant**. As explained in the grant proposal [narrative](#), \$20,000 has been budgeted for the consultant-supported components of the project, generally \$10,000 for each of these tasks.

Proposals will be judged based upon:

- 1) Quality and completeness of proposal relative to achieving each of the major deliverables, including evidence of availability of personnel with appropriate expertise to achieve project goals and milestones within the agreed upon time frame.
- 2) Proposer qualifications (see listing in Attachment A).
- 3) Cost.

**Questions** about this Request for Proposals must be submitted by **Monday, April 5, 2010** to be responded to. The Council retains the right to answer or not answer any question. Answers to questions will be posted by **Thursday, April 8, 2010** at the same location from which the Request for Proposals was downloaded. For proposals to qualify for consideration, they must be received by email by **Friday, April 16, 2010**. Please submit questions and final proposals (need not exceed 3-5 pages) to Randall Johnson, MetroGIS Staff Coordinator, at [randy.johnson@metc.state.mn.us](mailto:randy.johnson@metc.state.mn.us) and Laron Weddington at [laron.weddington@metc.state.mn.us](mailto:laron.weddington@metc.state.mn.us) – **subject line: Measuring Public Value of Geospatial Commons**.

# ATTACHMENT A

## Project Description and Scope

**Overview and Context:** Access to geospatial data (e.g., parcels, street centerlines, imagery, jurisdictional boundaries, water features, socioeconomic, etc.) produced by other organizations is critical to effectively carrying out daily responsibilities of most public organizations and we believe this to also be true for many non-profit and private sector interests, as well. Data sharing also leads to better and more complete information by catalyzing the fusion/integration of data to create valuable new information and more complete and accurate information.

MetroGIS was created in 1996 to foster an environment through which collaborative solutions to shared information needs of the 300 local and regional government organizations that serve the seven, Minneapolis-St. Paul metropolitan area could be realized. Substantial [progress](#) has been made to address shared information needs and in so doing improvements have been made to access, interoperability, quality, completeness and general fitness of data needed to support local and regional government operations. In so doing, these solutions have also greatly improved stakeholder operations. These advancements have been accomplished in a manner consistent with realizing the vision of the [National Spatial Data Infrastructure](#) (NSDI).

Notwithstanding these successes, MetroGIS leaders believe that significant potential exists for additional cost reduction and efficiency improvements if non-government interests were to be a more active component of existing and yet-to-be implemented regional solutions (framework data, services and applications) to shared needs. An impediment to realizing this potential is the existence of cost recovery practices. Such practices hamper data sharing that is required to accomplish data fusion activities that add value to the publicly-produced source data.

Our assumption is that measurable financial benefits (the public value created through and following data sharing) must be clearly demonstrated to policy makers if they are to consider providing public access to geospatial data, such as parcel data, when subject to cost recovery policies. This project acts on this assumption by seeking to create and implement a model, with proven capacity, to effectively quantify ***public value created by an organization for itself and others*** when it foregoes cost recovery mechanisms and allows any interest that desires its data to access it without fee via a geospatial commons. Specifically, parcel data, part of the geospatial commons<sup>1</sup> supported by MetroGIS, define the thematic scope for this project. The 300 local and regional government organizations that serve the seven-county, Minneapolis-St. Paul metropolitan area comprise the project domain. The geographic and administrative focus is the offices and agencies of Hennepin County, the largest county in the metropolitan area.

**Purpose and Deliverables:** The purpose of this project is to address the need to document measurable financial benefits associated with the sharing of geospatial data by conducting an ROI case study and creating a prototype of a replicable methodology capable of quantifying value (direct and indirect) to both the taxpayer and participating government organizations when government organizations share geospatial data, in particular, parcel data. The proposed QPV methodology builds upon the enterprise [ROI methodology developed by GITA](#). The project managers do not believe GITA's model is sufficient to fully account for the benefits realized in broad and long-term spatial data infrastructure environments. Benefits to the stakeholder community are not accounted for via a ROI analysis. A holistic Cost Benefit Analysis (CBA) methodology, in addition to the GITA ROI methodology, is needed to document the value of investments and benefits for a Spatial Data Infrastructure (SDI) stakeholder community.

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<sup>1</sup> The geospatial commons created via MetroGIS's efforts currently includes 227 datasets, 9 of which are endorsed as a regional or framework solutions, discoverable and accessible via MetroGIS DataFinder ([www.datafinder.org](http://www.datafinder.org)). In addition, MetroGIS's geospatial commons also includes GeoServices Finder (<http://www.mngeo.state.mn.us/GeoServiceFinder>) developed by MetroGIS in collaboration with the state of Mn.

Specifically, the major tasks involved in this project, as described in the grant application, follow. The consultant will be primarily responsible Tasks #1 and #3 but will also have roles to play in Tasks 2 and 4. See Attachment B for guidance for process-related expectations of the consultant.

1) Conduct ROI Analysis for Hennepin County

**(Consultant Task)**

Apply the ROI methodology developed by GITA to Hennepin County agencies and offices.

2) Define Extended ROI Methodology - Document Benefits for SDI Environment

a) Organize independent consultant reviews of the Task 1 results to describe elements that need to be added to the GITA ROI model conducted in Task 1 to satisfy a Cost Benefit Analysis (CBA) for the context of an SDI as described in the narrative.

b) Host a webinar-based forum (e.g., two, 3-hour sessions) to engage experts from across the globe (academic community and managers of successful initiatives) to define benefits attributable to SDI/geospatial commons. The results of the Task 2a reviews, shared with all reviewers, will be used to catalyze discussion on principals, objectives, and methodologies to accomplish the desired extended ROI methodology – “Quantify Public Value (QPV) model”.

3) Apply the Quantify Public Value (QPV) prototype methodology to Hennepin County

**(Consultant Task)**

Use Task 1 consultant to apply expand/refine the Task 1 ROI study to incorporate missing elements that comprise the Quantify Public Value (QPV) model.

4) Refine QPV Methodology

Host a 2-day forum of 10-15 recognized content experts from across the nation and globe to critique the processes and results for Tasks 1-3 and agree on enhancements to the QPV model.

5) Draft Final Project Report, Documenting Findings

6) Present Findings Regionally and Nationally

**Expectations/Deliverables:**

1) MetroGIS's environment is a suitable testbed for applying the ROI analysis developed by GITA and developing a prototype methodology referred to herein as Quantify Public Value (QPV).

2) It is possible to create a trusted methodology to measure public value created from the point of view of the public (taxpayer), that is, not limited to a particular agency's operational objectives. Stated another way, create a means to assess public value created via collaborative ventures, such as MetroGIS (partnerships among organizations) to address shared information needs that cross over existing stovepipes.

3) The results generated by the desired QPV methodology will be presented in quantitative terms that policy makers can directly relate to their particular operations including the ability to compare and contrast them to the costs of supporting their operations with and without participating in a geospatial commons. In other words, provide the “factual cover” needed by policy makers to support policy modification needed to widely share geospatial data they produce via a geospatial commons.

4) It is possible to identify intangible (effectiveness and socio-political) benefits attributable to data sharing and describe some form of measurement to supplement measures of tangible benefits.

5) The methods and variables must account for the range of uses, mixture of quantitative and qualitative measures and various stakeholder interests – elected official, citizen, etc. and variety of themes – financial, political, social, strategic, ideological, and stewardship in both the short- and long-term horizons.

6) The methodology will leverage best practices from the European Commission, Australia, and elsewhere where models have been developed for similar purposes.

7) The methodology will be designed in such a way to enable it to be integrated into the next-generation [MetroGIS Performance Measurement program](#) to provide for ongoing

- assessment, a goal of which is to create a reporting schema that leverages “dash board” technology and be incorporated into MetroGIS’s organizational [website](#).
- 8) The resulting methodology will be able to be used as a building block to support analysis of benefits for other regional (multi-county) Spatial Data Infrastructures (SDI) that serve Minnesota and elsewhere.
  - 9) A Project Advisory Team will be created, whose members include individuals with appropriate expertise from the local, national and international communities.
  - 10) Project information for public access will be provided using a Creative Commons licensing scheme, Attribution/Share-Alike (<http://creativecommons.org/licenses/by-sa/3.0> )
  - 11) Consultant roles and responsibilities:
    - a) Work under general direction of the MetroGIS QPV Project Team. Prof. Francis Harvey and Randall Johnson, MetroGIS Staff Coordinator, who will be members of this team and serve as co-project managers. (See the grant application for their bios.)
    - b) Attend required training on the GITA ROI methodology with the project managers. The travel expenses are included in the grant budget; do not include this expense in the proposed budget for this Request for Proposals. The training date will be set in collaboration with each of the grant recipients. It is expected that this training will be held early to mid-May.
    - c) Serve as the primary support for Tasks 1 and 2 and participate in Tasks 2 and 4, as described in Attachment B.
    - d) Submit a draft written report for review and comment by MetroGIS leadership and members of the Project Advisory Team, which documents the study results in the form of completion of the worksheets developed by GITA, addresses the expectations of the consultant, and includes a written narrative describing the findings, what worked well, what did not work well, and suggestions to improve upon the results.
    - e) Address comments on the draft report, modify the draft report accordingly, and submit a written final report to the project managers within a timeframe consistent with the project as approved by the FGDC.

**Key Project Milestones - Preliminary** (See the [grant application](#) for more information):

- Early-Mid May: Attend Orientation/Training (Travel: lead researchers and consultant – airline and 2 nights \$2,000 and Workshop Fee: \$5,000. To be paid with grant funds in addition consultant contract.)
- May – August: Complete Task 1
- September: Complete Task 2a – Consultant Reviews of Hennepin ROI Study
- October: Complete interim report
- December: Complete Task 2b – Define Quantify Public Value (QPV) model
- January – March 2011: Complete Task 3 – Apply QPV to Hennepin County
- March 2011: Distribute Task 3 results to Task 4 participants
- April: Complete Task 4
- May 2011: Complete final report

**Qualifications of Consultant:**

- Has demonstrated experience and success with development of Return on Investment (ROI) related to use of geospatial data and technology and preferably with Cost-Benefit methodologies.
- Has demonstrated understanding of typical county business operations in the United States organization of government and public administration and how GIS technology is used to support these typical business operations.
- Has an understanding of how organizations (public, non-profit and for-profit) utilize and add value (tangible and intangible) to geospatial data created by others to support internal

business operations that, in turn, is valuable not only to themselves but also to others. In particular, value created that involves parcel data.

- Has understanding of the collaborative environment that has been cultivated, through MetroGIS's efforts, in the Twin Cities metropolitan area to widely leverage geospatial related investments that have been made by the various stakeholders.
- Preferably has experience participating in spatial data infrastructure projects of a regional nature in the United States.
- Preferably has experience developing measures for a multiple participant organization, such as MetroGIS, that is comprised of many cross-sector interests, functioning as if a single entity (e.g., virtual enterprise across several sectors), to address a shared need.
- Preferably is aware of the objectives of the National Spatial Data Infrastructure (NSDI) and how MetroGIS is striving to establish itself as a functional component of the NSDI.

**Proposed Schedule – Consultant Components:** Early May 2010 to March 2011. Specific milestones and deliverables will be determined with prospective contractors during negotiations. Incentives and penalties may also be determined.

**Budget for Consultant Portion of the Project:** \$20,000 (note: travel to the required GITA ROI training workshop to be paid with grant funds in addition consultant contract – see *key project milestones, above.*)

# ATTACHMENT B

## Guidance for Development of Proposals

**Overview:** The project managers recognize the need to focus the scope given the limited budget available. To ensure clarity of understanding, the proposals need to be as directly comparable as possible. Accordingly, the following guidance is provided with an eye toward assuring both points. The following guidance is provided to proposers in addition to previous discussion of expectations.

The consultant's principal responsibility will be to complete Tasks 1 and 3.

Task 1: Complete an ROI analysis, as defined by GITA in the publication entitled "[\*Building a Business Case for Shared Geospatial Data and Services\*](#)", focusing on Hennepin County and primarily on parcel data as a component of MetroGIS's [\*Regional Parcel Dataset\*](#).

Task 3: Complete an extended ROI analysis, referred to in the grant proposal as Quantify Public Value (QPV) analysis focused on Hennepin County's operations and primarily on parcel data as a component of MetroGIS's Regional Parcel Dataset.

Consultant proposal should also offer a strategy for participating in the other aspects of the project, as described in Attachment A. Outcomes from Task 2 will be critical for Task 3 and the consultant needs to stay abreast of Task 2 materials and results. Guidance on methodology and organization of the tasks defines the parameters for consultant participation.

### **Proposal Guidance:**

- A) The MetroGIS QPV Project Team will provide the consultant with a prioritized non-exclusive listing of:
  1. Key interests within Hennepin County for interviews (see item C6, below)
  2. Key non-government organizations<sup>2</sup> for interviews (see item C7, below)
- B) During Task 1 – include a question for interview participants to identify those organizational interests they believe could provide added value to parcel data that would be valuable to Hennepin County if they (other interests) had access to parcel data? Also, ask them to describe how Hennepin County might be able to benefit from this value added.
- C) An emphasis in Task 1 on specific governmental and non-governmental agencies is justified if it allows the consultant to fully apply the GITA ROI methodology. Special importance is seen in examining financial and strategic aspects of parcel data sharing categorized by GITA's shared data and services types. Interviews or surveys are suitable instruments for the collection of data; the following principles should be adhered to:
  1. Surveys or interview methods should be well-defined using a consistent methodology and approach; document the interviews; assess limitations; utilize web-based and telephone resources to minimize costs.
  2. Accounting of significance should include measurable values and a systematic approach to intangibles.
  3. Consider the use-chain of geospatial data including indicative assessments.
  4. Use collaborative technologies to minimize expenses, including document editing and blog capabilities.

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<sup>2</sup> All government interests within the MetroGIS community already have free access to parcel data. As described in the narrative, testimonials have been used for over a decade to document benefit to government interests. The focus of this study is documenting benefit to non-government interests specifically regarding access to parcel data for which a cost recovery fee currently applies.

5. Include a strategy for collaborating with the MetroGIS project managers via a password protected website, hosted by Francis Harvey, to manage and share project documents. The strategy needs to allow for password protection and encryption of documents, should such protection be desired, and archival of project documents at the completion of each task.
  6. Draw upon a non-exclusive listing to be provided by the MetroGIS QPV Project Team of selected 'key' interests within Hennepin County from which to target interviews and surveys. At the time this proposal was developed, 10 interviews with individual were anticipated among staff of Hennepin County representing the following three major business functions. A survey of a broader group of county officials is though to be an effective way to gather information and refine the targeting for interviews. Proposals should include a expenses for these interviews and a cost per interview for any additional interviews that may be defined after the project is underway:
    - County GIS Enterprise Manager
    - Parcel Data Production and Maintenance
    - Parcel Data Users
  7. Draw upon a non-exclusive listing of non-government organizations (non-profit and for-profit) to be provided by the MetroGIS QPV Project Team from which to target interviews and surveys. A survey of a broader group of such organizations is though to be an effective way to gather information and refine the targeting for interviews. At the time this proposal was developed, interviews with 7-9 groups from the non-profit sector and 7-9 groups from private industry are further envisioned. Use of survey instruments to complement the interviews may be considered approximately ten such interviews are anticipated. Each of these interests provides services which supplement/compliment county government functions (human services, economic development. urban planning, etc.) and are considered as likely candidates to benefit from and add value to parcel data if they had access. Proposals should include a fee for these interviews and a cost per interview for any additional interviews that may be defined after the project is underway.
- D) The consultant is encouraged to offer an alternative methodology for Items C6 and C7 based upon experience with the outcomes desired.

## ATTACHMENT C

### Purchase Order Terms and Conditions (Professional/Technical Services) (Local Funding)

The following terms and conditions will apply to this procurement:

**1. Definitions.** As used in this purchase order, "Buyer" means the Metropolitan Council or a division, program, or department of the Metropolitan Council. "Vendor" means the individual, company, or organization from whom the services are ordered. "Work" means the provision of the services ordered under this purchase order, including furnishing necessary parts, materials, machinery, tools, and equipment.

**2. Purchase Order Authority; Applicable Terms.** The Vendor's copy of the purchase order, when properly signed, is recognized by the Buyer as authority for commencing performance of the Work, supersedes all previous communications and negotiations except as specifically incorporated, and constitutes the entire agreement between the parties. No terms stated by the Vendor in accepting or acknowledging an order shall be binding on the Buyer unless accepted in writing by the Buyer. In particular, commencement of performance of the Work by the Vendor in the absence of the Buyer's agreement to the Vendor's proposed terms will constitute the Vendor's acceptance of the terms of this purchase order and any terms or documents incorporated in this purchase order by reference. This order is subject to any special specifications, terms or conditions accompanying or incorporated by reference in this order by the Buyer.

**3. Completion of Work; Payment.** The Work must be completed no later than the delivery date or dates specified in this purchase order. Unless the Buyer agrees otherwise, services on the Buyer's property must be provided between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding holidays.

The Vendor shall submit a monthly invoice containing Vendor's estimate of payment due and owing based on the percentage completion of the Work during the billing period. On verification and acceptance by the Buyer, the Buyer will pay Vendor the invoiced amount. Upon completion of the Work, the Vendor shall submit a final invoice and request for payment of the amounts then owing. The Buyer will pay this final invoice upon the Buyer's approval and acknowledgement of satisfactory completion of the Work.

**4. General Terms.** The Vendor will supervise and be solely responsible for all aspects of the Work. Unless the Buyer agrees otherwise, the Vendor will provide and pay for all labor, materials, parts, equipment, tools, machinery, transportation, and other facilities necessary for completion of the Work. The Vendor shall be responsible for the satisfactory work performance of all its employees or subcontractors in performing the Work. Persons employed by the Vendor to perform the Work shall not be considered employees of the Buyer for any purpose.

The Vendor shall procure and keep current any licenses, permits, or certificates which may be required for the performance of the Work and will obtain and pay for all permits, licenses, and inspections necessary for completion of the Work.

All reports, data, materials, information, and other work products prepared and developed in connection with the provision of services: (a) shall become the property of the Buyer; (b) shall not be the subject of an application for copyright by or on behalf of the Vendor, its subcontractors,

their agents or employees; and (c) shall not be made available to any person without the prior written approval of the Buyer.

**5. [Reserved]**

**6. Indemnity; Insurance.** The Vendor agrees to defend, indemnify, and save the Buyer harmless from any expenses, damages, or claims arising from the performance under this purchase order by the Vendor, its agents or employees.

The Vendor shall procure and maintain insurance sufficient to protect the Buyer against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Work by the Vendor or its employees, subcontractors, representatives or agents.

**7. [Reserved]**

**8. Applicable Law; Compliance with Law.** The laws of the state of Minnesota shall govern this purchase. In the performance of its obligations pursuant to this contract, the Vendor agrees to comply with all applicable provisions of federal, state, and local laws, regulations, and directives, and agrees that the most recent of such provisions will govern this contract at any particular time.

**9. Non-Discrimination.** The Vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability, or age.

**10. Record-keeping; Audit.** The Vendor agrees to keep and maintain during the performance of this purchase and for a period of six years following, records and files relating to the final financial aspects of this purchase, and further agrees to allow the Buyer or designated federal or state personnel to enter on the Vendor's premises and to inspect, copy and audit the above records, files, and premises.

**11. Prompt Payment.** The Vendor agrees to pay any subcontractors and material suppliers within 10 calendar days of the Vendor's receipt of payment from the Buyer for undisputed services provided by the subcontractor or material supplier. The Vendor shall pay to the subcontractor or material supplier interest of one and one-half percent per month or any part of a month on any undisputed amount not paid on time. On unpaid, undisputed amounts of \$100 or more, minimum monthly interest rate shall be \$10. The Vendor will defend, indemnify, and hold harmless the Buyer for any mechanics' or materialmens' liens that are filed relating to the Work. At the request of the Buyer, the Vendor will deliver to the Buyer a complete release of all liens which may have filed and/or complete receipts and waivers of lien rights for all labor, materials, and equipment for which a lien could be filed and the Vendor's sworn statement verifying that all charges for labor and materials have been paid.

**12. Conflict of Interest.** The Vendor certifies that to the best of its knowledge no officer or employee of the Buyer has any pecuniary interest in the business of the Vendor and that no person associated with the Vendor has any interest that would conflict in any manner or degree with the provision of services under this purchase order.

**13. Workers Compensation; Tax Withholding.** Vendor represents that it is compliance with the workers compensation coverage requirements of Minnesota Statutes, section 176.181,

subdivision 2, and that it, and all its subcontractors or material suppliers under this contract, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

**14. Termination.** The Buyer may terminate this purchase order at any time and for any reason by giving Vendor thirty days written notice of the termination. In such event, all Work completed

by Vendor shall become the property of Buyer and Vendor shall be entitled to compensation for all authorized services satisfactorily completed under this purchase order prior to the date of termination.

**15. Data Practices.** Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the Vendor by the Buyer pursuant to this purchase order, the Vendor will administer and maintain any such data in accordance with Minnesota Statutes, Chapter 13 (the "Minnesota Government Data Practices Act"), and any other statutory provisions applicable to the data. If and to the extent that Minnesota Statutes, section 13.05, subdivision 11, is applicable to this purchase order, then: a) all of the data created, collected, received, stored, used, maintained, or disseminated by the Vendor in performing this purchase order are subject to the requirements of the Minnesota Government Data Practices Act; b) the Vendor must comply with those requirements as if it were a government entity; and c) the remedies in Minnesota Statutes, section 13.08 apply to the Vendor. In the event the Vendor receives a request to release data referred to in this section, the Vendor must immediately notify the Buyer. The Buyer will give the Vendor instructions concerning the release of the data to the requesting party before the data is released.

**16. Assignment.** The Vendor shall perform with its own organization all the work provided for under this purchase order and shall not assign, subcontract, sublet, or transfer any of the work without receiving the express written consent of the Council.

**17. Commissioner of Health Licensing, Certifications, and Rules.** All asbestos-related work or asbestos management activity, if any, performed by the Vendor under this purchase order shall be performed: a) by persons or subcontractors licensed or certified (for the types of such work or activity to be carried out) by the Commissioner of Health under the Minnesota Asbestos Abatement Act, Minnesota Statutes, sections 326.70 to 326.81; and b) in accordance with rules prescribed by the Commissioner of Health related to asbestos abatement and asbestos management activity. Prior to commencing any such work, the Vendor shall provide to the Buyer copies of currently valid licenses or certificates (for all the types of asbestos-related work or asbestos management activities to be carried out under this purchase order) issued by the Commissioner of Health under the Minnesota Asbestos