



June 3, 2011

Solicitation for Proposals

MetroGIS Quantify Public Value Study – “Defining Values” Component

The Metropolitan Council, acting on behalf of [MetroGIS](#), is seeking to retain a contractor with proven expertise to lead the “Defining Values” component of the MetroGIS Quantify Public Value (QPV) Study.

Context: [MetroGIS](#) is a regional spatial data infrastructure (SDI) serving the seven-county, Minneapolis- St. Paul metropolitan area (region). 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. MetroGIS’s principal focus is to implement solutions to shared geospatial needs of the over 300 local and regional government interests that serve the region. Local and regional government interests recognize that substantial further efficiencies are possible if partnerships with non-government interests, which have like needs, are also able to be realized.

Through the subject QPV Study, MetroGIS is attempting to develop a methodology to document and measure public value creation through the sharing of geospatial data, in particular, geographically-referenced parcel data. A [federal grant](#) was awarded for the MetroGIS [QPV Study](#) because there is no known methodology to accomplish this objective. See Attachment A for more detailed explanation of the MetroGIS QPV Study and the subject “Defining Values” component. Our goal is to begin this “Defining Values” component in August, with completion mid-Fall 2011.

Proposals Requested: To conduct the “Defining Values” component of the broader MetroGIS QPV Study. The consultant will work under the general direction of a MetroGIS Advisory Team and in coordination with the research coordinator via a professional services agreement. The goal is to execute this agreement in accordance with the [Metropolitan Council](#)’s policies and procedures, on behalf of the MetroGIS community. The Terms and Conditions for working under a professional services agreement are presented in Attachment C. Note that the Council does not sign terms and conditions of other parties.

Written proposals, which need not exceed 3-5 pages, 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 requirements in Attachment A.*)
- 3) Price (*The price of the proposal will be approximately equal in importance to a combination of the criteria shown above.*)

The Evaluation Panel will consider the trade-off between proposal price and the other evaluation criteria in determining the proposal which is most advantageous to MetroGIS community.

Questions: Should you have any questions concerning this solicitation, please submit them by email to me at aron.weddington@metc.state.mn.us no later than **Friday, June 17, 2011**, **subject line: Defining Values-QPV Study**. All questions regarding this solicitation are to be directed only to me, the solicitation Administrator. Questions material to this solicitation shall be made available to all potential proposers. Potential proposers may be disqualified if any unsolicited contact related to

this solicitation is made with an employee or representative of the Council other than the solicitation Administrator during the solicitation process.

Letter RFP – QPV Study

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Deadline: All written letters of interest are due by **Friday, July 15, 2011, at 4:00 PM local time.**

Proposals should be attached to an e-mail as a “.doc” or “.docx” file (compatible with Microsoft® Office Word 2007) or “.pdf” document (compatible with Adobe® Acrobat 9.0 Standard) and e-mailed, with **Defining Values-QPV Study** in the subject line, to:

laron.weddington@metc.state.mn.us

The e-mail message should be titled “MetroGIS Researcher”.

(Receipt will be confirmed by e-mail reply.)

Copyrighted proposals will not be accepted. The Minnesota Government Data Practices Act provides that the names of proposers are public once the proposals are opened. With the exception of trade secret information as defined in Minnesota Statutes, section 13.37, all other information submitted by a proposer in response to this solicitation becomes public at the times specified in the act and is then available to any person upon request.

The Council reserves the right to cancel this solicitation in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. No proposer shall have a right to make a claim against the Council in the event the Council accepts a proposal or does not accept any or all proposals. The Council by this solicitation does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any proposer, to reject any provisions in any proposal, to modify solicitation contents, to obtain new proposals, to negotiate the requested services and contract terms with any proposer, or to proceed to do the work otherwise.

Sincerely,

Laron Weddington
RFP Administrator, Contracts and Procurement Unit

Attachments:

cc: Project Description and Expectations
High-Level Methodology
Sample Contract Document

ATTACHMENT A

Project Description and Expectations

(Scope of Work)

Purpose of the Broader Effort - MetroGIS Quantify Public Value (QPV) Study

As Stated In The Awarded Federal Grant Application - This study proposes development of a methodology capable of quantitatively measuring public value (QPV) created when organizations actively participate in a geospatial commons. The territorial focus is Hennepin County, Minnesota; the 32nd largest county in the United States by population, and the local government jurisdictions within it. The study involves interviewing representatives of all forms of government, non-profit, utility, industry, and academic interests serving the seven-county, Minneapolis-St. Paul metropolitan area - the MetroGIS community.

Understanding public value created when public producers of geospatial data openly share their data is a key issue in discussions surrounding spatial data infrastructure (SDI) development and continued support. The scope of this prototyping effort has been limited to parcel data (spatial and tabular), in particular data that adheres to interoperability standards. The proposed QPV methodology which is to be developed as a component of the study will attempt to account for public benefit created through reuse of parcel data by others who use these data.

Working Purpose Statement - To document whether placing geo-referenced parcel data into the public domain creates more public value (from the taxpayer's perspective) than the practice of cost recovery to obtain access.

Role of the "Defining Values" Component

The MetroGIS Study Support Team¹ (Study Team) believes decision-makers make decisions to support GIS related services more from a perception of general public value rather than a specific economic analysis of a financial return on investment (as long as the dollar amount of the investment is modest in comparison to their normal budgetary considerations). Successful completion of the "Defining Values" component is, therefore, critical to the success of the larger MetroGIS QPV Study.

The goals of this "Defining Values" component are to discover and document, according to major stakeholder type:

- Public benefit theme categories that decision makers might use in determining and evaluating public value creation potential (as a result of parcel data placed in the public domain).
- Information/presentation approaches that support staff would need to make a case for public value benefits deemed to be meaningful by decision makers.

The Study Team agreed on the high-level methodology presented in Attachment B to catalyze development of a final methodology for this "Defining Values" component study. A core principal is that the preferred method is focus group centric, with the participants representing a wide variety of government and non-government interests that serve the geographic extent of Hennepin County, in particular interests that currently cannot access parcel data without paying a fee.

A key assumption of the Study Team is that each stakeholder group is likely to have a different set of priorities and it needs to understand what those priorities are and how they differ. The Study Team

¹ The members of the MetroGIS QPV Study Advisory Team are: David Arbeit, GIO State of Mn; Terry Schneider, Chair of the MetroGIS Policy Board and Mayor of Minnetonka; Rick Gelbmann (Metropolitan Council); Randy Knippel (Dakota County); Gary Swenson (Hennepin County); Larry Charboneau (NCompass), Will Craig (University of Mn – CURA), Peter Henschel (Carver County), Laura Kalambokidis (University of Mn – Applied Econ), Steve Swazee (Shared Geo), and Sally Wakefield (Envision Minnesota – formerly 1000 Friends of Minnesota). Professor Francis Harvey is the Study Research Coordinator and Randall Johnson, MetroGIS Staff Coordinator, is the Study Administrative Coordinator.

also needs to understand how the various groups relate to MetroGIS's objective to seek out partnership opportunities to address shared information needs.

Finally, another outcome sought of the "Defining Values" component study is to identify those benefit streams that should be targeted for measurement. The Study Team believes that this outcome will be created by understanding the broad types of information needed "to make a case for public value benefits viewed as most meaningful to policy makers". This information would, in turn, be used to measure relative importance of each category of public value (benefit) potential that could be created if open access to parcel data were established. To the extent possible, the ultimate objective is to support a capability to quantify the differences among public value benefits by stakeholder organization type. This foundational information would then be used by the Team to act on the deliverable for the broader QPV Study deliverable - "develop a methodology capable of quantitatively measuring public value (QPV) created when organizations actively participate in a geospatial commons."

Project Management Expectations:

1) **Contractor:**

The successful proposer may be an individual or multiple individuals who may or may not be currently affiliated with one another. A primary contractor and a part-time assistant are anticipated. The assistant would have responsibility for, but not limited to, assisting with documenting and analyzing the results for each session and preparing the final project report.

2) **Project Oversight:**

- a) The MetroGIS Staff Coordinator will serve as project manager.
- b) The successful proposer will work under general direction of the MetroGIS QPV Study Advisory Team and Research Coordinator. The project manager will serve as lead support to this team.

3) **Process Expectations:**

- a) The high-level methodology calls for seven, half-day focus group sessions to be conducted, each involving 6-8 participants representing a single stakeholder organizational category (e.g., utilities, business community, regional government, etc.). MetroGIS will be responsible for defining the stakeholder organizational categories and individuals to participate in each of the respective focus groups.
- b) The focus group sessions will take place at a frequency of generally not more than one per week to provide sufficient time for preparation and post session documentation.
- c) The subject focus group-based methodology must ensure that:
 - Simultaneously: a) identify benefit theme categories for public value creation and b) provide means to measure relative public value created among the various benefit theme categories.
 - Contributions to the body of work are elicited from each stakeholder participant via a consensus-based process.
 - Each idea/concept offered is captured and displayed in a location visible to the entire group throughout the group session.
 - Each idea/concept is related via logic of cause and effect tendencies and hierarchical relationships.
 - Relationships are illustrated among ideas/concepts during the sessions in such a way to allow them to be refined and changed throughout the session.

- The outcomes are assessed to how adequately the specific questions and issues in the methodology have been addressed.
- d) The results of the facilitation technique must be documented:
 - In diagram format during the session.
 - Digitally both in diagram and narrative form following the session including discussion of process and an assessment of facilitation technique and activities.
 - e) Focus group participants will be volunteers.
 - f) MetroGIS support team will assist with preparations and post session efforts at no expense to the grant.
 - g) Produce results that are trusted by both policy makers and managers representing major organizational types that serve the Twin Cities.
 - h) Ensure that all participants substantially contribute to continuous refinement of the body of work.
- 4) **Consultant Roles and Responsibilities:**
- a) Work closely with the MetroGIS QPV Study Team to refine the high-level methodology developed by the Team consistent with the specifications outlined herein.
 - b) Provide the project manager with periodic progress updates in a mutually agreed upon form and frequency.
 - c) Facilitate the focus groups in a manner consistent with accomplishing the design goals.
 - d) Document the results of the focus group sessions and relationships discovered among the individual session results in accordance with the deliverables defined in this solicitation for proposals.
 - e) Present the preliminary results to MetroGIS leadership for comment and modify the draft report accordingly prior to final submission.
- 5) **Funding and Budget:** The MetroGIS QPV Study has been awarded a \$50,000 federal grant, of which \$26,000 remained at the time of this writing. The subject “Defining Values” component of the broader QPV Study is anticipated to cost approximately \$14,000. To the extent that the final mutually agreed upon design would differ from the expectations stated herein, this preliminary budget is subject to modification.

Qualifications of Consultant (*individual or team*):

Required:

The successful proposer must possess the following knowledge, skills, and expertise:

- a) Working knowledge of the concept of “public value creation”.
- b) Experience facilitating focus groups and/or interviews consistent with the project expectations.
- c) Experience conducting assessments designed to improve organizational effectiveness.
- d) Experience facilitating discussions and interviews simultaneously with decision-makers and managers.
- e) Experience synthesizing and analyzing information obtained through interviews/focus groups.
- f) Serving as primary support under general direction.

Preferred:

- a) Understanding of the collaborative environment cultivated through MetroGIS’s efforts to widely leverage geospatial related investments made by diverse stakeholders.

- b) Experience evaluating options to improve organizational efficiencies through use of geospatial technology.
- c) Working knowledge of how organizations utilize and add value (tangible and intangible) to geospatial data they receive from others to support their internal business operations; the products of which are valuable to other organizations (i.e., foundation upon which to pursue partnerships).

ATTACHMENT B

High-Level Methodology

On April 25, 2011, the MetroGIS QPV Study Advisory Team endorsed the following high-level methodology for the subject “Defining Values” component of the broader MetroGIS QPV Study.

Following agreement on the specific stakeholder organizational types that comprise focus groups, the general approach for obtaining useful information from decision makers and support staff on factoring in “public value” for GIS services is defined below.

Identify one key individual in each stakeholder group that would act as a co-facilitator and contact to other key individuals in that stakeholder group. This individual would also assist in critiquing the initial questions to start the discussion. (See the reference above pertaining to the formatting of the questions.)

Step 1. Agree on the stakeholder groups for which focus groups will be hosted. The Team’s preliminarily approved focus groups are as follows:

- State agencies/Regional governance
- County/City/School District
- Public Utility
- Real estate/development
- Consulting (civil, surveying, traffic, demographic, market research etc.)
- Non-profit
- Business community (Chamber of Commerce, major employer, regional economic development agency etc.)

Step 2. Identify key individuals within each group that would volunteer to serve as a co-facilitator, assist in developing initial questions tailored to that group, and assist in interpreting the business needs and feedback from the focus group. This individual would also assist in inviting between 5 and 8 other members of the stakeholder group (approximately half being decision makers and half being staff members).

Step 3. Have our consultant and stakeholder volunteer develop a set of questions tailored to that specific stakeholder group. The questions will attempt to identify what the primary motivators are that allow the decision makers to recognize the public value of GIS related efforts and what information or resource materials would best be utilized by staff to communicate that public value benefit. The questions would be designed to provoke thinking and free flowing discussion of the focus group members and secondarily to solicit specific factual data.

Step 4. Select and invite up to 8 other stakeholder group members to a two to three hour focus group meeting, potentially at a location familiar with that focus group.

Step 5. Conduct the focus group meetings, with each session potentially being recorded to allow for capture of key comments after the meeting rather than distracting the facilitators with trying to maintain accurate notes of the meeting.

Step 6. Prepare a summary report of the findings from the stakeholder focus groups. The report should identify common themes that may emerge on what evaluation criteria is being used to determine public value and what types of public value items generate the most willingness to invest in GIS data and services. The resulting report would focus more on the identifying the types of information/data that creates the best understanding of the public value for the level of investment for each stakeholder group and how they can best be presented. Connections to return on investment issues are desired but not required.

ATTACHMENT C

Sample Professional/Technical Services Contract

Contract # 10P069B Project Name: MetroGIS QPV Study - “Defining Values” Component

Contract No.: 10P069B

**METROPOLITAN COUNCIL
390 NORTH ROBERT STREET
SAINT PAUL, MINNESOTA 55101**

THIS CONTRACT is entered into between the **METROPOLITAN COUNCIL**, a Minnesota political subdivision (“the COUNCIL”), and _____, a business authorized to do business in Minnesota, with its regular place of business at _____ (“the CONTRACTOR”).

WHEREAS, the COUNCIL requires the services described in Exhibit A to this contract; and

WHEREAS, the COUNCIL has issued a Request for Proposals, dated 5-5-2011 for the services, and

WHEREAS, the CONTRACTOR submitted a proposal dated _____ to perform such services; and

WHEREAS, the COUNCIL has reviewed the CONTRACTOR’s proposal and, in reliance on the representations made, has awarded the contract to the CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises contained in this contract, the parties agree as follows:

I. SCOPE OF WORK

1.01 Scope of Services. This Contract is to provide professional/technical services for:

_____.

The COUNCIL agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to perform in a satisfactory, timely, and proper manner, as determined by the COUNCIL, the services specified in Exhibit A, which is attached to and made a part of this Contract. If there is a contradiction between the terms of this Contract and Exhibit A, the terms of this Contract shall prevail. In the performance of its obligations pursuant to this Contract, the CONTRACTOR 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.

For the purposes of this Contract:

"Work" shall mean all authorized services to be provided by the CONTRACTOR under this Contract;

"Deliverables" shall mean the studies, reports, sketches, drawings, maps, models, photographs, audio/video tapes, computer programs/models, electronic media, specifications, cost estimates, field data, test data, and other tangible documents identified in the attached exhibits to be provided by the CONTRACTOR under this Contract, and as identified in a written notice relating to the Work.

II. COMPENSATION BASIS; MAXIMUM TOTAL COMPENSATION

2.01 Compensation Basis. For the services to be performed under Article I, the COUNCIL will pay CONTRACTOR on the basis of the fee schedule attached as Exhibit B ("Contractor Fee Schedule").

2.02 Maximum Total Compensation. The maximum total compensation payable to the CONTRACTOR by the COUNCIL for all services performed under this Contract, including any expenses incurred, shall not exceed the amount of \$_____.

III. METHOD OF PAYMENT

The CONTRACTOR shall submit to the COUNCIL a reasonably detailed statement of services rendered under this Contract on or before the 20th day of each month following the month in which the services are rendered. Each statement will set forth the following information:

- a. The Contract number.
- b. A list of each item of service on the Fee Schedule which was performed, the date or dates the item of service was performed, and the cost for each item of service in accordance with the Fee Schedule.
- c. The total sum chargeable for the month against the Contract.

On verification and acceptance by the COUNCIL's Contract Manager of each invoice and status report, the COUNCIL will pay the CONTRACTOR the invoiced amount.

Upon completion of the Contract work, the CONTRACTOR will submit to the COUNCIL a final status report, a final invoice, and a request for payment of the sums then owing. The final invoice must include the following certification, signed by an authorized representative of the CONTRACTOR:

The undersigned represents that payment of this request for payment constitutes completion of the services agreed upon and acknowledges that the undersigned shall reimburse the COUNCIL for any payments due the COUNCIL as a result of an audit and any amount due the COUNCIL resulting from Contract adjustments.

The COUNCIL will pay this final invoice upon the COUNCIL's approval and acknowledgment of satisfactory completion of Contract work.

CONTRACTOR will not receive payment for work found by the COUNCIL to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

IV. PROJECT MANAGER

The COUNCIL's Project Manager for the purposes of administration of this Contract is _____, or such other person as may be designated in writing by the COUNCIL. However, nothing in this Contract will be deemed to authorize the Project Manager to execute amendments to this Contract on behalf of the COUNCIL.

V. [RESERVED.]

VI. [RESERVED.]

VII. TIME OF PERFORMANCE; TERMINATION OF CONTRACT

7.01 Time of Performance. The term of this Contract shall commence on the date this Contract is executed and shall terminate on _____, unless otherwise terminated as provided in this Contract.

7.02 Commencement of Services. The Services under this Contract are to commence when authorized in writing by the COUNCIL and are to be completed in accordance with the schedule specified in Exhibit A, or as approved in writing by the COUNCIL. CONTRACTOR shall not commence any work under this Contract until receiving the written authorization.

7.03 Termination of Contract. The COUNCIL shall have the right to terminate this Contract at any time and for any reason by submitting written notice of termination to the CONTRACTOR at least thirty calendar days prior to the specified effective date of termination. In such event, all finished and unfinished Deliverables prepared by the CONTRACTOR and its subcontractors under this Contract shall become the property of the COUNCIL, and the CONTRACTOR shall be entitled to compensation for all authorized services satisfactorily completed under this Contract prior to the date of termination, in accordance with the compensation terms specified in Article II. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNCIL for damages sustained by the COUNCIL by virtue of any breach of this Contract by the CONTRACTOR. The COUNCIL may withhold any payment to the CONTRACTOR until such time as the exact amount of damages due the COUNCIL from CONTRACTOR is determined.

VIII. ACCOUNTING; RECORD-KEEPING; AUDIT REQUIREMENTS

8.01 Records-Keeping. The CONTRACTOR shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this contract in accordance with generally accepted accounting principles and practices, including payrolls, time records, invoices, receipts, and vouchers. The CONTRACTOR shall also maintain the financial

information and data used in preparation or support of the cost submission for any negotiated contract amendment or change order and provide printed or copied documentation to the COUNCIL as requested. These books, records, documents, and data shall be retained for at least six (6) years after the term of the contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case the CONTRACTOR agrees to maintain them until the COUNCIL and any of its duly authorized representatives have disposed of the litigation or claims.

8.02 Audits. As required by Minnesota Statutes, section 16C.05, subdivision 5, the records, books, documents, and accounting procedures and practices of the CONTRACTOR and of any subcontractor relating to work performed pursuant to this contract shall be subject to audit and examination by the COUNCIL and the Legislative Auditor or State Auditor. The CONTRACTOR and any subcontractor shall permit the COUNCIL or its designee to inspect, copy, and audit its accounts, records, and business documents at any time during regular business hours, as they may relate to the performance under this contract. Audits conducted by the COUNCIL under this provision shall be in accordance with generally accepted auditing standards. Financial adjustments resulting from any audit by the COUNCIL shall be paid in full within thirty (30) days of the CONTRACTOR's receipt of audit.

IX. INDEMNIFICATION; INSURANCE REQUIREMENTS

9.01 Indemnification. The CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the COUNCIL and its members, agents, and employees against any and all claims, expenses (including attorneys' fees), losses, damages, or lawsuits for damage or injury arising out of or resulting from the CONTRACTOR's performance of the contract, including acts or omissions of its employees, subcontractors, representatives, or agents.

9.02 Insurance Requirements. The CONTRACTOR shall procure and maintain for the term of the contract insurance against injuries to persons or damage to property, which may in any manner arise out of or result from acts or omissions in performing work under this agreement, by the CONTRACTOR or its employees, subcontractors, suppliers, representatives or agents. Any deductibles or self-insured retentions are the sole responsibility of CONTRACTOR. They must be declared to and approved by the COUNCIL.

9.03 Minimum Scope of Insurance.

1. Commercial General Liability occurrence form coverage including liability arising from premises, operations, independent contractors, products-completed operations (if applicable), personal injury and advertising injury, and contractual liability assumed under this contract;
2. Business automobile coverage for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased;
3. Statutory Workers' Compensation and Employers' Liability coverage, including, other states coverage and, if applicable, Maritime and/or United States Longshoremen and Harbor Workers Act Coverage. If CONTRACTOR is a sole proprietor the following shall be provided:

- a. Documentation that CONTRACTOR has voluntarily chosen not to purchase workers' compensation coverage; and/or
 - b. Evidence of a personal health and disability insurance coverage;
4. Errors and Omissions insurance appropriate to the CONTRACTOR's profession. Specify if this is a Claims Made or Occurrence form, and if Claims Made, include the retroactive date.

9.04 Limits of Insurance: The CONTRACTOR shall maintain the following limits.

1. Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$1,000,000 products/completed operations aggregate. The general aggregate limit shall apply separately to this contract.
2. Automobile Liability with a limit not less than \$1,000,000 Combined Single Limit.
3. Workers' Compensation to be statutory. Employer's Liability with a limit not less than \$500,000 each person per accident, \$500,000 each employee by disease, and \$500,000 all employees by disease.
4. Umbrella Liability excess of the above with a limit of \$5,000,000.

9.05 Other Insurance Provisions. The general liability and automobile insurance shall contain the following provisions:

1. The COUNCIL, its members, agents, and employees added as additional insureds under the CGL coverage and under the commercial umbrella, if any. The CONTRACTOR's insurance coverage shall not contain any special limitations on the scope of protection afforded to the COUNCIL, its members, agents and employees.
2. The CONTRACTOR's insurance coverage shall be primary and non-contributory as respects the COUNCIL, its members, agents and employees.
3. The CONTRACTOR shall be responsible for obtaining separate certificates and endorsements for each subcontractor. Coverage for subcontractors shall be subject to all of the requirements stated in this article, except that the CONTRACTOR may determine the appropriate minimum limits for subcontractor's coverage.
4. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice, has been given to the COUNCIL at the following address:

**Metropolitan Council
Attn: Risk Management
390 North Robert Street
Saint Paul, MN 55101**

In addition to notifying its insurer(s) in accordance with the policy, CONTRACTOR shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the COUNCIL.

5. Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the COUNCIL, its members, agents and employees, for losses arising out of the performance of this contract.
6. Insurance is to be placed with insurers with Best's rating of no less than A:VII.

9.06 Verification of Coverage. The CONTRACTOR shall furnish the COUNCIL with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the COUNCIL before work commences. The COUNCIL reserves the right to require complete, certified copies of all required insurance policies at any time.

9.07 CONTRACTOR's Responsibility for Insurance. The COUNCIL does not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the CONTRACTOR's business or interests. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract. Notwithstanding any policy or policies of insurance, the CONTRACTOR shall be obligated for the full and total amount of any damage, injury, or loss arising out of or resulting from acts or omissions in performing work under this agreement.

9.08 Non-Waiver of Municipal Immunity and Limits. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

X. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

10.01 Prohibition on Discriminatory Practices. The CONTRACTOR will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their 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.

10.02 Affirmative Action. The provisions of this Section 10.02 apply only if the amount of this Contract (including the value of any amendments thereto) exceeds \$100,000.

A. General Requirements. The requirements of Minnesota Statutes, section 473.144, and Minnesota Rules, parts 5000.3400 to 5000.3600, regarding affirmative action plans, are incorporated in this contract by reference.

B. Disabled Individuals Affirmative Action.

1. The CONTRACTOR must not discriminate against any employee or applicant for employment because of a physical, sensory, or mental disability in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without

discrimination based upon their physical, sensory, or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2. The CONTRACTOR agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
3. In the event of the CONTRACTOR's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
4. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form prescribed by the Commissioner of the Minnesota Department of Human Rights. Such notices must state the CONTRACTOR's obligation under law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
5. The CONTRACTOR must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically, sensory, and mentally disabled persons.

10.03 Freedom from Sexual Harassment. The COUNCIL has a policy which establishes a work environment for COUNCIL employees free of sexual harassment of any form, whether mental or physical. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform to this policy as their actions may relate to COUNCIL employees.

10.04 Drug Free/Graffiti Free Environment. The CONTRACTOR shall not permit the possession or use of intoxicating liquors or illegal drugs by the CONTRACTOR, its subcontractors, or their agents or employees upon any COUNCIL facility or property.

The COUNCIL prohibits the display of all graffiti of any kind, plus pictures and other materials of any kind, containing racial or ethnic slurs, sexually explicit material, or general foul language on all COUNCIL property and facilities. The CONTRACTOR shall require its employees, subcontractors, and all other persons providing materials and services for the Work, to conform with this prohibition of display of graffiti, pictures, and other materials on or within CONTRACTOR 's, subcontractors', and other persons' equipment, facilities, and vehicles which are located upon, brought onto, or used on COUNCIL property and facilities.

XI. AMENDMENTS

The terms of this contract may be changed by mutual agreement of the parties. Such changes shall be effective only on the execution of written amendment(s) signed by the COUNCIL and the CONTRACTOR.

XII. ASSIGNMENT; SUBCONTRACTS

12.01 Assignment. Except as provided in this part, the CONTRACTOR shall perform with its own organization the Work provided for under this Contract and shall not assign, subcontract, sublet, or transfer any of the Work without receiving the express written consent of the COUNCIL.

12.02 Suspended or Debarred Subcontractors. The CONTRACTOR shall not make awards to subcontractors who have been suspended or debarred by the State of Minnesota.

12.03 Names of Subcontractors. The CONTRACTOR shall furnish, in writing, the names of all subcontractors, and their proposed scope of work to be used to complete the Work. The COUNCIL will in writing within two weeks of receipt of subcontractor information, advise the CONTRACTOR of the COUNCIL's acceptance or objection to proposed subcontractor(s). The CONTRACTOR's submission shall contain the CONTRACTOR's express representation that none of the listed subcontractors have been suspended or debarred from award of contracts or subcontracts under state or local law. The CONTRACTOR shall not contract with any subcontractor to whom the COUNCIL has made objection.

12.04 Requirements of Subcontractor Contracts. All subcontracts between the CONTRACTOR and its subcontractors shall require each subcontractor to be bound to the CONTRACTOR by the terms of this Contract, and to assume toward the CONTRACTOR all the obligations and responsibilities which the CONTRACTOR, by this Contract, assumes toward the COUNCIL.

12.05 Subcontract Requirements. All subcontracts shall expressly state that incorporation by reference of specific terms and conditions of this Contract shall not be deemed to create any contractual relationship between the COUNCIL and any subcontractor, and that subcontractors are not third-party beneficiaries of this Contract.

12.06 [Reserved.]

12.07 Prompt Payment of Subcontractors. Consistent with Minnesota Statutes, section 471.425, if any part of the Work is subcontracted, the CONTRACTOR shall pay any such subcontractor within ten days of the CONTRACTOR's receipt of payment from the COUNCIL for undisputed services provided by the subcontractor. The CONTRACTOR shall not, by reason of said payments, be relieved from responsibility for that portion of the Work done by the subcontractor and shall be responsible for the entire Work until the same is finally accepted by the COUNCIL.

The CONTRACTOR shall pay interest at the rate of 1½ percent per month or part thereof to a subcontractor on any undisputed amount not paid in accordance with the preceding paragraph. The minimum monthly interest payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the CONTRACTOR shall pay the actual interest due to the subcontractor.

In accordance with Minnesota Statutes, section 471.425, a subcontractor who prevails in a civil action to collect interest penalties from the CONTRACTOR must be awarded its costs and disbursements, including attorney fees, incurred in bringing the action. Execution of this Contract constitutes the CONTRACTOR's consent to such award in the event a subcontractor prevails in such an action.

XIII. RETENTION AND REUSE OF DOCUMENTS

13.01 Deliverables to be Kept Confidential. All Deliverables along with such working papers, calculations, notes, and other information used to produce the Deliverables shall be kept as confidential and shall not be made available to any individual or organization by the CONTRACTOR, its subcontractors, or their agents or employees without the prior written approval of the COUNCIL.

13.02 Documents Property of COUNCIL. All documents and records coming into the possession of the CONTRACTOR relating to the Work shall be provided to the COUNCIL by the CONTRACTOR. Deliverables shall become the property of the COUNCIL. The CONTRACTOR is not, however, required to provide the COUNCIL with the CONTRACTOR's correspondence file and original working papers, calculations, and notes developed as a result of the Work. The CONTRACTOR shall make available to the COUNCIL copies of the CONTRACTOR's correspondence and original working papers, calculations, and notes relating to the Work upon request of the COUNCIL.

13.03 Format of Deliverables. Deliverables shall be prepared in standard English (US) units and language. Upon completion or termination of this Contract, the CONTRACTOR shall provide the COUNCIL with a copy, in electronic form, of all Deliverables, reports, studies, and other documents developed by the CONTRACTOR in connection with the matters which are the subject of this Contract. Such materials shall be provided in an electronic format compatible with of the following, as appropriate:

- Word processing files: Microsoft® Word 97 or 2003 or 2007
- Spreadsheet files: Microsoft® Excel 97 or 2003 or 2007
- Database files: Microsoft® Access 97 or 2003 or 2007
- Drawing files: AutoCAD 2005 or newer
- Other formats: as agreed to in advance by the COUNCIL

13.04 Deliverables Not Subject to Copyright. COUNCIL is hereby granted a right and license to any copyright that may subsist in or to the Deliverables to make, have made, reproduce, have reproduced, distribute, make derivative works from, and otherwise use the

Deliverables produced under this Contract for COUNCIL purposes, all without notice or accounting to the CONTRACTOR, provided COUNCIL appropriately acknowledges the contributions of creators in developing the Deliverables.

XIV. GENERAL PROVISIONS

14.01 Legal Compliance. This contract shall be governed by and construed according to the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. The CONTRACTOR will comply with all of the COUNCIL's resolutions and policies applicable to this contract and with all applicable local, state or federal laws or regulations. The CONTRACTOR agrees that the most recent version of these shall govern at any given time. The CONTRACTOR shall exert its best efforts to give all notices required by law and to avoid violations of the law in connection with services provided under this contract. The CONTRACTOR shall monitor its agents, subcontractors, and employees for the purposes of ensuring compliance with all applicable laws. If any change in circumstances or law will affect the CONTRACTOR's performance under this contract, the CONTRACTOR will notify the COUNCIL's Project Manager of the change in circumstances or law at the CONTRACTOR's earliest opportunity.

14.02 Independent Contractor Status. The CONTRACTOR, in performance of work under this contract, operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the COUNCIL by any reason of this contract, and that it will not by reason of this contract make any claim or demand nor apply for any right or privilege applicable to an officer or employee of the COUNCIL, including, but not limited to, workers' compensation coverage, unemployment or reemployment insurance benefits, Social Security coverage, or retirement membership or credit. The CONTRACTOR assumes sole responsibility for payment of all taxes required by federal and state law, including income, employment, property, or franchise taxes.

The CONTRACTOR shall be responsible for the satisfactory work performance of all its employees or subcontractors in performing the work described in this contract. Any person employed by the CONTRACTOR to perform services under this contract shall not be considered an employee of the COUNCIL for any purpose. The CONTRACTOR shall be responsible for payment of all employee wages and benefits and the costs of any subcontractor. The CONTRACTOR shall comply with the requirements of employee liability, workers' compensation, unemployment or reemployment insurance, and Social Security, as applicable to its operations. The CONTRACTOR shall have in effect personnel policies that conform to all applicable federal, state and local laws. The CONTRACTOR shall maintain at all times a current list of personnel assigned to perform work with corresponding documentation of any current licenses or certifications each employee must legally have to carry out the employee's assigned duties.

14.03 Conflict of Interest. The CONTRACTOR certifies that to the best of its knowledge, no COUNCIL employee or employee or officer of any agency interested in the contract has any pecuniary interest in the business of the CONTRACTOR or with the contract and that no person associated with the CONTRACTOR has any interest that would conflict in any manner or degree

with the performance of the contract. The CONTRACTOR agrees that it is a breach of contracting ethics for the CONTRACTOR or any subcontractor to offer, give, or agree to give any COUNCIL member, employee, or agent any gratuity, gift, favor, entertainment, or offer of employment in connection with any decision or action in regard to this contract.

The CONTRACTOR, by entering into a contract with the COUNCIL further covenants: 1) that no person or selling agency except bona fide employees or designated agents or representatives of the CONTRACTOR has been employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and 2) that no gratuities were offered or given by the CONTRACTOR or any of its agents, employees or representatives, to any official, member, or employee of the COUNCIL or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making or any determination with respect to the performance of this service.

14.04 Dispute Resolution. Claims by the CONTRACTOR disputing the meaning and intent of this contract or arising from performance of this contract shall be referred in writing to the COUNCIL's Project Manager for a written decision. The COUNCIL's Project Manager shall respond to the CONTRACTOR in writing with a decision within ten (10) calendar days following receipt of the CONTRACTOR's claim by the COUNCIL's Project Manager.

If the CONTRACTOR disagrees with any determination or decision of the COUNCIL's Project Manager, the CONTRACTOR shall, within fifteen (15) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Regional Administrator, who will serve as the COUNCIL's Dispute Official. Such written appeal shall include all documents and other information necessary to substantiate the dispute or claim. The Dispute Official will review the dispute or claim and transmit a decision in writing to the CONTRACTOR within thirty (30) calendar days from the receipt of the dispute or claim. Failure of the CONTRACTOR to appeal the decision or determination of the COUNCIL's Project Manager within the fifteen (15) calendar day period will constitute a waiver of the CONTRACTOR's right to assert thereafter any claim resulting from such determination or decision. Submission of a dispute or claim to the Dispute Official shall be a condition precedent to any litigation under this contract.

Pending final decision of a dispute under this article, the CONTRACTOR and the COUNCIL shall proceed diligently with the performance of the contract and the question or claim shall be temporarily resolved in accordance with the decision of the Dispute Official, until final resolution of the question or claim. Failure by the CONTRACTOR to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a release of that claim and a presumption of prejudice to the COUNCIL.

14.05 Data Practices. Consistent with Minnesota Statutes, section 13.05, subdivision 6, if any data on individuals is made available to the CONTRACTOR by the COUNCIL pursuant to this Contract, the CONTRACTOR 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 Contract, then: a) all of the data created, collected,

received, stored, used, maintained, or disseminated by the CONTRACTOR in performing this Contract are subject to the requirements of the Minnesota Government Data Practices Act; b) the CONTRACTOR 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 CONTRACTOR.

In the event the CONTRACTOR receives a request to release data referred to in this section, the CONTRACTOR must immediately notify the COUNCIL. The COUNCIL will give the CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released.

14.06 Licenses and Permits. The CONTRACTOR and any subcontractors shall procure and keep current any and all licenses, permits, or certificates which are or may be required by properly constituted authorities for the performance of the services under this contract.

14.07 Complete Contract. This contract, including exhibits and other documents incorporated in this contract or made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the contract between the CONTRACTOR and the COUNCIL. This contract supersedes all prior representations, understandings, and communications. The validity in whole or in part of any term or condition of the contract shall not affect the validity of other terms or conditions. The COUNCIL's failure to insist in any one or more instances upon the CONTRACTOR's performance of any term or condition of the contract shall not be construed as a waiver or relinquishment of the COUNCIL's right to such performance, or to future performance, of such term or condition by the CONTRACTOR, and the CONTRACTOR's obligation for performance of that term or condition shall continue in full force and effect.

14.08 Continuing Obligations. The CONTRACTOR acknowledges that the provisions of this contract impose continuing obligations on the CONTRACTOR which extend and are effective notwithstanding the conclusion of the term of this contract.

14.09 Workers Compensation and Tax Withholding Representations. In accordance with Minnesota Statutes, section 176.182, CONTRACTOR represents that it is in compliance with the workers' compensation coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.

In accordance with Minnesota Statutes, section 290.97, CONTRACTOR represents that it and all its subcontractors under this Contract, if any, are in compliance with the tax withholding on wages requirements of Minnesota Statutes, section 290.92.

14.10 Commissioner of Health Licensing, Certifications, and Rules. All asbestos-related work or asbestos management activity, if any, performed by the CONTRACTOR under this Contract shall be performed:

1. 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
2. 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 CONTRACTOR shall provide to the COUNCIL 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 Contract) issued by the Commissioner of Health under the Minnesota Asbestos Abatement Act.

IN WITNESS WHEREOF, the parties have caused this contract to be executed by their duly authorized officers on the dates set forth below.

	_____	METROPOLITAN COUNCIL	
By:	_____	By:	_____
Its:	_____	Its:	_____
Date:	_____	Date:	_____

Sample Contract

EXHIBIT A TO CONTRACT
BASIC SERVICES

This Exhibit is intentionally left blank in the RFP. This document will be developed based on the Scope of Work and the successful Proposer's proposal, and it will be inserted as Exhibit A.

Sample Contract

EXHIBIT B TO CONTRACT
CONTRACTOR FEE SCHEDULE

Sample Contract

Sample Contract