REQUEST FOR PROPOSALS

Invasive Species Control Project
Using Goat Browsing

Release Date: February 27, 2020
Thursday

Proposal Deadline: March 20, 2020
Friday
By 3 P.M.
I.0 Project Activities and Goals
The Minneapolis Park and Recreation Board (MPRB or Board) is requesting proposals (RFP) for a project using goat browsing as a management tool for invasive species control in Theodore Wirth Regional Park. Common buckthorn is the primary target invasive species that we wish to control with this project. Honeysuckle, white mulberry and Siberian elm are other woody invasive species in the project areas. Garlic mustard is the primary herbaceous invasive species in both project areas.

Sound professional judgment will be necessary on the part of the Contractor (Proposer) to ensure that the landscape is not overgrazed, desirable native plants are not damaged and the animals are secured in the project areas.

2.0 About the MPRB
The MPRB system includes 6,790 acres of local and regional parks, playgrounds, golf courses, gardens, biking and walking paths, nature sanctuaries, lakes and a 55-mile Grand Rounds National Scenic Byway parkway system. The MPRB was named for five consecutive years the number one park system in America by the Trust for Public Land (2013-2018). MPRB is also accredited by The Commission for Accreditation of Park and Recreation Agencies (CAPRA), the only national accreditation of park and recreation agencies, for excellence in operation and service. Approximately 21 million visits are made annually to the parks in the Minneapolis Park System by residents and visitors from the region, country, and world.

The MPRB is an independently elected, semi-autonomous governing body responsible for governing, maintaining and developing the Minneapolis Park System. Nine Park Board Commissioners are elected every four years by the citizens of Minneapolis: one from each of the six park districts within the city and three who serve at large. The policy-making Board of Commissioners appoints the Superintendent to provide high-level oversight and leadership to this nationally renowned park system. Park Board staff consists of approximately 500 full-time and 1,300 part-time employees in the areas of administration, environmental stewardship, planning, and recreation.

Mission of the MPRB
The Minneapolis Park and Recreation Board shall permanently preserve, protect, maintain, improve, and enhance its natural resources, parkland, and recreational opportunities for current and future generations.

The Minneapolis Park and Recreation Board exists to provide places and recreation opportunities for all people to gather, celebrate, contemplate, and engage in activities that promote health, well-being, community, and the environment.

3.0 Project Areas
There are two locations in Theodore Wirth park identified for this project. MPRB staff has selected these sites based on invasive species control needs. Maps of the project areas are found as Attachment A in the RFP. The locations have pink survey ribbons tied to a tree at the edge of the browsing area. Contractors are to view the areas on their own, prior to developing their proposal. Access directions for the Wirth park sites are given in Attachment A.

Access to the Wirth Park sites for purposes of developing the proposal must be done by walking into the site.
3.1 Theodore Wirth Park North Location
The Theodore Wirth Park browsing location is an approximately 3-acre site located within the city limits of Golden Valley, MN (Attachment A). The area is adjacent to a private hospital and housing development. The tall fence belongs to the private properties. The fence is not along the entire project boundary.

Pink surveyor’s flagging can be found on the south edge of the browsing site. There is erosion control log installed at the east edge of the area-towards the small pond.

The off-road cycling and cross-country ski trails cannot be used for access to this location during the winter. Cross country ski trails may be used for access during the project implementation, access through the private property and into the park may be possible.

A majority of tree sized buckthorn were removed from this area in 2016. Goat browsing occurred in: August 2017, July 2018 and June 2019. Currently buckthorn stump re-sprouts, small buckthorn seedlings, garlic mustard and Virginia creeper are the dominate forage in this area. Desirable trees present include: red and white oak, black cherry and maple, most of these trees are in the 6-18 inch diameter size category.

3.2 Theodore Wirth Park South Location
The Theodore Wirth Park browsing proposed location is an approximately 3-acre site which is located within the city limits of Minneapolis, MN (Attachment A). Pink surveyor’s flagging is located on the south edge of the browsing site.

A majority of tree sized buckthorn were removed from this portion of the park in 2010. The area has been maintained by mechanical methods (forestry mowing, brush sawing, goat browsing) since that time.

Poison ivy, Oriental bittersweet, Japanese barberry are also located in this area. Virginia creeper and turf grass comprise the majority of the ground cover layer and garlic mustard can be found in shadier portions of the area. This site was grazed by goats in late-July 2017, July 2018 and June 2019. Desirable trees in this area are mature canopy of big toothed aspen, white and red oak. Black cherry is present in the sub canopy shrub layer but is not a dominant species.

4.0 Project Constraints
4.1 Animal Care
The Contractor is responsible for all animal care. MPRB staffing resources are not available for goat monitoring, feeding/watering, or round-up of escaped goats. Nearby municipal water sources at MPRB park buildings are available at each site to provide water for the goats.

The Contractor will follow Minneapolis Animal Care and Control (MACC) and City of Minneapolis Ordinances regarding animal care and the procedures regarding problem animals and/or animal bites, as outlined in Attachment B and the City of Minneapolis’ Animal Special Event Permit Class B, http://minneapolismn.gov/animals/licenses/animal-permits. Please note: rabies shots are a requirement of MACC.
4.2  Fencing, Animal Control and Full-Time Monitoring of the Goats

4.2.1  Fencing and Animal Control
The City of Minneapolis and the City of Golden Valley both have ordinances against electric fencing. No electric fencing will be used for this project at either location.

There should be 2 layers of fencing around the project area- one to contain the goats and the outer layer of fencing for a crowd control/people barrier.

The Contractor is responsible for installing, maintaining, moving and removing all fencing necessary to secure the browsing area and additional exclusionary fencing for desirable plants and sensitive areas. MPRB staffing resources are not available for fencing installation, maintenance or removal.

The Contractor is responsible for control and round up of goats. MPRB staff are not available to control or round up goats. Minneapolis Park Police and Emergency 911 will be notified of the project and will have Contractor contact information prior to implementing this project.

4.2.2  Full-Time Monitoring of the Goats by Contractor
The MPRB is requiring that the Contractor is on site the entire time the goats are browsing. Staff will be required to stay overnight on the site. The MPRB is requiring the contractor have some type of durable shelter to stay in, for example a small camper. A MPRB permit to allow for a camper and overnight supervision in Minneapolis Parks will be issued to the Contractor. There is no cost to the contractor for this permit. The MPRB will provide a Biff for bathroom facilities. Drinking water is available at adjacent MPRB facilities.

4.3  Animal Ordinances and Permits
The City of Minneapolis and the City of Golden Valley both have ordinances against hoofed animals in their city.

The Contractor will need to obtain prior to starting the project a special Animal Special Event Permit-Type B for each project area (2 permits) from the City of Minneapolis Animal Care and Control (MACC). The cost and parameters of this permit are determined by MACC. The permit can be obtained through MACC website http://minneapolismn.gov/animals/licenses/animal-permits. A sample of a permit is included in Attachment B of this document. The Permit is needed for each location and the Permit expires 21 days from the date of issuance. The Contractor is responsible for applying for and paying for the Permit prior to starting the project. Animals on this project will require rabies vaccinations as /per MACC.

The site in Northwest Theodore Wirth Park is within the City of Golden Valley. The MPRB will use the Contractor’s proposal and MPRB Scope of Services as a communication tool with the City of Golden Valley to inform them of the project activities.

5.0  Working in the Area
5.1  Communication with MPRB staff and Stakeholders
Minneapolis parks receive heavy visitor usage throughout the year. Communication with the MPRB Contract Manager is critical for this project. Prior to starting the project, the Contractor will meet with MPRB and City staff to discuss implementation of this project. The MPRB will handle communication and public information regarding the project.
The MPRB Contract Manager will keep the Contractor apprised of significant park events that may impact working in the area to the best of his or her ability.

5.2 Scheduling of Project Activities
The MPRB will be implementing this project June-July 2020. No browsing work will be done over the week of July 3–July 12. Project set up and moving goats into the park must be done during the Monday-Friday work week.

Prior to starting the project, the Contractor will meet with MPRB staff to discuss implementation of this project.

5.3 Park Access with Contractor’s Vehicles
Access to the area with pick-up trucks and other light equipment is possible. Paved and earthen paths located throughout the park may be used with caution for access, as these paths can be damaged when soil conditions are wet. Park paths are used frequently by pedestrians and caution should be exercised when driving on park trails and lands. The off-road cycling trails in Theodore Wirth Park cannot be used for access to this location, cross country ski trails may be used.

The contractor will need to have their vehicles clearly marked with a company logo to indicate that their equipment is being used for this project.

5.4 No Trespass Posting
MPRB staff resources are not available to assist with the security of the area or the protection of the goats. MPRB staff will provide posting for the fenced project areas to comply with City of Minneapolis No Trespass Ordinance (385.380) prior to starting the project. The Contractor will need to maintain this signage, so it is visible and in place for the duration of the project.

5.5 Damages Notification
The Contractor will also notify the MPRB Contract Manager within 24 hours of occurrence any damage to structures (paths, park benches, light poles, etc.). MPRB Contract Manager or their designee will document the damage and determine needed repairs and costs.

6.0 Project Monitoring and Reporting
Daily reporting of work activities is critical for this project. Communication with the MPRB Contract Manager will be required prior to the end of MPRB staff work day. If urgent unforeseen situations arise during the course of the working day, the MPRB Contract Manager or their designee must be apprised of the situation as soon as possible.

Weekly, the Contractor will report to the MPRB Contract Manager regarding the anticipated schedule for the upcoming week. The Contractor will report to the MPRB recommendations for future management activities and any un-anticipated work changes, which differ from the work plan.
7.0 Proposal Due Date and Submission

7.1 Proposal due date

March 20, 2020 by 3:00 PM

7.2 Proposal Submission
Submit one electronic copy in pdf format via e-mail. Proposals should be formatted to 8½” x 11”. Proposals will not be returned and will become public data upon selection.

Submit to: Marcia Holmberg, Natural Resources Coordinator
Minneapolis Park & Recreation Board
3800 Bryant Avenue South
Minneapolis, MN 55409
mholmberg@minneapolisparks.org

8.0 Proposal Submission Format and Requirements
Contractor must include the following core elements in their proposals in the same sequence as they are presented below:

8.1 Letter of Transmittal

8.2 Company Overview
A profile of the Contractor’s organization, including size, structure, and history, as well as a comprehensive listing of all available equipment and services.

8.3 Understanding of the Project and Narrative of Project Approach
A summary review of the Contractor’s understanding of the project and their general approach to the work in each of the work areas.

8.4 Company Qualifications
A description of the Contractor’s qualifications to provide the services described in this RFP, including:

- The description should demonstrate the contractor’s experience, capability, and capacity to implement the project activities and deliverables described in this RFP.
- A description of three (3) similar projects performed by the Contractor, within the last five (5) years. The description must include the following elements: Project name, URL of website, project start and end dates, project summary – a description of the services provided, especially as they are relevant to the services described in this RFP.
- Listing and description of all available equipment and services that the Contractor can provide. List any potential subcontracted services.
- Company References
At least three (3) references for whom the Contractor has completed similar projects within the last 5 years. For each reference, provide the following: Name of organization; Name, address, phone number, and email address of contact person.
8.5  Project Proposal
Your project proposal must take into consideration the elements outlined in this RFP and the core items listed below in this section. Please add any additional information including and/or photos that you feel would be pertinent information to share as to how this project will be implemented.

The Project Proposal will be used to develop the Scope of Services to the MPRB Professional Services Agreement found as Attachment C to this document. It is the intent of the MPRB to use the Scope of Services as a communication tool with Minneapolis residents, MPRB staff and Commissioners, park users and stakeholders, City of Minneapolis Staff and the City of Golden Valley to inform them of the project activities.

8.5.1  Fencing and Browsing Implementation
Note: The contractor will be responsible for installing, maintaining and removal of all fencing including exclusionary fencing used for this project. MPRB staff will work with the contractor to determine significant plants that will need protective fencing during the project.

8.5.1.1 Explain the type of fencing that will be used and the experience you have using this fencing as a non-energized fencing option to contain goats. Explain the crowd control fencing you will be using.
Ex: include information on: type of fencing including height of the fence, what fencing posts will be used and any other pertinent information describing the fencing system.

8.5.1.2 Explain the makeup of the goat herd.
Ex. How many goats will be used in this project? Will they be all adults or a mixture of adults and their young? Will there be males and females present or only females? Include any other pertinent information describing the herd.

8.5.1.3 Explain how you will ensure the area is not overgrazed.

8.5.2  Full-Time Monitoring of the Goats
8.5.2.1 How will the area be monitored to check on the goats and the fencing:
No Park staff are available to monitor or round up goats, monitor, move or repair fencing or to provide water or supplemental feed to the goats.

MPRB is requiring:
- Contractor will be onsite at all times when goats are present.
• Contractor’s staff have some type of durable shelter to stay in, for example a small camper.

• Please explain your strategies to monitor goats and fencing and include information on the type of shelter for Contracted staff to stay overnight in the park. The MPRB will provide a Biff for bathroom facilities. Drinking water is available at adjacent MPRB facilities.

8.5.2.2 Contact information of staff that will be monitoring the goats.

Full contact information, for people who will be monitoring the goats will need to be provided to the MPRB prior to the implementation of the project. This information will include:
Name
Address (city/state)
Phone/Cell Phone
Relationship to the business (business owner, staff)

8.5.3 Animal Care- Shelter and Severe Weather Plan.

8.5.3.1 Please explain the shelter you can provide for the animals

8.5.3.2 Severe Weather Plan

Please explain what type of storm events will cause problems for the browsing program-( Ex. Do the goats need to be removed if is a tornado warning but can stay if the weather situation is severe thunderstorms?).

8.5.4 Transporting Equipment, Staff Shelter and Goat and Shelter

Please describe what type of equipment you have for transporting the goats. Also describe the type of shelter you will have for both staff staying onsite and any shelters you may use for the goats. Please include dimensions for all pieces of trailered equipment you will be bringing onsite (length, width, height). This information is needed to assure there is access to the site and will also be given to Police for their information.

8.5.5 Project Costs and Time Length

Please provide the on cost and project duration for each site:

8.5.5.1 Theodore Wirth Park North - Site Costs and Time Length
• Timeframe for browsing will be: June-July. No browsing will occur July 3-July 12.
• Anticipated project duration (how many days, weeks?)
• Cost of browsing to include fencing, full time monitoring and shelter for animals and staff

8.5.5.2 Theodore Wirth Park South - Site Costs and Time Length
• Timeframe for browsing will be: June- July. No browsing will occur July 3-12.
• Anticipated project duration (how many days, weeks?)
• Cost of browsing to include fencing, full time monitoring and shelter for animals and staff.

8.6. Statement of Acceptance
Include a Statement of acceptance of MPRB Professional Services Contract form (Attachment C) and insurance requirements in your proposal packet.

9.0 Proposal Submission
A Contractor’s response to this RFP must be prepared in accordance with the requirements presented in this RFP and the format outlined in sections 7 and 8 of this RFP.

Proposals will be accepted up to, and no proposals may be withdrawn after, the deadline for submission.

NOTES:
• Upon submission, all proposals become the property of the MPRB, which retains the right to use any concept or idea presented in any proposal submitted, whether or not that proposal is accepted.
• The MPRB expressly reserves the right to amend or withdraw this Request for Proposals at any time and to reject any or all proposals.
• The MPRB is not bound to accept the lowest cost proposal.
• Contractors are held legally responsible for their proposals and proposal budgets. Contractors are not to collude with other contractors and competitors or take any other action that will restrict competition. Evidence of such activity will result in rejection of the proposal.
• The MPRB reserves the right to request any additional information at any stage of the Request for Proposals process. Compliance shall be at the contractor’s expense.

10.0 Communication during the RFP Process
Contractors may submit questions regarding the project via email to the Contract Manager. All questions must be submitted no later than 3:00 pm on Friday, March 6, 2020.

Contract Manager Contact information:
Marcia Holmberg, Natural Resources Coordinator
mholmberg@minneapolisparks.org

The Contract Manager will respond to all questions regarding the RFP by posting answers to the questions on the MPRB Website the week of March 9, 2020.

11.0 Proposal Selection
The proposals will be evaluated on the proposal’s alignment with all elements outlined in this RFP. Proposals will be evaluated based on the contractor’s qualifications and experience, proposed methodologies and work plan, a proposal that is clear and thorough, and project cost.

The MPRB reserves the right to not consider any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all requested information does not guarantee the contractor will be selected. The MPRB may contact references to verify material
submitted by contractors. The MPRB will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

12.0 General Information
12.1 Professional Services Agreement
A copy of the MPRB standard Professional Service Agreement (PSA) is attached as Attachment C. The chosen Contractor will be expected to complete the requirements of the agreement and submit signed copies prior to beginning work. The agreement MAY NOT be changed in any way without MPRB Board approval. Board approval of changes to the standard PSA agreement has not been allowed in the past and is not part of the contract award process. It is expected that awarding this contract will require Board approval.

12.2 Changes
The Minneapolis Park and Recreation Board (MPRB) may, from time to time, request changes in the Scope of Services to be performed by the Contractor. Such changes, including any increase or decrease in the amount of Contractor’s compensation, which are mutually agreed upon, shall be incorporated in written amendments to the Professional Services Agreement and may require Board of Commissioner approval, which takes several weeks. Contractors shall monitor their budgets and plan and budget time accordingly.

12.3 Personnel
The Contractor will secure all personnel required to perform the services. Such personnel shall not be employees of or have any contractual relationship with the MPRB.

12.4 MPRB Responsibilities
The MPRB will provide the selected Contractor with electronic topographic survey and any other pertinent background documentation in its possession.

12.5 Proposer’s Responsibility
It is the Proposer’s responsibility to assure that a proposal is received in a timely manner. It is not the MPRB’s responsibility or practice to acknowledge receipt of any proposal because of the Request for Proposals process.

12.6 MPRB’s Rights
The MPRB reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, to accept part or all of the proposal on the basis of consideration other than lowest cost and to negotiate specific work elements with a respondent into a project of lesser or greater expense and reimbursement than described in the Request for Proposals, or the respondent’s reply. The MPRB also reserves the right to cancel the contract without penalty, if circumstances arise that prevent the MPRB from completing the project.

12.7 Proposal Contents
The contents of the proposal and any clarifications to the contents submitted by the Contractor shall become part of the contractual obligation and be incorporated by reference into the ensuing Professional Services Agreement.

12.8 Proposal Validity Period
Any submitted proposal, shall in its entirety, remain a valid proposal for six (6) months after the proposal submission date.
12.9 Restricted Discussion
From the date of issuance of the RFP until the Project Manager takes final action, the Proposer must not discuss the proposal or any part thereof with any employee, agent, or representative of the Board except as expressly requested by the Project Manager in writing and as stipulated in this RFP. Violation of this restriction will result in REJECTION of the Proposer’s proposal.

12.10 Independent Parties
Except as expressly provided otherwise in the contract resulting from this RFP, if any, the Board and the Proposer shall remain independent parties and neither shall be an officer, employee, agent, representative or co-partner of, or a joint venture with, the other.

12.11 Performance Investigations
As part of its evaluation process, the Board may make investigations to determine the ability of the Proposer to perform under this RFP. The Board reserves the right to REJECT any proposal if the Proposer fails to satisfy the Board that it is properly qualified to carry out the obligations under this RFP.

12.12 Severability
If any provision of the contract resulting from this RFP, if any, is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction in which it is sought to be enforced, then said provision shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of such contract.

12.13 Notices
All notices and other matters pertaining to the contract resulting from this RFP, if any, to a party shall be in writing, and shall be deemed to have been duly given when received by the addressee at the address set forth on this RFP.

12.14 Interest of Members of the Board
The Proposer agrees that no member of the governing body, officer, employee or agent of the Board shall have any interest, financial or otherwise, direct or indirect, in the contract.

12.15 Employee-Involvement / Covenant Against Contingent Fees
12.15.1 Employee Involvement:
Proposer hereby certifies that, to the best of its knowledge and belief, no individual employed by the Proposer or subcontracted by the Proposer has an immediate relationship to any employee of the Board who was directly or indirectly involved in any way in the procurement of the contract, if any, resulting from this RFP or goods or services thereunder. For purposes of this provision, immediate relationship means: a current spouse, a person who currently has any interest including but limited to an equity interest in the Proposer’s business, and a person who is currently a party to a contract materially related to the work outlined in the RFP, or has any interest including but limited to an equity interest in an entity who is currently a party to a contract with the Proposer materially related to the work outlined in the RFP. Contractual party interest, as outlined above, does not include an agreement with a former owner and/or employee of the Proposer that is incident to the completed buyout of ownership interest and/or the final separation of employment with Proposer.

12.15.2 Covenant Against Contingency Fees:
The Proposer also warrants that no person or selling agency has been employed, engaged or retained to solicit or secure any contract resulting from this RFP or any advantage hereunder upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, or in exchange for any
substantial consideration bargained for, excepting that which is provided to the Proposer's bona fide employees or to bona fide professional commercial or selling agencies or in the exercise of reasonable diligence should have been known by the Board to be maintained by the Proposer for the purpose of securing business for Proposer. In the event of the Proposer's breach or violation of this warranty, the Board shall, subject to Proposer's rights, have the right, at its option, to annul any contract resulting from this RFP without liability, to deduct from the charges otherwise payable by the Board under such contract the full amount of such commission, percentage, brokerage, or contingent fee, and to pursue any other remedy available to the Board under such contract, at law or in equity.

Violation of either of the above sections by Proposer shall be grounds for cancellation of the contract. Such cancellation shall not limit other contractual remedies against the Proposer provided in the contract, or in law, or in equity.

12.16 Hold Harmless
The Proposer agrees to defend, indemnify and hold harmless the Board, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney’s fees, resulting directly or indirectly from an act of omission of the Proposer, its employees, agents or employees of subcontractors, in the performance of this contract by reason of the failure of the Proposer to fully perform, in any respect, all of its obligations under this contract.

The Board agrees to defend and hold harmless insofar as the law allows the Proposer, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney’s fees, resulting directly or indirectly from an act or omission of the Board or its employees in the performance under this contract or by reason of the failure of the Board to fully perform its obligations under this contract.

12.17 Data Practices
The Proposer agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Proposer shall immediately report to the contract manager any requests from third parties for information relating to this agreement. The Board agrees to promptly respond to inquiries from the Proposer concerning data requests. The Proposer agrees to hold the Board, its officers, department heads and employees harmless from any claims resulting from the Proposer’s unlawful disclosure or use of data protected under state and federal laws.
MAPS OF PROJECT LOCATIONS

NORTH WIRTH PARK SITE – North of the Theodore Wirth Golf Course

Green Marker indicates location of pink survey flagging

Access to the Wirth Park site for purposes of developing the proposal must be done by walking into the site. Directions for getting to the site:

Park in Theodore Wirth Golf Chalet parking lot (1301 Theodore Wirth Parkway)

Walk south along Wirth Parkway to the Luce Line Regional Trail entrance

Follow pedestrian paths to browsing site- do not use off road cycling trails. Paths are both asphalt and turf.
South Wirth Park Site: Access to the Wirth Park site for purposes of developing the proposal must be done by walking into the site. Walk-in access is best from the NE corner of Wirth Parkway and Cedar Lake Rd/Wayzata Blvd (marked by arrow). The south edge of the site and flagging is at the top of the hill.
CITY ORDINANCES AND PERMITS:
The City of Minneapolis & the City of Golden Valley both have ordinances against hoofed animals and electric fencing:

- Neither Minneapolis nor Golden Valley will allow the use of electric fencing for this project.
- Special consideration will be given by each city to allow for hoofed/agricultural animals

Minneapolis Park Board Requirements
- Contractor is responsible for all animal care including veterinary care, monitoring, feeding watering.
- Contractor is responsible round up of loose goats.
- Contractor is responsible for installation, maintenance, moving and removal of all fencing.
- Contractor will have a durable shelter for staff to stay in, for example a small camper.
- A MPRB permit to allow for a camper and overnight supervision of the goats in Minneapolis Parks will be issued to the Contractor, at no cost to the Contractor

City of Minneapolis Animal Care and Control (MACC) Requirements
Animal Care Ordinances
In general goats are considered an “agricultural animal” and certain conditions must be met for MACC’s Animal Special Event Permit Class B, including:

- Access to clean potable water at all times
- Access to adequate food
- Access to veterinary care if needed
- Fencing and/or security to prevent access by the public and prevent escape of the goats
- Animals should be recently wormed (within the month prior)
- Rabies vaccine will be required, as the MPRB cannot guarantee that the animals will not come into contact with people.
- Each animal shall be ear tagged. The owner/contractor shall supply a list of the ear tags and description of each goat to MACC and MPRB.

Procedures for Problem Animals and/or Animal Bites:
MPRB Park Police and MACC require the following protocol for escaped goats or other issues with goats (injured goat, bitten person):

- Contractor will need to respond/arrive within 30 minutes to handle the situation.
- Problem animals will be taken off the project within 30 minutes of notification by Animal control or Police.
• If a person is bitten the Minnesota Board of Animal Health will determine the quarantine requirements. MACC will implement the requirements and monitor the goat at the owner’s expense. There are no declaration requirements.
• MPRB Police will respond for the initial report and notify MACC of the bite to include:
  o Victim’s name
  o Description of the goat and ear tag number
  o Where the victim was bitten
  o What hospital if any the victim was sent to
  o MACC will advise

MACC ANIMAL EVENT PERMIT CLASS B FOLLOWS
http://minneapolismn.gov/animals/licenses/animal-permits
**APPLICATION FOR ANIMAL EVENT PERMIT**

**City of Minneapolis**
**Class A or B**
**MCO 63.130**

Type of Permit Requested (check one)

- ☐ **Class A permit ($80.00)**: Required for any hoofed or small animal otherwise prohibited under this title brought into the city for an event not open to the general public, including, but not limited to, birthday parties and weddings.

- ☐ **Class B permit ($210.00)**: Required for any person, entity, business, or other to exhibit any hoofed or small animal, or to display any vicious or wild animals for educational purposes (including raptors, fowl, or other birds) otherwise prohibited under this title brought into the city for an event open to the general public, including, but not limited to, temporary petting zoos established at community events or festivals.

### Applicant Permit Information

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### Information of Vendor Providing Animals:

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<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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<th>Vendor Mailing Address:</th>
<th>Address</th>
<th>City</th>
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<th>Phone No.:</th>
<th>Fax No.:</th>
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### Owner and Operators Providing Animals (information must be provided for each animal owner):

<table>
<thead>
<tr>
<th>Owner Name:</th>
<th>Last Name</th>
<th>First name</th>
<th>Middle Initial</th>
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<tr>
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<th>City</th>
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<tr>
<th>Location where animals are housed:</th>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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| USDA License No.: | |
|------------------| |
APPLICATION FOR ANIMAL EVENT PERMIT
City of Minneapolis
Class A or B
MCO 63.130

Please provide the following information:

1. What type of acts or activities will the animals be involved in?

2. What safety precautions will be in place to protect the public from interaction or getting injured by the animals?

3. Describe the methods used for overnight stabling and/or housing of animals, if applicable:

4. Describe the cleanup methods and frequency that will be used to keep the area clean of animal waste:

5. How will the vendor dispose of all animal waste?

6. Provide a copy of vendor’s insurance policy

7. What is the contingency plan in the event animal escapes during the event (include: method of capture, equipment to be utilized, etc.)?
APPLICATION FOR ANIMAL EVENT PERMIT
City of Minneapolis
Class A or B
MCO 63.130

Name of owner/operators veterinarian

Veterinary Clinic: ___________________________________________ Veterinarian Name: ___________________________________________

Address: ___________________________________________________________________________________________________

Address City State Zip Code

Phone No.: __________________________________ Fax No.: _______________ Email: __________________________________________

Provide required information for each animal:

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<tr>
<td>Rabies Vacc:</td>
<td>Rabies Vacc:</td>
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Please provide copies of the following records for each animal, as applicable:

☐ Rabies Certificate  ☐ Coggins Test (equine only)  ☐ Vaccination records - with application
☐ Certificate of Veterinary Inspection (if coming from a State other than Minnesota) - within 30 days of event
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Attachment C
MPRB Goat Browsing RFP
2020

MPRB PROFESSIONAL SERVICE AGREEMENT
Minneapolis Park & Recreation Board

Standard Contract for Professional Services
(Up to $100,000)

MPRB Contract Number (Assigned by the City Contract Management Office):
MPRB Department responsible for the Contract: Department Name

I. CONTRACT

THIS CONTRACT is made between the Minneapolis Park and Recreation Board, referred to as the “MPRB” and Consultant Name, referred to as the “Consultant,” for Services services to be provided under the terms of this agreement (the “Contract”).

II. SCOPE OF SERVICES

The Consultant agrees to perform the following services for the MPRB:
Include a detailed description of services/deliverables expected under this contract.

III. COMPENSATION

The Consultant shall be compensated as follows:
Include the rate and milestones at which the contractor will be paid.

The total compensation under this Contract for services (including reimbursable expenses) shall not exceed $Total Compensation.

The Consultant shall submit itemized invoices for services rendered. Invoices submitted by the Consultant that are not itemized will be returned to the Consultant with the request that they resubmit the invoice with itemization. The timeframe for payment by the MPRB to the Consultant begins upon receipt of an approved itemized invoice by the MPRB. The MPRB shall have no obligation to pay any invoices received more than 120 days after the Termination Date indicated in Section IV of this Contract.

Expense Reimbursement

“Eligible reimbursable expenses” shall be paid upon submission of itemized invoice to the Contract Manager identified in Section XVI of this Contract. The MPRB shall only pay for eligible reimbursable expenses. Eligible reimbursable expenses include, but are not limited to travel, mileage, printing costs and reproduction costs.
☐ Consultant’s eligible reimbursable expenses, if any, are included in the scope of services provided and/or attached to this Contract.

☐ Consultant’s eligible reimbursable expenses, if any, are over and above the stated cost in the Consultant’s scope of services; said eligible reimbursable expenses are estimated not to exceed $Expenses.

Note: The sum total for Compensation and eligible reimbursable expenses under this Standard Contract Form shall not exceed One Hundred Thousand ($100,000) dollars.

IV. EFFECTIVE DATE AND TERMINATION DATE

This Contract shall be in full force and effect from Date through Date unless otherwise extended by the MPRB or terminated earlier under Section XV, Cancellation, Default and Remedies. The duration of this Contract including any amendments shall not exceed five years.

V. SUBSTITUTIONS AND ASSIGNMENTS

Services by the Consultant will be performed by the following person(s):

Person performing services

Upon approval by the MPRB, the Consultant may substitute other persons to perform the services. If substitution is permitted by the MPRB, the Consultant shall furnish information to the person signing this Contract to allow proper review of the qualifications of the substituted person. No assignment of this Contract shall be permitted without the written amendment signed by the MPRB and the Consultant.

VI. SUBCONTRACTING PROHIBITED

The Consultant shall not engage in any subcontracting or sub-consulting of any of the services to be provided under the terms of this Contract without the written authorization of the Contract Manager identified in Section XVI hereof. Should subcontracting or sub-consulting be permitted by the Contract Manager, the Consultant shall only hire, retain or engage an “Approved Small Business Enterprise” as that term is defined in Chapter 18A of the Minneapolis Code of Ordinances.

VII. CONTRACT ADMINISTRATION

All provisions of this Contract shall be coordinated and administered by the Contract Manager identified in Section XVI.
VIII. INDEPENDENT CONSULTANT

The Consultant and its employees shall not be employees of the City of Minneapolis or the MPRB. It is agreed that the Consultant and its employees will act as an “independent contractor” and acquire no rights to tenure, workers’ compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the City of Minneapolis or the MPRB, its departments or agencies. The parties agree that the Consultant and its employees will not act as the agent, representative or employee of the City of Minneapolis or the MPRB.

IX. CONSULTANT’S INSURANCE

The Consultant shall maintain the types of insurance and the limits of coverage identified in Exhibit A which is attached and made part of this Contract.

X. DATA PRACTICES

Consultant, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality. If Consultant creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the MPRB pursuant to this Contract, then Consultant must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Consultant agrees to defend, indemnify and hold harmless the MPRB, its officials, officers, agents, employees, and volunteers from any claims resulting from Consultant’s officers’, agents’, owners’, partners’, employees’, volunteers’, assignees’ or subcontractors’ unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Consultant agrees to promptly notify the MPRB if it becomes aware of any potential claims, or facts giving rise to such claims, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Contract.

XI. COMPLIANCE WITH THE LAW

The Consultant agrees to abide by all federal, state and local laws and regulations prohibiting discrimination. In the event the Consultant has questions concerning these requirements, it shall request necessary clarifications from the MPRB. Violation of any of the above laws can lead to termination of this Contract.
XII. AUDITS

As provided in Minnesota Statutes, Section 16C.05, subdivision 5, the Consultant agrees that the MPRB, the State Auditor or any of their duly authorized representatives, at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records and accounting practices and procedures that are relevant and involve transactions relating to this Contract for a period of six years after the final payment is made by the MPRB to the Consultant.

XIII. SUCCESSORS AND ASSIGNS

The terms and conditions contained in this Contract shall become the obligation of and the rights enure to the benefit of the parties’ successors and assigns.

XIV. LIABILITY AND INDEMNITY

a. The MPRB agrees to defend, indemnify and hold harmless the Consultant against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the MPRB or its employees.

b. The Consultant agrees to defend, indemnify and hold harmless the MPRB against any and all claims, liability, loss, damage or expense arising under the provisions of this Contract and caused by the negligent acts or omissions of the Consultant or its employees, agents, subcontractors, sub-consultants, and volunteers.

XV. CANCELLATION, DEFAULT AND REMEDIES

Either party to this Contract may cancel this Contract upon thirty (30) days written notice, except in instances where the Consultant fails to fulfill its obligations under this Contract in a proper and timely manner, or otherwise violates the terms of this Contract, in which case the MPRB has the right to terminate this Contract, if the Consultant has not cured the default within seven (7) days after receipt of written notice of the default from the MPRB.

Notwithstanding Section XIV or this Section XV, the Consultant shall not be relieved of liability to the MPRB for damages sustained by the MPRB as a result of any breach of this Contract by the Consultant. The MPRB may, in such event, withhold payments due to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the MPRB is determined. The rights or remedies provided here shall not limit the MPRB, in case of any default, error or omission, by the Consultant, from asserting any other right or remedy allowed by law, equity, or by statute. Nothing in this Contract shall
be construed as a waiver of any right, remedy, liability limit or immunity of the MPRB or the Consultant under law.

XVI. NOTICES

Any notice or demand, authorized or required under this Contract shall be in writing and shall be sent by U.S. mail (receipt of which shall be deemed to have occurred five days after the notice or demand was delivered to the U.S. Postal Service) to the other party as follows:

To the Consultant:

Include complete mailing address here
Phone: Phone
Email: Email

To the MPRB:

Minneapolis Park & Recreation Board
2117 West River Road
Minneapolis, MN  55411

Attn: Name of contract manager, Contract Manager
Phone: Phone
Email: Email

XVII. INTELLECTUAL PROPERTY

All “Work” as defined below, produced by the Consultant under this Contract is classified as “work for hire” and upon payment by the MPRB to the Consultant will be the exclusive property of the MPRB and will be surrendered to the MPRB immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Consultant may retain a copy of the Work for its files in order to engage in future consultations with the MPRB and to satisfy professional records retention standards. The Consultant represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the term of this Contract. This Contract does not affect the
ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

XVIII. CONFLICT OF INTEREST/CODE OF ETHICS

Pursuant to Section PB 1-6 of the MPRB’s Code of Ordinances, both the MPRB and the Consultant are required to comply with the Minneapolis (City) Code of Ethics. Chapter 15 of the City’s Code of Ordinances requires MPRB officials and the Consultant to avoid any situation that may give rise to a “conflict of interest.” A “conflict of interest” will arise if the Consultant represents any other party or other client whose interests are adverse to the interests of the City. The Consultant may request that the MPRB assist the Consultant to determine whether or not a “conflict of interest” exists.

As it applies to the Consultant, the City’s Code of Ethics will also apply to the Consultant in its role as an “interested person” (as that term is defined in Section 15.280 of the Minneapolis Code of Ordinances) since Consultant has a direct financial interest in this Contract. The City’s Code of Ethics prevents “interested persons” from giving certain gifts to employees and elected officials.

XIX. MISCELLANEOUS PROVISIONS

1. Severability – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such provision had not been included.

2. Entirety of Contract – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

3. Applicable Law – The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Consultant.

4. Waiver – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.

5. Conflict and Priority – This Contract shall take precedence over any attachments, exhibits or terms and conditions that may be attached to this Contract. In the event that a conflict is found between the provisions in this Contract and any attachments, the terms of the Contract shall prevail.
6. **Amendments** – Any amendments to this Contract shall be in writing signed by both the MPRB and the Consultant. Amendments are limited to increases in compensation (including reimbursable expenses) not to exceed $100,000 as provided in Section III, increases or reductions in the Scope of Services or Work, or extensions of the duration, subject to the limitation in Section IV hereof.

7. **Counterparts** – This Contract may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

8. **Standard of Care** – The standard of care for all Consultant services performed to execute the work as provided in the attached Scope of Services, shall be the case and skill ordinarily used by members of the Consultant’s profession practicing under similar conditions at the same time and locality of the project. If the parties agree upon specific performance standards for any aspect of the work performed, which standards are set forth in the Contract, the Consultant services shall be performed to achieve such standards.
The parties being in agreement, have caused this Contract to be signed as follows:

FOR THE CONSULTANT:

By ______________________________

Its ______________________________

*By signing this Contract, I represent that I have the authority to enter into and bind the Consultant to this Contract.*

FOR THE MPRB:

By ______________________________  Date: ______________________________

Its Contract Manager responsible for administering and monitoring this Contract

By ______________________________  Date: ______________________________

Its Department Head

By ______________________________  Date: ______________________________

Its Superintendent

*By signing this Contract, I represent that I have the authority to enter into and bind the MPRB to this Contract.*
Exhibit A
Standard Agreement Insurance Form

The following are the insurance requirements for the Consultant and any subcontractor or sub-consultant. Without written evidence of insurance coverage from each subcontractor or sub-consultant, the Consultant will either provide insurance coverage for the subcontractor(s) or sub-consultant(s) or assume full liability for their acts and omissions. The MPRB shall be named an “additional insured” on Consultant’s policies and shall be indicated on the ACORD declaration form. Please fill in a-e. Consultant shall check one box under each insurance area and sign at the bottom. Please note: No changes or additions can be made to this form other than indicating self-insurance status (if applicable, also attach a letter that outlines self-insurance coverage).

a) 1. **Worker’s Compensation Insurance** that meets the statutory obligations with Employer’s Liability limits of at least $100,000 each accident, $500,000 disease policy limit, and $100,000 disease each employee.

   - Attached is certificate evidencing above insurance coverage in force as of the Contract start date.
   - MN Statute Chapter 176 does not apply because Consultant has no employees and will not have any during the life of the Contract.

2. **Workers Compensation Insurance for non-employees** providing services under this Contract (i.e., subcontractors). Consultants are assuming full Workers Compensation coverage for uninsured subcontractors.

   - Attached is certificate evidencing Workers Compensation insurance coverage in force as of the Contract start date (either umbrella coverage by Consultant or separate coverage by non-employees).
   - Non-employees such as subcontractors will not provide any services under this Contract.

b) **Commercial General Liability Insurance**. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and provide coverage limits at least equal to $2,000,000 per claim and $2,000,000 aggregate.

   - Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

c) **Commercial Automobile Liability insurance** covering all owned, non-owned and hired automobiles at coverage limits at least equal to $1,000,000 per claim and $2,000,000 aggregate for all claims arising from the same occurrence.

   - Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

   - Consultant’s personal auto liability insurance coverage addresses the risk. Attached is a letter from insurance agent stating that personal automobile insurance policy covers business usage of all automobile(s) that will be used during the life of this Contract.

   - Consultant will not drive any automobiles while performing services under this Contract.
d) **Professional Liability Insurance** providing coverage for the claims that arise from the errors of Consultant or its sub-consultants, omissions of Consultant or its sub-consultants, failure to render a professional service by Consultant or its sub-consultants, or the negligent rendering of the professional service by Consultant or its sub-consultants at coverage limits at least equal to $1,000,000 per claim and $2,000,000 for all claims that arise during the coverage period. The insurance policy must provide the protection stated for two (2) years after completion of work.

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ The Consultant is not providing services under this Contract which would enable the Consultant to obtain professional liability insurance. To the extent that Consultant otherwise fails to obtain professional liability insurance, the Consultant agrees to assume full responsibility for any and all damages that occur as a result of Consultant’s or its sub-consultant’s negligent acts, errors or omissions.

e) **Network Security and Privacy Liability Insurance** providing coverage for the claims that arise from the disclosure of private data and security breaches at coverage limits at least equal to $1,000,000 per claim. The insurance policy must provide the protection stated for three (3) years after completion of work. (Only applies if Consultant is handling, receiving or producing City data and information.)

☐ Attached is certificate evidencing above insurance coverage in force as of the Contract start date.

☐ Consultants providing service under this Contract who do not carry computer security and privacy liability insurance agree to assume full responsibility for any and all damages that occur as a result of Consultant’s negligent acts, errors or omissions.

☐ Insurance coverage is not required because Consultant does not handle, receive or produce MPRB data and information.

**Consultant Name (printed)** ________________________________________________________________

**Consultant Authorized Signature** _________________________________ **Date** __________
EXHIBIT B  Use this space for any attachments to the Contract.  If not needed, please delete this text/page.

Click or tap here to enter text.
EXHIBIT C  Add Special Conditions for Federal and State Grant Funded Contracts if grant funds used in whole or in part to pay for Services.