

**REQUEST FOR PROPOSALS**

**Communication Outreach Process Development and Implementation**

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

The Lessard-Sams Outdoor Heritage Council (LSOHC) is seeking proposals from vendors with experience in specialized Communication and Public Information Outreach to create a process for dissemination of Outdoor Heritage Fund (OHF) funded program accomplishments state-wide.

Lessard-Sams Outdoor Heritage Council seeks responses to this Request for Proposal (RFP) to design and institute a system of communication/public information outreach to reliably disseminate OHF project output and outcomes information. The successful bidder will be expected to create and initiate a repeatable process for accurate, targeted, and timely dissemination of OHF project accomplishments in concert with items outlined in the Strategic Communication Plan.

## **BACKGROUND**

The LSOHC was established by the MN legislature with the responsibility of providing annual funding recommendations to the legislature from the Outdoor Heritage Fund. The Outdoor Heritage Fund (OHF), one of four funds created by the Clean Water, Land and Legacy Constitutional Amendment, receives one-third of the money raised by dedicated sales tax increase instituted in 2009. Annual appropriations from this fund total approximately \$100M.

The council provides recommendations that are consistent with the Constitution and state law and that take into consideration the outcomes of including, but not limited to, the Minnesota Conservation and Preservation Plan, that directly relate to the restoration, protection, and enhancement of wetlands, prairies, forests, and habitat for fish, game, and wildlife, and that prevent forest fragmentation, encourage forest consolidation, and expand restored native prairie.

The Council adopted a [Strategic Communication Plan](#) in August 2011.

The Council web site: <https://www.lsohc.leg.mn/>

## **PROJECT OVERVIEW**

1. Establish and implement a repeatable process for accurate, targeted, timely dissemination of OHF program accomplishments. Activities may include:
  - Outline a process for creation and release of Public Service Announcements (PSA)
  - Develop a timeline for release of Newsletter / Project Highlights / Annual Report
  - Develop tools / templates to assist in writing content for Program Profile tear sheets
  - Develop procedures and distribution of press releases for specific regional projects
  - Identify outside publications for OHF outreach - e.g. Conservation Volunteer

2. Create and implement tools/templates for use by staff and program managers to consistently report basic [and necessary?] accomplishment information to media sources for local, regional, and statewide dissemination to the public. Activities may include:
  - Develop a web based Communication Toolkit / press guidelines / Media packet for project managers – to be updated annually
  - Develop a Key messaging guide to use in both of the above – update as needed
  - Create and plan for [long term?]and accurate photo filing and inventory for various uses
  - Create and plan for [long term?]and accurate video filing and inventory for various uses
  - Other strategies as outlined in the Strategic Communication Plan or as determined with LSOHC staff
  
3. Establish and maintain defined media contact lists and a plan for consistent targeting.
  - Establish and maintain geographically targeted media lists and organizational communication lead list to include print, TV, radio and web media outlets
  - Analyze LSOHC project life cycle to identify key information target points
  
4. Design and initiate a process to monitor success of reporting efforts and report periodically.
  - Track and monitor partners’ successes in OHF funded outreach activities
  - Complete a communication audit – perform annually and document changes
  - Complete periodic media scans to monitor & report changes

This work will be carried out beginning with the execution of the contract, and extending through June 30, 2020. The contract is for approximately an 18-month period, but can be extended by mutual agreement for up to two additional years.

Upon receipt and evaluation of qualified proposals, the LSOHC will negotiate the specific terms of the contract with the selected consultant. The services are to be performed in accordance with the enclosed specifications and general conditions.

## **CONTENTS OF PROPOSAL**

The proposal must:

- a) Describe the consultant’s education and background in communication, marketing, communication or journalism field;
- b) Describe the consultant’s experience and knowledge in:
  - developing and creating an outreach/communication process;

- social media outreach;
  - photography / videography publication standards;
  - creating communications plans regarding the environment, outdoors, habitat conservation, hunting and fishing;
  - working in a non-partisan environment, applicants must be cognizant of non-partisan workplace ethics and decorum;
  - Working with government agencies and non-profit organizations;
  - Associated Press Style.
- c) Include the contractor's hourly rates;
- d) Describe the consultant's availability to accept tasks and projects to provide intermittent consulting services to the LSOHC over the course of the contract;
- e) Provide estimated costs for the contract elements (listed in the Project Overview) and an estimation of cost, timeframe, expected deliverables to execute the plan once established;
- f) Address all other matters required by the specifications to be in the proposal.

### **CONSIDERATION OF PROPOSALS**

The LSOHC reserves the right to reject any or all proposals, the right to waive any irregularity, the right to enter into a contract that varies from the specifications or general conditions, and the right to negotiate at any time with those that submit proposals or with any other party. The LSOHC will not necessarily select the proposal that offers the lowest price; the LSOHC reserves the right to consider price, quality, reliability, convenience, and any other factors that the LSOHC deems relevant.

### **PROPOSALS DUE**

Proposals must be received by the LSOHC by Monday, October 22, 2018 at 4:00 p.m. Electronic documents can be e-mailed to the address below. Proposals are to be submitted to:

Sandy Smith  
Lessard-Sams Outdoor Heritage Council  
Room 95 State Office Building  
100 Rev. Dr. Martin Luther King Jr. Blvd.  
St. Paul, MN 55155  
(651) 297-7141  
Sandy.smith@lsohc.leg.mn

## **GENERAL TERMS AND CONDITIONS**

**A.** “LSOHC” means the Lessard-Sams Outdoor Heritage Council. In matters arising out of this proposal or out of any resulting contract, the authorized agent for the LSOHC is the Chair of the Lessard-Sams Outdoor Heritage Council or the Director of the Lessard-Sams Outdoor Heritage Council.

**B.** The LSOHC reserves the right to reject any and all consultant proposals received as a result of this Request for Proposals, or to negotiate separately with any consultant in any manner necessary.

**C.** Proposals will be received and considered in accordance with Minnesota Statutes 2013, Section 13.591, subdivision 3, Business as Vendor, paragraph (b) which provides as follows:

“(b) Data submitted by a business to a government entity in response to a request for proposal, as defined in section 16C.02, subdivision 12, are private or nonpublic until the time and date specified in the solicitation that proposals are due, at which time the name of the responder becomes public. All other data in a responder's response to a request for proposal are private or nonpublic data until completion of the evaluation process. For purposes of this section, "completion of the evaluation process" means that the government entity has completed negotiating the contract with the selected vendor. After a government entity has completed the evaluation process, all remaining data submitted by all responders are public with the exception of trade secret data as defined and classified in section 13.37. A statement by a responder that submitted data are copyrighted or otherwise protected does not prevent public access to the data contained in the response.

If all responses to a request for proposal are rejected prior to completion of the evaluation process, all data, other than the names of the responders, remain private or nonpublic until a resolicitation of the requests for proposal results in completion of the evaluation process or a determination is made to abandon the purchase. If the rejection occurs after the completion of the evaluation process, the data remain public. If a re-solicitation of proposals does not occur within one year of the proposal opening date, the remaining data become public.”

**D.** The LSOHC reserves the right to require a consultant to make an oral presentation of its proposal to the LSOHC to permit a better understanding of the specifics of a consultant’s proposal.

**E.** The LSOHC are not responsible for any cost incurred by the consultant in responding to this Request for Proposals.

**F.** Payment for any contract entered into as a result of the Request for Proposals will be made on a negotiated periodic basis after receipt of billings accompanied by the appropriate verification of work time and satisfactory completion of tasks to billing date. In accordance

with Minnesota Statutes 3.225, subdivision 6, paragraph (b), no more than 90 percent of the amount due under the contract may be paid until the LSOHC 's authorized agents have certified that the consultant has satisfactorily fulfilled the terms of the contract.

**G.** All contractors and subcontractors must conform to the labor laws of the State of Minnesota, and to all other laws, ordinances and legal requirements affecting the work in this state. The consultant must conform with and agree to the provisions of Minnesota Statutes, Section 181.59, which prohibits discrimination in the hiring of labor by reason of race, creed, or color. That statute reads as follows:

**181.59 DISCRIMINATION ON ACCOUNT OF RACE, CREED OR COLOR  
PROHIBITED IN CONTRACT.**

Every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

- (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;
- (2) That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or present the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color
- (3) That a violation of this section is a misdemeanor; and
- (4) That this contract may be cancelled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**H.** In accordance with Minnesota Statutes, section 176.182, the consultant must provide to the LSOHC acceptable evidence of compliance with the worker's compensation insurance coverage requirement of Minnesota Statutes, section 176.181, subdivision 2.

**I.** If the amount of this contract exceeds \$100,000 and the consultant has employed more than 40 full-time employees in this state or in the state in which the consultant has its primary place of business on a single working day in the 12 months immediately preceding the due date for the proposal, the consultant must comply with the affirmative action plan requirements of Minnesota Statutes, section 363A.36, as follows:

(a) If the 40 full-time employees were employed in Minnesota, consultant must, prior to submission of the proposal, either have a certificate of compliance issued by Minnesota Commissioner of Human Rights or that commissioner must have received from the consultant an application for such a certificate. Prior to signing a contract resulting from a successful proposal, the consultant must have the certificate of compliance.

(b) If the consultant did not have more than 40 full-time employees in Minnesota but did have that number in another state in which the consultant has its primary place of business, the consultant must, prior to signing a contract resulting from a successful proposal, either have a certificate of compliance issued by the Minnesota Commissioner of Human Rights or certify that the consultant is in compliance with federal affirmative action requirements.

As required under Minnesota Rules, part 5000.3600, subpart 9: Minnesota Statutes, section 363A.36, and Minnesota Rules, parts 5000.3400 to 5000.3600, are hereby incorporated into this Request for Proposals and will be incorporated into any resulting contract, by reference. A copy of that statute and those rules are available to the consultant from the LSOHC upon request.

**J.** As required by Minnesota Statutes, section 270C.65 subdivision 3, a consultant must provide to the LSOHC either its federal taxpayer identification number, its Social Security number, or its Minnesota tax identification number (if applicable). This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require consultant to file state tax returns and pay delinquent state tax liabilities. This contract will not be approved unless these numbers are provided. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment and audit of state obligations. These numbers will not be made available to any other person without the express written permission of the consultant.

**K.** The consultant must agree to comply with the Government Data Practices Act, Minnesota Statutes, chapter 13, as it applies to all data provided by the LSOHC in accordance with this agreement and as it applies to all data created, gathered, generated, or acquired in accordance with this agreement.

All work products and interim and final reports prepared by the consultant in the performance of its obligations under this agreement are the property of the LSOHC and must be remitted to

the LSOHC upon completion or termination of this agreement. The consultant must not use, willingly allow the use of, or cause to have the materials used for any purpose other than performance of the obligations under this agreement without the prior written consent of the LSOHC.

**L.** Work must begin within the timeframe set in the signed contract between the LSOHC, and the consultant. The signed contract will terminate upon full performance by all parties of the contract agreement.

**M.** This contract may be terminated by the LSOHC as permitted under Minnesota Statutes 3.225, subdivision 6, in whole or in part, whenever the LSOHC determines that termination is in the interest of the LSOHC. The LSOHC will pay all reasonable costs associated with this contract that the consultant has incurred up to the termination date of the contract and all reasonable costs associated with termination of the contract.