DEPARTMENT OF IRON RANGE
RESOURCES & REHABILITATION

REQUEST FOR PROPOSAL (RFP)

FOR

GIANTS RIDGE

MANAGEMENT CONTRACT

September 14, 2026

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SECTION I: INTRODUCTION

The Department of Iron Range Resources & Rehabilitation (IRRR) is a Minnesota state agency located in northeastern Minnesota with a primary mission of economic development and diversification of the Taconite Assistance Area as defined in Minnesota Statutes Section 273.1341 (TAA). IRRR owns and is responsible for the operation of the Giants Ridge Recreation Area (Giants Ridge), located near Biwabik, Minnesota, which is located within the Giants Ridge Recreation Area as defined in Minn. Stat. Sec. 298.22, subd. 7 (GRRA).

In September 2021, IRRR posted a Request for Proposals (RFP) that led to a contract with Guest Services Management, LLC to serve as the manager of all aspects of IRRR's recreational operations and assets at Giants Ridge. This contract currently includes a sub-contract with Troon Golf to support golf operations. Guest Services Management, LLC's contract will expire on April 30, 2027, and IRRR is seeking proposals from contractors interested in serving as IRRR's manager at Giants Ridge.

Selection of a contractor shall be based on IRRR's evaluation of responses. IRRR intends to enter into a management contract with the selected Responder, and this contract will contain all the terms and conditions required by this RFP, as well as further terms and conditions negotiated between IRRR and the selected Responder.

1.1 Summary

Proposals must be mailed or delivered by commercial shipping service to:

Location: Department of Iron Range Resources & Rehabilitation
Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Hwy. 53 S., Eveleth, MN 55734
Phone: (218) 735-3045

not later than 2:00 p.m. on Wednesday, October 28, 2026. Late proposals will not be considered; therefore, interested proposers must plan for the delivery of proposals accordingly. All references to time in this RFP are to Central Daylight Time.

1.2 Site Visits

Site visits will be offered on Thursday, October 1, 2026, to provide interested Responders an opportunity to review the facilities and gather information relevant to the proposal. Site visits are highly encouraged. Individuals wishing to participate must register by Friday, September 25, 2026 by email to:

Name: Tina Neumann
Title: Contract Coordinator

Address: 4261 Hwy. 53 S., Eveleth, MN 55734
Email: tina.neumann@state.mn.us
Phone: (218) 735-3045

A Site Visit Addendum will be released at a later date.

1.3 Purpose of this Request for Proposal

The purpose of this RFP is to engage a management company with demonstrated experience operating similar facilities, which will be responsible for overseeing all aspects of operations at Giants Ridge. IRRR is looking to enter into a management agreement with a contractor for a term of 5 years with an option to renew the contract for an additional 5 years.

The contractor will be expected to achieve operational efficiencies and economies that result in measurable cost savings, while leveraging industry expertise to increase attendance and strengthen the overall profit/loss position. The contractor must effectively manage expenses while maintaining high customer service standards that foster audience engagement, participation, and long-term loyalty.

1.4 Project Background and Description

IRRR has owned and operated Giants Ridge since 1984. Giants Ridge was founded as a ski area but expanded its operations to include two 18-hole championship golf courses, a mountain bike park and a Pool and Sauna Haus. Giants Ridge consists of 1,970 acres located near the city of Biwabik.

Surrounded by the Superior National Forest, Giants Ridge is a destination recreation area that serves about 130,000 visitors annually, participating in alpine and Nordic skiing, golfing, snow tubing, mountain biking, attending public/private events, hiking, disc-golfing and enjoying the newly constructed Pool and Sauna Haus. Refer to the Facility Datasheet found at: https://mn.gov/irrrb/about-us/work-with-us/ for additional details.

Portions of the recreation area are owned and operated by private partners that provide lodging facilities, amenities and residential development of single-family homes and other types of development. Approximately 270 people are employed in full and part-time jobs that support the public and private operations within the recreation area.

IRRR's public-private partnership model at Giants Ridge has an annual $55 million economic impact on the East Iron Range, an economically distressed area of the region. (THK Associates 2020 Giants Ridge Economic Analysis – link to this study can be found at https://mn.gov/irrrb/media/reports-publications.jsp).

1.5 Project Budget and Fees

Giants Ridge has a budget to support management services. Management fees and any performance-based incentive fees will be paid routinely based on measurable and auditable performance metrics. Such metrics may include revenue generation, visitation levels, service quality indicators or other outcomes aligned with operational goals. Fees must not be based on net profit. Management fees may be structured as a flat fee or a percentage of revenues.

1.6 Completion Date

A management contract with the successful proposer will become effective on April 1, 2027.

1.7 Procurement Timetable

The following is IRRR's intended schedule for the RFP process. IRRR reserves the right to modify this schedule as necessary.

Event	Date
RFP Publish Date	September 14, 2026
Site Visits	October 1, 2026
Deadline for Submitting Questions	October 5, 2026
Response to Submitted Questions	October 8, 2026
Proposal Submission Deadline	October 28, 2026
Completion of Evaluation of Submitted Proposals	November 4, 2026
Interviews (if necessary)	November 12, 2026
Vendor Selected	November 19, 2026
Management Contract Executed	January 14, 2027
New Management Contract Starts	April 1, 2027

SECTION II: SCOPE OF SERVICES

2.1 Contractor Responsibilities

The following services are fundamental to the management of Giants Ridge and must be provided at the inception of the contract:

2.1.1 Provide management, administration and personnel necessary to properly operate and maintain the Giants Ridge facilities, including all aspects of the ski

area, golf courses, mountain bike trails, Pool and Sauna Haus and all other IRRR recreational amenities.

2.1.2 Manage and execute all operational and business functions, including business administration, hiring and HR services, accounting, payroll, financial reporting, IT and software systems, POS management, procurement, maintenance, group sales, rental operations, planning, annual budgeting, goal setting and performance management.

2.1.3 Develop and implement a strategic marketing plan designed to increase attendance and overall visitation at GRRA. Promote activities and events to broaden GRRA's appeal beyond traditional ski and golf customers.

2.1.4 Acquire all equipment, materials and supplies necessary to support operations.

2.1.5 Procure all required licenses and permits.

2.1.6 Manage retail and rental operations, including procurement, merchandising, sales, inventory control and rental programs that meet customer demand and generate profit.

2.1.7 Maintain high-quality golf and ski products supported by exceptional customer service.

2.1.8 Provide year-round food and beverage services for recreational guests, including catering events and providing management of F&B services at the Burnt Onion restaurant, event center food court, Wacootah Grille and Bunkers Grill, ensuring offerings meet customer demand and generate profits.

2.1.9 Manage all event programming, venue rentals and group sales, including alpine and Nordic competitions, weddings, conferences, golf groups, golf tournaments and public events that generate tourism and utilize assets at Giants Ridge to increase visitation and revenue.

2.1.10 Collaborate with IRRR on maintenance activities, capital planning and capital project implementation.

2.1.11 Maintain complete and accurate records of all financial transactions following standard accounting practices.

2.1.12 Provide financial and performance reports to IRRR according to an agreed-upon schedule.

2.1.13 Maintain facilities, equipment and assets in accordance with industry and manufacturer standards and carry out approved capital improvements as agreed.

2.2 Optional Responsibilities and Future Considerations

The following services are intended to be options that may be exercised by IRRR either at the inception of the contract or at any time during the term of the contract. Responders should assume IRRR could require such services at the beginning of the contract for the purpose of preparing proposals.

- Manage and implement a reservation platform for online reservations including activities and lodging. Develop and facilitate partnerships with lodging properties that help keep the facility competitive and improve Giants Ridge's market share in the recreation industry.

- Potential management of on-site lodging inventory and operations including room reservation, sales, marketing, and additional commercial operations within properties.

- Collaborate with IRRR on long- and short-term development initiatives included in the master plan that enhance the facility and the overall Giants Ridge experience. The Giants Ridge Master Plan, Base Area Concept Plan and Mountain Operations Assessment can be accessed on the IRRR website at: http://mn.gov/irrrb/about-us/work-with-us/

- The Legend golf course will be closed for renovations encompassing the 2027 and 2028 golf seasons. IRRR will work with the selected contractor to develop budgets taking into consideration the revenue loss implications of the project.

2.3 Proposal Requirements

Responder proposals must include the following information:

2.3.1 Company Information

Provide a brief history of the company: founding date, business type, number of employees, headquarters and operating locations, major past projects and any additional relevant background.

2.3.2 Experience and Capacity

Describe your experience operating golf, ski, and similar recreation facilities. Include size and type of operations, public agency partnerships, contracts, subcontractor roles and resumes for key personnel.

2.3.3 Operations Plan

Present a detailed operations plan covering organizational structure; golf and ski operations; retail; food and beverage; sales and marketing; group sales; reservations; operating hours and days; fees; staffing levels and roles and required qualifications and training. Demonstrate ability to ensure guest and employee safety.

2.3.4 Programs and Services

Outline key programs and services, including mission/vision, organizational structure, visitor service standards, transition plan, staffing and training. Demonstrate how your company can add value to Giants Ridge's existing programs and operations.

2.3.5 Marketing and Sales

Summarize experience increasing attendance and revenue through programming and events for diverse audiences. Include group sales experience, reservation/client management tools used, and data-driven marketing and customer satisfaction practices. Describe how you would market all of Giants Ridge's offerings to increase visitation and market shares. Demonstrate your understanding of Giants Ridge's competition and how you would set the facility apart from others.

2.3.6 Maintenance

Describe your experience maintaining golf courses, ski areas, mountain bike trails, buildings, grounds, pools and associated support facilities. Highlight strengths, unique capabilities, subcontractor roles and key personnel. Describe your approach and experience as it relates to snowmaking and agronomy.

2.3.7 Capital Improvements

Explain your process for planning and prioritizing capital improvements and how you will assist IRRR with bonding requests and long-range capital planning.

2.3.8 Financial Plan

Provide annual revenue and cost projections. Describe strategies to grow revenue, boost regional economic impact, increase visitation and reduce operating subsidy.

2.3.9 Goal Setting and Metrics

Describe your methodology for setting goals and measuring performance. Identify key metrics for golf, ski, mountain biking, Pool and Sauna Haus participation, food and beverage and retail used to monitor and improve operations.

2.3.10 In a separately sealed envelope included within the shipping package that contains proposals, submit a cost proposal with a proposed management fee and performance incentive plan. Incentives may be based on revenues that exceed budgeted amounts, provided the overall revenue target has been met. All costs and management fees proposed must be provided on an annual basis for the periods from April 1, 2027 – March 31, 2028 and annually for an additional four years (through March 31, 2032).

2.3.11 The state reserves the right to request references.

SECTION III: PROPOSAL PREPARATION

3.1 General Instructions

Proposals must be clear, concise and follow the format detailed in this RFP. Proposals that are difficult to follow or that do not conform to the RFP format or specifications may be rejected. Responders must include required information called for in this RFP. IRRR reserves the right to reject a proposal if required information is not provided or is not organized as directed. IRRR reserves the right to change the evaluation criteria or any other provision in this RFP provided all vendors are notified of the change.

This RFP does not obligate IRRR to award a contract or complete the project, and IRRR reserves the right to cancel the solicitation if it is considered to be in its best interest.

A. This document, including attachments, constitutes the RFP and is a competitive procurement. Therefore, the Responder shall carefully follow the instructions herein in order to be considered fully responsive to the RFP. IRRR reserves the right to reject a proposal that is determined to be incomplete or which does not follow the required structure and format. However, when such statements, omissions or deviations are determined to be innocent or inadvertent in the opinion of IRRR, the agency further reserves the right to waive them as informalities.

B. Proposals must be sealed in mailing envelopes or packages with the Responder's name and address clearly written on the outside. The proposal must be signed in ink by an authorized member of the Responder. Proof of authority of the person signing shall be furnished upon request. Prices and terms of the proposal as stated must be valid for the length of any resulting contract. All costs incurred by a Responder in replying to this RFP shall be borne by the Responder. Alterations in cost figures used to determine the lowest priced proposal shall be rejected unless initialed in ink by the person responsible for or authorized to make decisions as to the price quoted. Proof of authorization shall be provided upon request. The use of "white out" is considered an alteration

C. Notwithstanding anything to the contrary, IRRR reserves the right to:

1. Reject any and all proposals received in response to this RFP.

2. Select, for contract negotiation, a proposal other than the one with the lowest cost.

3. Waive or modify any informalities, irregularities or inconsistencies in proposals received and/or accept a late written modification requested by

IRRR if the proposal itself was submitted on time and if the modified proposal is more favorable to IRRR.

4. Approve sub-contractors used by a Responder.

5. Negotiate any aspect of the proposal with any Responder and negotiate with more than one (1) Responder at the same time.

6. If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Responder, prepare and release a new RFP, request a best and final offer or take such other action as IRRR deems appropriate.

7. IRRR's evaluation process may include interviews with some Responders after review of proposal documents.

D. Any verbal explanations of instructions or discussion of any aspect of this RFP provided to a Responder before the award of a contract shall not be binding. Responders with questions regarding this RFP must submit them by electronic mail (do not fax) to:

Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Hwy. 53 S., Eveleth, MN 55734
Email: tina.neumann@state.mn.us

E. Responders may propose additional tasks, activities or alternative suggestions if they will substantially improve the results of the project. These items shall be separated from the required items on the cost proposal.

3.2 Communication Guidelines and Contacts

Requests for information or clarification by Responders must be received no later than 4:00 p.m. on Monday, October 5, 2026. Written questions or communications with IRRR regarding this RFP must be submitted via email. Questions must include the name of the questioner, as well as a phone number, mailing address and e-mail address for confirmation. Note that both questions and answers will be posted on IRRR's website at the following link: http://mn.gov/irrrb/about-us/work-with-us/ on or before Thursday, October 8, 2026 at 4:00 p.m. Anonymous questions will not be answered.

All communication should clearly state the appropriate RFP reference (i.e. subject plus page and section numbers) and must generally state the contents of the communication (for example, "RFP Questions") at the top of the email. Any email not carrying this designation may not receive priority attention.

If appropriate, a change responding to such a request may be issued by IRRR in the form of an addendum to the RFP. No other communications shall be of any effect in changing or amending this RFP.

All written communications from potential Responders must be sent via e-mail to:

Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Hwy. 53 S., Eveleth, MN 55734
Email: tina.neumann@state.mn.us
Phone: (218) 735-3045

From the date of release of this RFP until a Responder is selected and a contract executed, Responders must not communicate with IRRR's staff concerning the RFP except through the IRRR Contract Coordinator pursuant to the above-stated procedure. If any Responder attempts any unauthorized communication, IRRR may reject that Responder's proposal.

3.3 Proposal Delivery

All proposals must be sent to and received by:

Institution: Department of Iron Range Resources & Rehabilitation
Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Hwy. 53 S., Eveleth, MN 55734
Phone: (218) 735-3045

In order to be considered for selection, sealed proposals must be received at the address identified above and time stamped by IRRR no later than Wednesday, October 28, 2026 at 2:00 p.m. Submission by fax, email or other electronic transmission is unacceptable and proposals submitted by these means will not be considered. IRRR assumes no responsibility for delays in the U.S. mail or courier systems, or because of weather.

A Responder's proposal received after the deadline will not be accepted or considered. Receipt by IRRR of a proposal after the closing date and time as stated herein shall not be construed as acceptance of the proposal. Late proposals will be logged as to date/time received and thereafter returned to the late Responder without being evaluated.

If delivery of the proposal is not made by courier, the use of certified or registered mail is suggested. Note: Use of certified or registered mail does not relieve the Responder of the responsibility to ensure the proposal is date/time stamped as specified above.

3.4 Quantities

Each Responder shall provide on 8 ½ x 11-inch paper one signed original copy of its entire submission including all attachments and a cost proposal submitted in a separately sealed envelope with the original copy of the proposal. In addition, all Responders shall submit three (3) identical copies of their proposal with duplicate signatures and all attachments, excluding the cost proposal which should only be submitted with the original copy of the proposal.

3.5 Binding

All copies of proposals shall be submitted in loose-leaf or three-ring binders. All pages must be sequentially numbered within each section (1.1, 1.2, etc.). An identifiable tab sheet must precede each proposal section. Include a detailed index for easy reference to the proposal.

3.6 Duration of Offer

Proposals submitted in response to this solicitation are irrevocable for 120 days following the due date of the proposals. This period may be extended by written agreement between Responder and IRRR.

3.7 Transmittal Letter

The Transmittal Letter for each Responder's proposal must be submitted on its official business letterhead. The letter shall identify all materials and enclosures being forwarded collectively as a response to this RFP and must be signed by an individual authorized to commit the Responder to the scope of work proposed.

3.8 Proposal Content

The following are considered minimum contents of the proposal:

A. Required attachments, including responses to and support documentation for the Responder Proposal Requirements on pages 6-9.

B. Required Responder Statements or Attestations:

1. A list of the individuals involved with the preparation of the RFP response.

2. A statement that no attempt has been made or will be made by the Responder to induce any other person or firm to not submit a proposal.

3. A statement that no personnel currently employed by IRRR or under contract to IRRR participated, directly or indirectly, in any activities related to the preparation of the Responder's proposal; this does not

include clarifications and answers to questions provided by IRRR in regard to this RFP.

4. A statement that the Responder has had no contractual relationships with any IRRR personnel involved in the development of the RFP.

5. A statement that, in connection with the proposal, the prices, costs and fees proposed by the Responder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, as to any other Responder or with any competitor; and that unless otherwise required by law, the prices quoted have not been knowingly disclosed by the Responder prior to award, either directly or indirectly, to any other Responder or competitor, all as reflected in the Affidavit of Non-Collusion **(Attachment 1)**.

6. A statement that no contingency fees have been paid for purposes of securing this contract.

7. A statement that the Responder's offer will be firm and binding, without any reference to the price submitted, for 120 days from the due date for receipt of proposals.

8. A certification by an appropriate Responder official other than the signer of the proposal that the official signing this proposal has the authority to obligate and bind the Responder to the terms, conditions and provisions of the proposal.

SECTION IV: PROPOSAL EVALUATION

4.1 General

All proposals received by the deadline noted above will be evaluated. At the option of IRRR, an interview may be part of the evaluation process. IRRR reserves the right to name a date at which selected finalists will be invited to participate in an interview. Interviews may be via interactive technology or required in person. IRRR does not commit to reach a decision by any certain date; however, it is hoped that the evaluation and selection will be completed within 21 days after the RFP deadline.

Factors on which proposals will be judged include, but are not limited to:

1. Completeness and detail of the response as reflected by proposal coverage of all elements of work listed in Section II.

2. Experience of the Responder.

3. Approach and special services, benefits or advantages to IRRR.

4. Cost in relation to level of service to be provided.

4.2 Criteria

Criteria described below, based upon the point scale below, will be used by IRRR's review committee to evaluate Responder proposals. The evaluation may include Responder interviews and requests for additional information, and will focus on the specifics of the Responder's approach.

1. COMPANY PROFILE AND EXPERIENCE ..... 100 points
   - Completeness, overall organization and clarity of the response.
   - Demonstrated understanding of the vision and the requirements of this RFP.
   - Relevant qualifications and experience of the Responder and specific staff and leadership.
   - Satisfaction of previous and current clients.

2. OPERATIONS PLAN ..... 100 points
   - Business structure and efficiencies.
   - Staffing, training and cross-training plans.
   - Demonstrated ability to maintain campus and agency assets at a high level.
   - Management strategy and ability to work with public stakeholders.
   - Marketing, group sales, programming, packaging, reservation management and audience development goals and capabilities.

3. FINANCIAL ..... 150 points
   - Projections and revenue strategies.
   - Evidence of financial stability and ability to provide the services required.
   - Proposal demonstrates a commitment to the bottom line and provides optimal benefits for the contractor, the agency and Giants Ridge customers.

4. COST PROPOSAL ..... 150 points
   - Management fees should be indicated as a percent of revenues or a proposed flat fee.
   - Responder may propose performance-based incentives.
   - Optional services listed in Section 2.2 of the RFP should be priced separately as an exhibit to the cost proposal and not included as part of the overall costs of Responder's management services.

The Cost Proposal will be used to calculate points using the following criteria.

- The Responder with the lowest total cost, and other Responders with total costs of up to 5% higher, shall receive 150 points.

- All other Responders shall receive pricing points based on the following formula:

  Lowest Proposed Cost Total / Responder's Proposed Cost Total x 150 = Pricing Points Awarded

Any fraction resulting from applying the pricing formula will be dropped, resulting in all pricing point evaluation scores being whole numbers.

SECTION V: GENERAL REQUIREMENTS

5.1 IRRR's Right to Amend RFP

IRRR reserves the right to amend any segment of the RFP prior to the announcement of a successful Responder and award of contract. If a change occurs in IRRR's requirements resulting in a decision to modify the RFP scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP provided to all prospective Responders on the official Responder list. In such an event of change, all Responders will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

Any addenda to this RFP issued prior to the proposal submission deadline will be sent by IRRR to Responders by mail or email and posted on IRRR's website at the following link: http://mn.gov/irrrb/about-us/work-with-us/. Responders will be responsible for meeting the requirements of all addenda and will be required to acknowledge receipt of all addenda as part of their proposal.

To receive addenda and other information pertaining to this RFP, all Responders must ensure they are on IRRR's official list of Responders by contacting Tina Neumann by any means provided in Section 3.1 and must designate a single mailing and/or email address for all such mailings.

5.2 Affidavit of Non-Collusion

Each Responder must complete the attached Affidavit of Non-Collusion (**Attachment 1**) and include it with the proposal. Failure to submit a correctly executed Affidavit of Non-Collusion shall be grounds for rejection of a Responder's proposal.

5.3 Data Disclosure

Each Responder must complete and submit the Data Disclosure Information (**Attachment 2**) and include it with their proposal.

5.4 Conflicts of Interest

A Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this RFP.

The list should indicate the name of the entity, the relationship and a discussion of the conflict. Disclosure of any real or potential conflicts of interest may, at the sole discretion of IRRR, be grounds for rejection of the Responder's proposal or termination of any contract awarded.

5.5 Disposition of Responses

All materials submitted in response to this RFP will become property of IRRR and will become public record in accordance with Minn. Stat. §13.591 after the evaluation process is completed and an award decision is made.

5.6 Contingency Fees Prohibited

Pursuant to Minnesota Statutes Section 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.

5.7 Vendor Preferences

Preferences are not cumulative; the total percentage of preference granted on a contract may not exceed the highest percentage of preference allowed for that contract.

1. Preference to Targeted Group and Economically Disadvantaged Business and Individuals - In accordance with Minn. Stat. Sec. 16C.16, subd. 5, and Minnesota Rules 1230.1810, subpart B and Minnesota Rules 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors shall receive the equivalent of a six percent preference in the evaluation of their proposal.

2. Preference to Veteran-Owned/Service-Disabled Veteran-Owned Small Businesses - In accordance with Minn. Stat. Sec. 16C.16, subd. 6a, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference on the basis of award for this RFP.

5.8 Form of Contract Between IRRR and Responder

The selected Responder and IRRR will enter into a written management agreement, attaching and including this RFP and any addenda, the selected Responder’s response to the RFP, and any modifications to the requirements of the RFP resulting from negotiations between the selected Responder and IRRR.

A sample IRRR Professional Services Contract is attached **(Attachment 3)** for reference. Much of the language reflected in the contract will be included in the management agreement and is required by statute. If you take exception to any of the terms, conditions or language in the Attachment 3, you must indicate those exceptions in your

response to the RFP. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation.

Any award made as a result of this RFP Process will be governed by the terms and conditions contained in this document.

If you take exception or wish to propose a deviation to any term or condition in this document, do so clearly and conspicuously in your proposal by referencing the specific section number of the term or condition and by describing the exception or deviation and proposing alternative language.

Responders that do not clearly and conspicuously take an exception or propose a deviation to a specific term or condition will be bound by such term or condition.

IRRR reserves the right in each instance to:

1. accept with deviations or exceptions;

2. negotiate deviations or exceptions; or

3. reject a proposal with deviations deemed unacceptable by IRRR in its sole discretion.

5.9 Certification Regarding Lobbying

Federal money could be used to pay for all or part of the work under the contract; therefore, the Responder must complete the attached Certification Regarding Lobbying (**Attachment 4**) and submit it as part of its proposal.

5.10 Insurance Requirements

Listed below are the insurance requirements of IRRR. Responder must complete the attached certification regarding general insurance requirements (**Attachment 5**).

General Insurance Requirements

The Contractor shall not commence work under the contract until they have obtained all the insurance described below and IRRR has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
   A. Statutory Compensation Coverage

   B. Coverage B – Employers Liability with limits of not less than:
   $100,000 Bodily Injury by Disease per Employee

$500,000 Bodily Injury by Disease Aggregate
$100,000 Bodily Injury by Accident

2. Automobile Liability Insurance

A. Minimum Limits of Liability:
$500,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit

B. Coverage
X Owned Automobile
X Non-owned Automobile
X Hired Automobile

3. General Liability Insurance

A. Minimum Limits of Liability
$500,000 – Per Occurrence
$500,000 – Annual Aggregate
$500,000 – Annual Aggregate applying to Products/Completed Operations

B. Coverage:
X Premises and Operations Bodily Injury and Property Damage
X Personal & Advertising Injury
X Blanket Contractual
X Products and Completed Operations
X Other; if applicable, please list Errors and Omissions
X IRRR named as Additional Insured

Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to IRRR with respect to any claim arising out of the contractor's performance under this contract.

- Contractor's policy(ies) will provide IRRR with thirty (30) days advance written notice of cancellation.

- Contractor is responsible for payment of contract related insurance premiums and deductibles.

- If Contractor is self-insured, a Certification of Self-Insurance must be attached.

- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits.

- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an “AM Best” rating of A-(minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.

- An Umbrella or Excess liability insurance policy may be used to supplement the Contractor’s policy limits to satisfy the full policy limits required by the Contract.

SECTION VI: FINANCIAL REQUIREMENTS

When preparing a proposal, Responders should be aware of the following required IRRR contract terms and conditions:

A. Compensation will be for actual services performed, unless a specific payment schedule is mutually agreed upon. IRRR makes regular payments based on the passage of time and only pays for services performed or work delivered AFTER it is accomplished in a satisfactory way and accepted.

B. Payment is only made after the submission of an authorized and properly itemized invoice.

ATTACHMENT 1

AFFIDAVIT OF NON-COLLUSION

Department of Iron Range Resources & Rehabilitation

AFFIDAVIT OF NON-COLLUSION

I hereby swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual) or an officer or employee of the responding company or corporation having authority to sign on its behalf (if the Responder is a company or corporation);

2. That the attached proposal has been arrived at by the Responder independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal designed to limit independent competition;

3. That the contents of the Request for Proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder or its surety on any bond furnished with the Request for Proposal and will not be communicated to any such person prior to the official opening of the Request for Proposal; and

4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed:_____

Company Name: _____

Subscribed and sworn to me this day of _____ , 20_____ .

Notary Public

My commission expires _____ , 20_____.

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5/15/00

ATTACHMENT 2

DATA DISCLOSURE INFORMATION

STATE OF MINNESOTA
Department of Iron Range Resources & Rehabilitation
DATA DISCLOSURE INFORMATION

NOTICE TO VENDORS AND CONTRACTORS:
You are required by Minnesota Statute §270C.65 to provide either a social security number, a federal taxpayer identification number or a Minnesota tax identification number. This information may be used in the enforcement of federal and state tax laws. Supplying these numbers could result in action to require you 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 of state obligations.

Name and Address: ***[INSERT FULL LEGAL NAME AND FULL LEGAL ADDRESS OF CONTRACTOR/VENDOR/CONSULTANT]***
Social Security Number **or**
Federal Taxpayer ID Number **or**
Minnesota Tax ID Number: ***[INSERT ONE OF THE REQUIRED NUMBERS]***

- Current state employees are ineligible to enter into a contract for services with the state.
  Are you a current state employee? _____ Yes / _____ No
- Past employees who have received a separation incentive under Board Policy 4.11 are ineligible to enter into a contract for services for one year following separation.
  Have you ever been a state employee? _____ Yes / _____ No
  If yes, (1) what was your separation date? ***[INSERT DATE]***
  (2) Did you receive a separation incentive? _____ Yes / _____ No
- Contractor: please initial _____

For any person hired as an independent contractor, Minnesota Statute §256.998 requires the following information be submitted to the Department of Human Services except for those persons whose contract is for less than two months with gross earnings of less than $250 per month. This information may be used in the enforcement of state and federal child support laws and will be provided to the Minnesota New Hire Reporting Center, P.O. Box 64212, St. Paul, MN 55164-0212. This contract will not be approved unless this information is provided.

Social Security Number: ***[INSERT SOCIAL SECURITY NUMBER IF NOT PROVIDED ABOVE]***

Date of Birth (mm/dd/yyyy): ***[INSERT BIRTHDATE IF CONTRACT IS IN THE NAME OF AN INDIVIDUAL PERSON]***

THIS PAGE CONTAINS PRIVATE INFORMATION AND, EXCEPT AS DEFINED ABOVE, SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT EXPRESS WRITTEN PERMISSION OF THE VENDOR OR CONTRACTOR. ONLY INDIVIDUALS THAT REQUIRE THE ABOVE INFORMATION AND INDIVIDUALS SIGNING THIS CONTRACT SHALL HAVE ACCESS TO THIS DATA.

ATTACHMENT 3

UMCL PROFESSIONAL AND TECHNICAL CONTRACT SAMPLE

DEPARTMENT OF IRON RANGE RESOURCES & REHABILITATION

UMCL Professional and Technical Services Contract

State of Minnesota

Department of Iron Range Resources & Rehabilitation

UMCL Contract No.:

PO ID	PO Date	Approval Date	Fiscal Year	Amount
Vendor ID	**Fund**	**Fin Dept ID**	**Approp ID**	**Account**

This Minnesota Uniform Municipal Contracting Law ("UMCL") Contract is between the State of Minnesota, acting through its Office of the Commissioner of the Department of Iron Range Resources & Rehabilitation; Phone: 218-735-3000 ("IRRR" or "State") and _____, whose designated business address is _____; Phone: _____; ("Contractor").

Recitals

1. Under Minn. Stat. § 15.061, the State is empowered to engage such assistance as deemed necessary.
2. Under Minn. Stat. § 298.22, subd. 1(b), the State has the authority to utilize the Uniform Municipal Contracting Law in Minn. Stat. § 471.345.
3. The State is in need of _____.
4. The Contractor represents that it is duly qualified and agrees to perform all services described in this Contract to the satisfaction of the State.

Contract

1. **Term of Contract**
   - **1.1. Effective date**: _____, or the date this agreement ("Contract") is fully executed, whichever is later. The Contractor must not begin work under this Contract until the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2. Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3. Survival of terms: The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State audits; 10. Government data practices and intellectual property; 14. Publicity and endorsement; 15. Governing law, jurisdiction, and venue; and 16. Data disclosure.

2. Contractor's duties

The Contractor, who is not a state employee, will perform the following services:

[List duties] [May be an attachment]

Contractor's proposal provides additional details about Contractor's duties, and is attached to this document for reference as "Exhibit A." To the extent there are any conflicts between the Contract and any information contained in Exhibit A, the terms in the Contract shall control and take precedence over the information contained in Exhibit A.

3. Time

The Contractor must comply with all the time requirements described in this Contract. In the performance of this Contract, time is of the essence.

4. Consideration and payment

4.1. Consideration. The State will pay for all services performed by the Contractor under this Contract as follows:

(a) Compensation. The Contractor will be paid $_____.

(b) Total obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this Contract will not exceed $_____.

4.2. Payment.

(a) Invoices. The State will promptly pay the Contractor after the Contractor completes all services and presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: To be determined.

(b) Retainage. Not applicable.

(c) Federal funds. Not applicable to this Contract.

5. Conditions of payment

All services provided by the Contractor under this Contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations including business registration requirements of the

Office of the Secretary of State. The Contractor will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6. Authorized Representative

The State's Authorized Representative is [Enter Name, Title, Address, Phone, Email], or his/her successor, and has the responsibility to monitor the Contractor's performance and the authority to accept the services provided under this Contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is [Enter Name], at the following business address and telephone number: [Enter Address, Phone, Email], or his/her successor. If the Contractor's Authorized Representative changes at any time during this Contract, the Contractor must immediately notify the State.

7. Assignment, amendments, waiver, and contract complete

7.1. Assignment. The Contractor may neither assign nor transfer any rights or obligations under this Contract without the prior consent of the State and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Contract, or their successors in office.

7.2. Amendments. Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Contract, or their successors in office.

7.3. Waiver. If the State fails to enforce any provision of this Contract, that failure does not waive the provision or its right to enforce it.

7.4. Contract complete. This Contract contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

8. Indemnification

In the performance of this Contract by Contractor, or Contractor's agents or employees, the Contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Contractor's:

a) Intentional, willful, or negligent acts or omissions; or
b) Actions that give rise to strict liability; or
c) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this Contract.

9. State audits

The Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Contract.

10. Government data practices and intellectual property

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Contractor or the State.

If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State's Authorized Representative as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11. Workers' compensation and other insurance

General Insurance Requirements

Contractor shall not commence work under the contract until it has obtained all the insurance described below and IRRR has approved such insurance. All policies shall remain in force and effect throughout the term of the Contract.

POLICY REQUIREMENTS

1. Workers' Compensation Insurance
   A. Statutory Compensation Coverage
   B. Coverage B – Employers Liability with limits of not less than:
      $100,000 Bodily Injury by Disease per Employee
      $500,000 Bodily Injury by Disease Aggregate
      $100,000 Bodily Injury by Accident
2. Automobile Liability Insurance
   A. Minimum Limits of Liability:
      $500,000 – Per Occurrence – Bodily Injury and Property Damage Combined Single Limit
   B. Coverage
      X Owned Automobile
      X Non-owned Automobile
      X Hired Automobile
3. General Liability Insurance
   A. Minimum Limits of Liability
      $500,000 - Per Occurrence

$500,000 - Annual Aggregate
$500,000 – Annual Aggregate applying to Products/Completed Operations

B. Coverage:
X Premises and Operations Bodily Injury and Property Damage
X Personal & Advertising Injury
X Blanket Contractual
X Products and Completed Operations
X Other; if applicable, please list _____
X IRRR named as Additional Insured

Additional Insurance Conditions

- Contractor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to IRRR with respect to any claim arising out of the contractor's performance under this contract.
- Contractor's policy(ies) will provide IRRR with thirty (30) days advance written notice of cancellation.
- Contractor is responsible for payment of contract related insurance premiums and deductibles.
- If Contractor is self-insured, a Certification of Self-Insurance must be attached.
- Contractor's policy(ies) shall include legal defense fees in addition to the liability policy limits, with the exception of 4. above.
- Contractor shall obtain insurance policy(ies) from insurance company(ies) having an "AM Best" rating of A-(minus), Financial Size Category of VII or better, and authorized to do business in the State of Minnesota.

An Umbrella or Excess liability insurance policy may be used to supplement the Contractor's policy limits to satisfy the full policy limits required by the Contract.

Contractor certifies that it is in compliance with all insurance requirements relevant to this Contract. Contractor shall maintain such insurance in force and effect throughout the term of the Contract.

Contractor further certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Contractor's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the State's obligation or responsibility.

12. Debarment by State, its departments, commissions, agencies, or political subdivisions
Contractor certifies that neither it nor its principals is presently debarred or suspended by the State of Minnesota, the United States of America, or any of their departments, commissions, agencies, or political subdivisions. Contractor's certification is a material representation upon which the Contract award was based. Contractor shall provide

immediate written notice to the State's Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13. Publicity and endorsement

13.1. Publicity. Any publicity regarding the subject matter of this Contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

13.2. Endorsement. The Contractor must not claim that the State endorses its products or services.

14. Governing law, jurisdiction, and venue

Minnesota law, without regard to its choice-of-law provisions, governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

15. Data disclosure

Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

16. Payment to subcontractors

(If applicable) As required by Minn. Stat. § 16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from the State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

17. Termination

17.1. Termination by the State. The State may cancel this Contract at any time, with or without cause, upon 15 days' written notice to the Contractor. Upon termination, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

17.2. Termination for insufficient funding. The State may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Contractor. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Contractor notice of the lack of funding within a reasonable time of the State's receiving that notice.

18. Non-discrimination (In accordance with Minn. Stat. § 181.59)

The Contractor will comply with the provisions of Minn. Stat. § 181.59 which require:

"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 vendor, 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 vendor, shall, in any manner, discriminate against, or intimidate, or prevent 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 canceled 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."

19. E-Verify certification (In accordance with Minn. Stat. § 16C.075)

For services valued in excess of $50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor

certifications must be kept on file with Contractor and made available to the State upon request.

20. Prevailing Wages

Contractor shall pay prevailing wages as required by Minn. Stat. Sec. 177-41-177-43 or IRRR Board Resolution 96-005.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print name: _____

Signature: _____

Title: _____ Date: _____

UMCL Contract No.: _____

2. Contractor

The Contractor certifies that the appropriate person(s) have executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print name: _____

Signature: _____

Title: _____ Date: _____

Print name: _____

Signature: _____

Title: _____ Date: _____

Distribution:

Agency

Contractor

State's Authorized Representative – photo copy

3. State Agency: Iron Range Resources & Rehabilitation

With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

[Attach proposal as Exhibit A, if applicable]

ATTACHMENT 4

CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

For IRRR Contracts and Grants over $100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Organization Name

_____

Name and Title of Official Signing for Organization

By:_____

Signature of Official

_____

Date

PUR015
1/30/01

ATTACHMENT 5

TERMS AND CONDITIONS – GENERAL INSURANCE REQUIREMENTS

TERMS AND CONDITIONS
GENERAL INSURANCE REQUIREMENTS

As an authorized signatory for the company specified below, I certify that the company has/will have all insurance policies at the limits specified in IRRR's RFP throughout the duration of any contractual relationship that may result from acceptance of our proposal. I further certify that the company agrees to indemnify IRRR and the State of Minnesota for any claims or damages in excess of the policy limits.

_____

Company

_____

Authorized Signature **Date**