DEPARTMENT OF IRON RANGE
RESOURCES & REHABILITATION

REQUEST FOR PROPOSALS (RFP) FOR
HILL ANNEX MINE
PHASE I ARCHAEOLOGICAL SURVEY

November 16, 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") and is issuing this Request for Proposal to perform a Phase I archaeological survey at the Hill Annex Mine site in Itasca County, Minnesota.

The selected Contractor will complete cultural resources background research, research design and testing strategy development, permitting/licensing, Phase I field investigation, artifact processing and curation, technical reporting, and associated project management.

Those submitting proposals in response to this solicitation shall be referred to as "Responders."

Selection of the contractor shall be based on IRRR's evaluation of responses. IRRR intends to enter into a contract with the selected Responder, and this contract will contain all the terms and conditions required by this Request for Proposal ("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, December 9, 2026. Late Responses will not be considered; therefore, interested proposers should plan for the delivery of proposals accordingly. All references to time in this RFP are to Central Standard Time.

1.2 Purpose of this Request for Proposal

The purpose of this RFP is to select a qualified archaeological consultant to identify and delineate archaeological resources within the Area of Potential Effects (APE), evaluate findings at the Phase I level, and provide recommendations concerning potential next steps. If findings indicate that Phase II evaluation may be necessary, IRRR may request a separate proposal or amend the Work Order Contract as permitted. This work supports returning the former Hill Annex State Park to active mining.

1.3 General Description of Project

The former Hill Annex Mine State Park was legislatively terminated in 2024 with an intent to return it to active mining. The Hill Annex Mine is listed on the National Register of Historic

Places. Because the mining proposal includes the demolition of existing buildings and infrastructure, which are included in the historic district, the completion of various studies and documents is required prior to authorization of demolition. The Minnesota Department of Natural Resources (DNR), Office of School Trust Lands, and IRRR have been working collaboratively to complete the necessary investigations, which have included the development of a cultural resource mitigation plan, Phase I and Phase II environmental assessments, regulated material surveys, and an Environmental Assessment Worksheet. The Phase I archaeological investigation is part of this greater effort.

1.4 Project Budget and Fees

The total estimated contract amount is anticipated to be between $200,000 and $400,000.

1.5 Completion Date

The project's estimated completion is July 1, 2027.

1.6 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 Release Date	November 16, 2026
RFP Response Submission Deadline	December 9, 2026
Anticipated Evaluation of submitted proposals	December 21, 2026
Anticipated Contract Award Date	December 28, 2026
Anticipated Date of Fully Executed Contract	January 15, 2027

SECTION II: SCOPE OF SERVICES

2.1 General

The Contractor shall provide all labor, supervision, equipment, supplies, coordination, analysis, documentation, and reporting necessary to complete the authorized Phase I archaeological scope, except for information expressly identified as State-furnished.

2.2 Project Management and Coordination

- Conduct a virtual project kickoff meeting with IRRR and, as appropriate, DNR representatives.
- Maintain a task-based project schedule showing major milestones, agency review points, field mobilization, laboratory processing, and reporting.
- Provide weekly written status updates during active project phases summarizing completed work, upcoming work, schedule status, budget status, risks, and decisions needed from the State.

- Promptly notify IRRR, or its delegates, of discoveries, site-access issues, weather, licensing/permitting delays, utility-locate issues, or other conditions that could affect scope, schedule, or cost.
- Maintain appropriate internal quality assurance/quality control procedures for field records, spatial data, artifact processing, analysis, and reporting.

2.3 Background Research and Research Design

- Review Office of the State Archaeologist (OSA) and State Historic Preservation Office (SHPO) records and relevant historic maps, atlases, aerial photography, LiDAR, soils, geomorphology, topography, MnModel or comparable predictive information, Minnesota Historic Property Record (MHPR) photography and video, and other appropriate sources.
- Conduct background research for previously identified archaeological sites within at least a one-mile radius of the project area and review previous cultural resources investigations relevant to the APE.
- Review prior Hill Annex cultural resources investigations and the Phase I and Phase II Environmental Site Assessments provided by IRRR.
- Evaluate the Area of Potential Effects (APE) to identify areas of low, moderate, and high archaeological potential and document the basis for those determinations.
- Prepare a written Phase I research design and testing strategy describing archaeological context, objectives, survey locations, proposed methods, testing intervals, delineation methods, assumptions, and exclusions.
- Participate in at least one coordination meeting with IRRR and DNR cultural resources staff to review the proposed testing strategy before fieldwork and incorporate agreed-upon revisions.

2.4 Licensing, Permits, and Field Preparation

- Obtain the Minnesota archaeological license required for work on non-federal public land.
- Identify and obtain any DNR research permit or other permit required for the proposed work.
- Coordinate utility locating before subsurface testing.
- Confirm access, safety, and logistical requirements before mobilization.
- Identify in the proposal any anticipated permit or licensing lead times that could affect schedule.

2.5 Phase I Archaeological Fieldwork

- Field methods must comply with the State Archaeologist's Manual for Archaeological Projects in Minnesota, the approved research design, applicable OSA license conditions, and other applicable State requirements.
- Use systematic visual inspection, pedestrian survey, shovel testing, or other approved methods appropriate to site conditions.
- For pedestrian survey, state the proposed transect interval and conditions under which pedestrian survey will be used.

- For shovel testing, state the proposed standard testing interval, shovel-test dimensions, screening method, target excavation depth / termination criteria, and methods for documenting soil stratigraphy.
- Use closer-interval or radial testing as appropriate to delineate identified resources at the Phase I level.
- Collect GPS or equivalent spatial data for survey coverage, shovel tests, identified resources, site boundaries, and associated features.
- Record field methods, testing locations, soil profiles, cultural materials, features, photographs, and observations on standardized forms and in project records.
- Identify and delineate archaeological sites within the APE sufficiently to characterize their horizontal and vertical extent at the Phase I level.
- Promptly inform IRRR of any potentially NRHP-eligible archaeological resource or other discovery that could affect project planning or avoidance.
- Areas proposed for exclusion from subsurface testing because of prior disturbance, inundation, steep slopes, distance from water, or other low-potential conditions must be documented and justified in the research design and field records.

2.6 Required Testing Assumptions

- To improve comparability of offers and reduce post-award disputes, the Responder must explicitly state the quantitative assumptions used to develop its cost. As a base bid, please assume:
    - 280 acres will be subject to pedestrian survey
    - 70 acres will require subsurface investigation
    - 1,100 shovel-test units will be excavated
    - Two archaeological sites and 100 artifacts will be identified
- If your analysis differs significantly from the above base assumptions, please provide details and justification, including:
    - Estimated number of shovel tests or other subsurface tests included in the proposed price.
    - Estimated number of field days and anticipated field crew size.
    - Number of archaeological sites included in the proposed price for documentation, site forms, analysis, and reporting.
    - Number of artifacts or artifact lots included in the proposed price for cleaning, cataloging, analysis, photography, and curation.
    - Number of MNHS accession numbers / curation boxes assumed, if relevant.
    - Any assumed limits on deep testing, geomorphological or geoarchaeological work, specialty analysis, or other services.
    - The proposed unit rates or change mechanism if actual conditions exceed those assumptions.
    - These assumptions are pricing and scope-control assumptions only and do not authorize the Contractor to stop required Phase I work without first consulting IRRR. Any material change in authorized scope or cost requires written State approval.

2.7 Artifact Processing, Analysis, and Curation

- Clean, sort, catalog, label, photograph, and analyze recovered artifacts as appropriate to material type and diagnostic attributes.
- Prepare or update OSA site forms and related artifact tables, maps, and photographs.
- Prepare materials and associated records for permanent curation at MNHS or other approved repository in accordance with applicable requirements.
- Use current MNHS cataloging and curation standards and provide IRRR with copies of artifact catalogs and curation documentation.
- Identify in the proposal any anticipated repository fees or third-party costs and whether they are included in the not-to-exceed price.

2.8 Technical Reporting

- Prepare a draft and final Phase I Cultural Resources report meeting applicable OSA and SHPO standards.
- Describe records review, project context, research design, field methods, survey coverage, results, artifact analysis, interpretations, and recommendations.
- Provide recommendations concerning potential NRHP eligibility of identified archaeological sites.
- Include appropriate maps, figures, photographs, testing data, site locations, and appendices.
- Submit report draft deliverables electronically to IRRR/DNR/OSTL project team for review prior to SHPO / OSA submission.
- Provide final GIS data and other agreed digital project records with the final report.

2.9 Potential Phase II Work

In the event Phase I findings indicate that additional evaluation may be warranted and concurrence by reviewing agencies of SHPO and OSA, the Contractor shall notify IRRR and provide recommendations. No Phase II work shall proceed without separate written authorization. IRRR may request a Phase II proposal or amend the Work Order Contract, as permitted.

SECTION III: PROPOSAL PREPARATION

3.1 General Information

Proposals must be clear and 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 Responders 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 a formal 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 deemed innocent or inadvertent, IRRR further reserves the right to waive them as informalities.

B. Proposals are to 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. Proposals submitted with any part in pencil shall be rejected. 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. Negotiate any aspect of the proposal with any Responder and negotiate with more than one (1) Responder at the same time.
5. If negotiations fail to result in an agreement, terminate negotiations and select the next most responsive Responder, prepare and release a new RFP, or take such other action as IRRR deems appropriate.
6. Select more than one Responder.
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 the Responder before the award of a contract shall not be binding. Responders with questions regarding this Request for Proposal must submit them by electronic 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

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, November 23, 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 email address for confirmation. Note that both questions and answers will be distributed to all potential Responders on IRRR's website at the following link: http://mn.gov/irrrb/about-us/work-with-us/ no later than Monday, November 30, 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 email to:

Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Highway 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, December 9, 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 US 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 60 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 is considered minimum contents of the proposal:

A. An outline of the Responder's background and experience with particular emphasis on local, state, and federal government work. Identification of project plan, methods and personnel to conduct the project, with details on training and work experience.

B. Required Attachments — Attachments 1 (Affidavit of Non-Collusion), 2 (Data Disclosure Information), 4 (Certification Regarding Lobbying) and 5 (General Insurance Requirements Certification) must be completed and included as part of Responder's proposal.

C. Required Responder Statements or Attestations — respond to each of these referencing each one (i.e., C.1, C.2, etc.) and providing a response to each within the proposal:

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 listing all addenda, if any, received by the Responder.

4. 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 regarding this RFP.

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

6. A statement that Responder has sole and complete responsibility for the completion of all services provided under the contract.

7. A statement that the prices and costs proposed by the Responder have been arrived at independently, without consultation, communication, or agreement, for the purpose of restriction of competition, with any other Responder or 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).

8. A statement that the Responder's offer will be firm and binding, without any reference to the price submitted, for 60 days from the due date for receipt of proposals.

9. A statement that Attachments 1-6 have all been reviewed and, where required, submitted as part of the Proposal.

10. A certification by an appropriate company officer and designee that the official signing this proposal has the authority to obligate and bind the company to the terms, conditions, and provisions of the proposal.

D. Fees and Costs Spreadsheet — specifically defining hourly and daily rates, anticipated expenses, any travel costs, etc. that would be incurred as part of the Responder's work effort. This spreadsheet must be submitted in a separate sealed envelope marked "Fees and Costs Spreadsheet." Only one original must be submitted -- no copies are necessary.

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.

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

1. Completeness, detail, and thoughtfulness of response as reflected by the proposal, especially as it relates to the elements of work listed in Section II.
2. Experience of the Responder, which needs to be supported with project experiences and references.
3. Fees and Cost Spreadsheet.

4.2 Criteria

Criteria described below, based upon the point scale, 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.

PROJECT METHODOLOGY AND COMPANY PROFILE – 250 points

In addition to providing details about project plans and methodology, the Responder will submit a company profile. Factors favorable to a Responder will be documentation and/or references indicating successful and long-lasting relationships with comparable projects. Other factors will include qualifications and experience of personnel/ project team.

RELEVANT EXPERIENCE WITH SIMILAR GOVERNMENT ENTITIES - 100 points

The Responder will provide a summary (five pages maximum) of its project experience, with particular emphasis on local, state and federal government work. The Responder shall provide the name of an owner's contact person with phone number and email address. IRRR reserves the right to independently obtain confirmation of the Responder's information from such Owners.

FEES AND COSTS SPREADSHEET - 150 points

The Responder must provide a fees and costs spreadsheet specifying hourly and daily rates, anticipated expenses, any travel costs, etc. that would be incurred as part of the Responder's work effort.

The Responder with the lowest total fees and costs, and other Responders with total fees and costs no more than 5% higher, shall receive 150 points. All other Responders shall receive pricing points based on the following formula:

$$\frac{\text{Lowest Proposed Fees and Cost Total}}{\text{Responder's Proposed Fees and Cost Total}} \times 150 = \text{Pricing Points Awarded}$$

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 its 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 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 attached 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. All materials submitted by responders are subject to the provisions of Minnesota Statutes section 13.591, subd. 3(b).

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

The vendor preference is applied only to the first $500,000 of the response. 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 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 Minnesota Statutes Section 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 agreement in the form of an IRRR Professional Services Contract, 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 is required by statute. If you take exception to any of the terms, conditions or language in the contract, 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 the exercise of its sole discretion.

5.9 Certification Regarding Lobbying

Federal money may 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

In preparing a response, 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.

C. Reimbursement for travel and subsistence expenses actually incurred in performance of a contract is limited by the provisions of "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (See Attachment 4). Generally, meals have a dollar limitation, and reasonable and necessary travel and lodging expenses are reimbursed at cost. Travel outside of Minnesota must receive written approval before it takes place.

ATTACHMENT 1

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 before me this _____ day of _____, 20_____.

Notary Public

My commission expires _____, 20_____.

PUR009.doc
5/15/00

ATTACHMENT 2

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

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 Data 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.
- Contactor'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.

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: _____

3. State Agency: Iron Range Resources and Rehabilitation
With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

Distribution:

Agency
Contractor
State's Authorized Representative – photocopy

[Attach proposal as Exhibit A, if applicable]

ATTACHMENT 4

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

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**