



**DEPARTMENT OF IRON RANGE
RESOURCES & REHABILITATION**

**REQUEST FOR PROPOSALS (RFP) FOR
RESIDENCE CLUB CONSULTING AND DEVELOPMENT**

June 1, 2026

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SECTION I: INTRODUCTION

Giants Ridge Golf and Ski Resort (Giants Ridge) is owned by the Department of Iron Range Resources & Rehabilitation (IRRR), a state of Minnesota economic development agency. Giants Ridge is located in Biwabik, Minnesota, three and a half hours north of the Twin Cities and one hour from Duluth. The resort includes approximately 1,850 acres of land owned by the agency adjacent to Wynne and Sabin Lakes. Ski and golf operations are managed by Guest Services Management, LLC, pursuant to a management agreement with IRRR.

Giants Ridge is a year-round destination resort offering a variety of four-season amenities including 35 alpine ski runs, a snowboard terrain park, snow tubing hill, winter fat tire biking, over 60 kilometers of cross-country ski trails, a gravity mountain bike trail accessed by a ski lift, and 36 holes of golf at the Legend and Quarry golf courses. Giants Ridge also has a full season event center/chalet facility and two clubhouses for golf, all with restaurant or vending services, pool and sauna haus, plus a number of support structures needed for its recreational operations. There are five privately owned development properties located at Giants Ridge. The Lodge at Giants Ridge and The Villas provide a mixture of privately owned condominium and duplex units that are rented out for guests by their owners. The Woodlands development is primarily single-family houses and are not rented out for short-term use. Voyageurs Retreat development is a mix of single-family houses, some being utilized as short-term rentals. Green Gate Guest Houses owns and operates short term rental properties.

In 2009 the Residence Club Development at Giants Ridge plat was filed and approved by St. Louis County, Minnesota (RCD Plat). The RCD Plat consists of 27 building lots and six outlots. The agency subsequently entered into an agreement with a private developer in 2010, and a road and utilities were built on the RCD site. The private developer constructed one home but was unsuccessful in selling fractional ownership interests in that home. In 2015 the agency terminated the developer's take-down agreement and 25 building lots remain owned by the agency and unoccupied within the RCD Plat. IRRR issued a Request for Information in 2016 to invite developers and others to meet with agency staff about ideas for developing the RCD, but rescinded it without receiving any ideas or proposals for the site.

The RCD site is subject to city of Biwabik ordinances and building codes. In addition, the RCD site is currently subject to the Giants Ridge design guidelines.

1.1 PURPOSE OF THIS REQUEST FOR PROPOSAL

The purpose of this Request for Proposal is to select a qualified consulting firm to evaluate the best future use of the Residence Club site in conjunction with IRRR's ownership and operation of Giants Ridge. The consultant will provide a strategic assessment of the property to determine the most feasible and beneficial development direction, considering current market conditions, infrastructure, environmental factors, ownership considerations, and implementation requirements. The project will assist IRRR in evaluating development concepts, including potential re-platting of the lots, and help guide the site concept plan toward final design and implementation. The outcome of this effort will support informed decision-making and identify

development opportunities that provide long-term economic, community, and recreational value for the Iron Range.

1.2 Development Goals

- Support the continued growth of Giants Ridge Golf and Ski Resort.
- Provide housing and/or lodging that would be unique and desirable in our area.
- Potential lodging and/or short-term rental opportunities that support year-round visitation.
- Utilize lots in a way that complements the existing resort amenities.
- Expand the tax base to support future economic development.

1.3 Project Budget and Fees

The total estimated contract amount is anticipated to be within the range of \$50,000 to \$80,000.

1.4 Completion Date

The project's estimated completion is October 9, 2026.

1.5 Procurement Timetable:

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

<u>Event</u>	<u>Date</u>
RFP Release Date	Monday, June 1, 2026
Deadline for Submitting Questions	Monday, June 8, 2026
Response to Submitted Questions	Wednesday, June 10, 2026
RFP Proposal Submission Deadline	Tuesday, June 16, 2026
Anticipated Contract Award Date	Wednesday, June 24, 2026
Anticipated Date of Fully Executed Contract	Tuesday, July 7, 2026

1.6 Summary

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

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

not later than 2:00 pm on Tuesday, June 16, 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 Daylight Time.

SECTION II: SCOPE OF SERVICES

The selected consultant will provide strategic planning, due diligence, market analysis, and development advisory services to support evaluation of future development opportunities for the Residence Club property at Giants Ridge. Services will include project initiation and facilitation of a kickoff meeting to establish project goals, decision-making criteria, stakeholder engagement strategies, communication protocols, and a project schedule. The consultant will conduct site and project due diligence, including review of existing plats, infrastructure, utilities, environmental and physical conditions, permitting requirements, and relevant regulatory considerations, while also engaging key stakeholders to identify opportunities and constraints associated with future development.

The consultant will evaluate current market conditions and trends related to lodging, recreation, hospitality, outdoor accommodations, and short-term rentals to identify feasible development opportunities for the property. A multidisciplinary technical review will be performed to assess site conditions, infrastructure capacity, development feasibility, operational considerations, and alignment with Giants Ridge amenities and IRRR's economic development objectives. Based on these analyses, the consultant will develop and compare potential development scenarios and facilitate a strategy session with IRRR to evaluate alternatives, identify preferred development pathways, and determine implementation considerations, partnership opportunities, and near-term actions.

The project will conclude with preparation of a final report and/or presentation summarizing due diligence findings, market analysis, development scenarios, and strategic recommendations. Final deliverables will provide clear, board-ready guidance regarding preferred development options, alternative approaches, implementation strategies, and recommended next steps for IRRR consideration.

SECTION III: PROPOSAL PREPARATION

3.1 General Information

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 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 in writing by regular or electronic mail (do not fax) no later than 4:00 p.m. on Monday, June 8, 2026 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 Contacts

Requests for information or clarification by Responders must be received no later than 4:00 p.m. on Monday, June 8, 2026. Written questions or communications with IRRR regarding this RFP 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 distributed to all potential Responders on IRRR's website no later than Wednesday, June 8, 2026 at 4:00 p.m. Anonymous questions not attributable to a person or business entity 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") on the outside of the envelope or at the top of the email. Any envelope or email not carrying this designation will be assumed to be general mail, and 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. Any such addendum will be posted on IRRR's website. No other communications shall be of any effect in changing or amending this RFP.

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

Name: Tina Neumann
Title: Contract Coordinator
Address: 4261 Highway 53 South, Eveleth, MN 55734-0441
Email: tina.neumann@state.mn.us
Phone: (218) 735-3045

From the date of release of this RFP until a Responder is selected, 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 Tuesday, June 16, 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. In addition, all Responders shall submit three (3) identical copies of its proposal with duplicate signatures and all attachments.

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 30 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), 5 (Certification Regarding Lobbying) and 6 (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 in regard to 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, 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).
 - 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 thoroughness and quality of proposed project and 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 Respondent will provide a summary (five pages maximum) of its experience with similar projects with particular emphasis on working with local, state, and federal governments. The Respondent shall also provide the name of at least two relevant references with phone number

and email address. IRRR reserves the right to independently obtain confirmation of the Respondent's submitted information.

FEES AND COSTS SPREADSHEET - 150 points

The Responder's fees and costs specifically defining 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 to this RFP.

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. State. §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 your 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 5**) 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 6**).

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
 - Owned Automobile
 - Non-owned Automobile
 - 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:
 - Premises and Operations Bodily Injury and Property Damage
 - Personal & Advertising Injury
 - Blanket Contractual
 - Products and Completed Operations
 - Other; if applicable, please list Errors and Omissions
 - 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, 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.

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 is paid for at cost. Travel outside of Minnesota must receive written approval before it takes place.

ATTACHMENT 1

Department of Iron Range Resources and 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____.

PUR009.doc

5/15/00

ATTACHMENT 2

The following Data Disclosure Information is required by Minnesota Statute §270.66. The Contractor is to provide either a social security number or federal employer tax identification number or Minnesota tax identification number. This form must be kept separate from the contract to protect the Contractor's private information from being distributed when copies of the contract are circulated.

[INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN ITALICS AND BRACKETS. FILL IN EVERY BLANK AND DELETE ALL INSTRUCTIONS INCLUDING THE BRACKETS.]

**STATE OF MINNESOTA
Department of Iron Range Resources and 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 Services Contract

State of Minnesota
Department of Iron Range Resources and 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 Department of Iron Range Resources and Rehabilitation; Phone: 218-735-3000 ("IRRR" or "State") and _____, whose designated business address is _____; Phone: _____; (Contractor").

Recitals

- Under Minn. Stat. § 15.061, the State is empowered to engage such assistance as deemed necessary.
- 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.
- The State is in need of _____.
- 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
 - Owned Automobile
 - Non-owned Automobile
 - 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:

Premises and Operations Bodily Injury and Property Damage

Personal & Advertising Injury

Blanket Contractual

Products and Completed Operations

Other; if applicable, please list _____

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) has 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 and Rehabilitation

With delegated authority

Print name: _____

Signature: _____

Title: _____ Date: _____

[Attach proposal as Exhibit A, if applicable]

ATTACHMENT 4

SAMPLE - COMMISSIONER'S PLAN EXPENSE REIMBURSEMENT ALLOWANCES

TYPE OF EXPENSE	REIMBURSEMENT ALLOWANCE
State-owned vehicle not available (full IRS rate)	62.5 cents per mile
State-owned vehicle available but declined (IRS rate less 7.0 cents)	55.5 cents per mile
Tolls and parking fees	Actual cost
Commercial transportation (air, taxi, rental car, etc.) and /plus reasonable gratuities	Actual cost for mode and class of transportation authorized
Specially equipped personal van – provides wheelchair access (IRS rate plus 9.0 cents)	63.5 cents per mile
Motorcycle	No reimbursement applicable
Personal aircraft	55.0 cents per mile
Overnight lodging	Actual reasonable cost
Laundry and/or dry-cleaning after 1 week in travel status	Actual cost, not to exceed \$16.00 per week
Work-related long distance telephone calls	Actual cost
Personal telephone calls	Actual cost up to maximum of \$3.00 times number of nights away
Special expenses (e.g., conference fees, banquet tickets)	Actual cost with prior approval
Meals and/plus reasonable gratuities: λ Breakfast (in travel status overnight or leave home before 6:00 a.m.) λ Lunch (in travel status and more than 35 miles from work station) λ Dinner (in travel status overnight or return home after 7:00 p.m.)	Actual cost up to maximums Breakfast - \$10.00 Lunch - \$13.00 Dinner - \$19.00 Meal “bunching” allowed: Two or more consecutive meals reimbursed up to the combined maximum. Dinner and breakfast the following morning are considered consecutive meals. Meals provided as part of a conference or other program are not considered and “break” the string of consecutive meals.
Expenses that are not travel related (e.g., supplies, copy charges, fax charges)	Actual cost

RECEIPTS: Original itemized receipts are required for all expenses except meals, baggage handling, driving tolls and parking meters. All forms of canceled checks and photocopies of credit card bills do not substitute for original receipts. An affidavit in lieu of a receipt may be allowed if the original receipt is lost or a receipt is not obtained.

ATTACHMENT 5

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 6

**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**