

**MINNESOTA SPORTS FACILITIES AUTHORITY  
900 SOUTH 5<sup>TH</sup> STREET  
MINNEAPOLIS, MN 55415**

**REQUEST FOR QUALIFICATIONS/PROPOSALS  
(RFQ/RFP)**

**EMPLOYMENT ASSISTANCE FIRM**

**APRIL 19, 2013**

**REQUEST FOR QUALIFICATIONS/PROPOSAL**  
**Employment Assistance Firm**

**A. Introduction**

The Minnesota Sports Facility Authority (the “Authority”) issues this Request for Qualifications/Proposals (“RFQ/RFP”) to seek an experienced proposer (“Proposer”) or proposers (“Proposers”) to provide employment assistance services to the Authority as contemplated in Section 17, subdivision 1, of 2012 Minnesota Laws, Ch. 299 (the “Act”). The Act states that the Authority “shall contract with an employment assistance firm, preferably minority-owned, or owned by a disabled individual or a woman, to create an employment program to recruit, hire, and retain minorities for the stadium facility.” The Act also states that the Authority “shall hold a job fair and recruit and advertise at the Minneapolis Urban League, Sabathani, American Indian OIC, Youthbuild organizations, and such other organization.”

In addition to the services required by the Act, the Authority, with the full support and endorsement of Minnesota Vikings Football, LLC (“Team”), intends to hire an employment assistance firm to consult and assist with the identification of appropriately qualified, experienced, and skilled minorities, women, and veterans as candidates for potential employment by the Project contractors and their Subcontractors of all tiers involved in the construction of the Stadium and stadium infrastructure (collectively, the “Project”) including, without limitation, recruiting, identifying, and facilitating the training of available and appropriately skilled minorities and women in applicable local trade unions and project subcontractors. It is the intent of this RFQ/RFP to solicit proposals to perform the services mentioned in this paragraph in connection with the construction of the Project. Accordingly, the successful Proposer will be responsible for preparing an employment program to recruit, hire, and train appropriately skilled minorities and women for construction of the Project that is to be designed and built by the Authority and the Team as set forth in the Act, as well as holding appropriate job fairs to recruit appropriately skilled minorities, women, and veterans.

**B. Services Included in this RFQ/RFP**

This RFQ/RFP seeks a variety of employment assistant services, including the following Basic Services:

**Basic Services**

For the Construction of the Project:

1. Consult and assist with identifying available and appropriately qualified, experienced, and skilled minorities, women, and veterans as candidates for potential employment by the Project contractors and their Subcontractors of all tiers involved in the construction of the Project.
2. Recruit, identify, train, and facilitate the hiring of available and appropriately skilled minorities, and women by applicable Project contractors.

3. Coordinate with the Project contractors to identify what trades could benefit most from a recruitment and training program to support the needs and goals of the Project.

### **Additional Services**

Organizing, advertising and holding additional job fairs as may be subsequently approved.

### **Future RFP Opportunities**

Consistent with the requirements of the Act, the Authority will be issuing another RFP closer to the opening of the Stadium to solicit proposals for preparing an employment program to assist the Authority to recruit, hire, and retain appropriately skilled minority candidates for employment at the Stadium and to organize, advertise, and hold job fairs, as approved by the Authority, to recruit appropriately skilled minority candidates.

### **C. Proposal Requirements**

All proposals shall include the information requested in **Exhibit A: Contents of Proposal**. Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal and all presentation, related costs, and travel expenses are that Proposer's sole expense and neither the Authority nor the Team shall, under any circumstances, be responsible for any cost or expense incurred by the Proposers in participating in the RFQ/RFP process. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to this RFQ/RFP.

### **D. Requested Qualifications**

The Authority and Team reserve the right and discretion to determine the appropriate degree of qualifications, experience, and responsibility of the Proposers to perform the services that are the subject of this RFQ/RFP. It is the intent of this RFQ/RFP that responding Proposers have the requisite qualifications in at least the following major qualification groups.

#### **1. Experience and Success Rate**

Substantial experience in providing quality and effective services of the nature required by this RFQ/RFP to owners of professional or major collegiate sports venues, or similarly significant projects. Proposer should provide examples of the successes Proposer has achieved in similar engagements.

#### **2. Knowledge**

Knowledge and ability to identify and generate interest in established, existing markets, emerging markets and new markets to identify and recruit appropriately qualified, experienced and skilled candidates for potential employment by the Project contractors or their Subcontractors of all tiers.

**E. Questions Regarding Request for Proposal**

A Pre-proposal meeting will be held on May 3, 2013 at 9 a.m. in the Halsey Hall room. The Halsey Hall room is located adjacent to the loading dock just off the corner of the main parking lot on 5<sup>th</sup> Street and 11<sup>th</sup> Avenue. The Authority reserves the right to reject any Proposal received from a Proposer not in attendance at the Pre-proposal meeting.

Any questions concerning this RFQ/RFP should be directed to the following and not to any other person in the Authority' organizations:

Steven C. Maki, PE  
Director of Facilities & Engineering  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415  
Fax: 612.332.8334  
Email: [steve.maki@Authority.com](mailto:steve.maki@Authority.com)

With copies to:

Don Becker, Project executive  
Minnesota Vikings Football, LLC  
Minnesota Vikings – Winter Park  
9520 Viking Drive  
Eden Prairie, MN 55344  
Fax: 952.828.6513  
Email: [beckerd@vikings.nfl.net](mailto:beckerd@vikings.nfl.net)

All questions or requests for information must be submitted in writing. Material clarifications or revisions to the Request for Proposal will be provided by subsequent correspondence or addenda to all Proposers.

**F. Proposal Timeline**

1. April 19, 2013: Advertisement of RFQ/RFP.
2. May 3, 2013: Pre-proposal meeting; 9 a.m. CST
3. May 6, 2013: Closing date and time for written questions.
4. May 10, 2013: Proposal Deadline; 3 p.m. CST
6. May 13, 2013: Interview and negotiation with Proposer.
7. May 17, 2013: Announcement of successful Proposer.

All Proposals must be delivered to the addresses set forth below by 3:00 p.m. CST on May 10, 2013 (“Proposal Deadline”). Each proposal shall be provided in a single bound volume.

One electronic copy and ten (10) bound copies shall be delivered to:

Steven C. Maki, PE  
Director of Facilities & Engineering  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415  
Fax: 612.332.8334  
Email: [steve.maki@Authority.com](mailto:steve.maki@Authority.com)

One electronic copy and four (4) bound copies should also be delivered to:

Don Becker, Project Executive  
Garden Homes Development  
13-15 West 54th Street – First Floor  
New York, NY 10019  
Fax: 212.586.5868  
Email: [beckerd@vikings.nfl.net](mailto:beckerd@vikings.nfl.net)

The Authority reserves the right to modify this Proposal Timeline.

**G. Selection Process**

As permitted by the Act, a competitive negotiation process will be used to determine which Proposal(s) will be most advantageous to and in the best interest of the Project. The Authority and Team will review and evaluate all Proposals received, and the Authority will publish a short list of qualified Proposers to be interviewed. The shortlisted Proposers will then enter into discussions and negotiations with the Authority and Team, who will determine which Proposal is most advantageous to the Project.

Nothing in this RFQ/RFP shall require a contract to be awarded for all services solicited in this RFQ/RFP. The Authority reserves the right to award separate contracts for any one or more of the service categories identified herein, and to not award a contract for any particular service solicited in this RFQ/RFP. Joint venturing among Proposers is not encouraged or discouraged.

If multiple Proposers submit a Proposal as a joint venture, the Proposal shall clearly designate the specific services proposed to be performed by each joint venture partner and the amount of proposed compensation to be received by each joint venture partner as a percentage of the total compensation received by the joint venture. The Authority reserves the right and discretion to award a portion of the services solicited in this RFQ/RFP to one joint venture partner and not the other joint venture partner or partners.

If the Proposal includes a proposed subconsultant or subconsultants, the proposed subconsultants will be subject to the approval of the Authority and Team. The Authority reserves the right to reject any proposed subconsultant. The Proposal must designate the particular services that the Proposer suggests would be performed by subconsultants and the amount of proposed compensation to be received by each subconsultant as a percentage of the total compensation received by the Proposer.

If part of Proposer's proposed compensation is performance based, Proposer must explain its performance compensation proposal in detail, how it would be measured and verified, and whether it would be tied to actual hours worked on the Project.

After discussions and negotiations, the Authority and Team will select the Proposer or Proposers deemed to be qualified and best suited among those submitting proposals, on the basis of the following evaluation criteria:

1. The experience, qualifications, skill and professionalism of the Proposer's key personnel committed to this Project.
2. Proposer's responses to **Exhibit A: Contents of Proposal**.
3. The Proposer's capacity to provide high quality services, outreach and training as described by this RFQ/RFP. The selected Proposer may not be the only entity which may perform outreach and training on the Project.
4. The Proposer's relevant experience, expertise, qualifications, and success in providing services of the type described in this RFQ/RFP. It is expected the successful Proposer will demonstrate previous successful provision of similar services to comparable projects.
5. The Proposer's financial proposal, including price and terms, including full disclosure of the breakdown of all fees, costs or compensation proposed to be paid from the Proposer's compensation to joint venture partners, subconsultants, or any other unaffiliated persons, institutions, organizations, associations or groups in furthering the Proposer's work as employment services assistant.
6. Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.
7. The degree to which the Proposer is a minority owned business, woman owned business or owned by a disabled individual.

This RFQ/RFP specifies minimum requirements and should be responded to in all respects. In addition, Proposers should and are encouraged to submit alternatives and recommendations that may benefit the Project.

Notwithstanding anything to the contrary in this RFQ/RFP, the Authority reserves the right to award to the Proposer whose Proposal is most advantageous to the Project and in its best interest as determined by the Authority and Team. No Proposer shall be entitled to rely on any oral representations or statements made by the Authority or Team during the RFQ/RFP process. After the commencement of this RFQ/RFP process, all communications shall be by e-mail to the persons listed in **Section E** above. If any Proposer attempts any unauthorized communication, the that Proposer's Proposal may be rejected.

The Authority shall have the sole discretion to determine the responsibility of Proposers and the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge unless it is arbitrary, capricious, or not supported by substantial evidence. Any protest to the procedures set forth in this RFQ/RFP must be submitted in writing to the persons listed in **Section E** above within seven (7) days after receipt of the RFQ/RFP; otherwise such protest or challenge shall be deemed waived. By submitting a Proposal, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFQ/RFP. The Authority shall decide all matters raised in any protest or challenge in question, and its decision shall be final and not appealable unless arbitrary, capricious, or not supported by substantial evidence. In no event shall any Proposer be entitled to attorneys' fees, bid preparation costs, or other damages in a protest of an award pursuant to this RFQ/RFP. The Authority reserves the right to waive any irregularities or informalities in the Proposals presented by any Proposers.

The issuance of this RFQ/RFP constitutes only an invitation to submit Proposals. It is not to be construed as a request for bids, but as a means to facilitate the acquisition of information related to the purchase of professional services. Any Proposal submitted as provided herein constitutes a suggestion to supply information and to negotiate, and is not a bid.

The Authority reserves the right, in its sole and absolute discretion, to determine whether any aspect of the Proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s), the right to reject any or all Proposals with or without cause, and the right to cancel and amend, in part or entirely, the RFQ/RFP.

Evaluation of proposals by staff or by any other group are advisory, and such evaluations are for the sole benefit of the Authority or Team, as applicable, and as such, they are not binding nor may they be in any way relied upon by a Proposer.

#### **H. RFQ/RFP Process**

This RFQ/RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority or the Team.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way, to postpone the selection process for convenience at any time, and to waive any defects in proposals submitted.

The Authority reserves the right to accept or reject any individual subconsultants or joint venture partners that the successful Proposer proposes to use. Several separate Proposers may also be selected, each to perform some but not all of the services requested in this RFQ/RFP or several Proposers may be requested to form a joint venture to serve as the selected Employment Assistance Service firm.

All Proposals shall remain open for acceptance until 60 days after the Proposal Deadline.

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract is given by the Authority. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

All material submitted becomes the property of the Authority and Team and will not be returned.

If awarded a contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted standards of care applicable to the services to be performed. The prospective Proposer further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.

Proposers warrant and represent that they have all necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the Authority or Team.

**I. List of Exhibits**

- Exhibit A**      Contents of Proposal
- Exhibit B**      Acknowledgement and Attestation Form
- Exhibit C**      Confidentiality Agreement
- Exhibit D**      Hiring and Employment Principles
- Exhibit E**      Non Collusion Statement
- Exhibit F**      Minnesota Department of Human Rights Form
- Exhibit G**      Proposed Terms
- Exhibit H**      Application for Payment – to be provided by future addendum

## EXHIBIT A

### **Contents of the Proposal**

Proposals should include the following information:

#### **A. Approach and Plan**

1. Provide a plan of operation that fully addresses how each of the services outlined in the RFQ/RFP would be provided. The RFQ/RFP is incorporated by reference into this **Exhibit A**. Provide an answer for each of the services listed in the Basic Services and Additional Services, including, without limitation,
  - a. The specific training the Proposer would intend to perform to prepare minority and women workers to become employed by the Project contractors or their Subcontractors on the Project;
  - b. The identification of and placement assistance for minority and women workers to be employed by the Project contractors or their Subcontractors on the Project; and
  - c. Identification of and efforts focused on trades which could provide significant improvement toward meeting workforce goals.

It is a Project goal to identify, recruit and help place minority and women tradespeople in either local union apprenticeship programs, with Build Minnesota as on-site tradespeople or with contractors or subcontractors hired to work on the Project. The Project budget for assisting with the Project contractors' and subcontractors' obligations to utilize good faith efforts to employ minority and women tradespeople is an amount that is yet to be determined, but the successful proposer may be compensated up to that budgeted amount based on a per placement fee to be negotiated in the contract awarded by the Authority. The Authority has determined that there is a shortfall in the available minority and women tradespeople in various trades to meet the workforce goals established for this Project; the amount and distribution of that shortfall among various trades is under continuing review and could change in the discretion of the Authority. It is intended that the final number of potential tradespeople that the Proposer places in various trades' apprentice programs will be generally allocated according to the following percentages in total Project minority and women workforce identified below. The Authority shall retain the right in the contract, however, to adjust the allocation of Proposer's placement efforts based on the needs of the Project and desire to leave a legacy of trained minority and women workforce that will be available for other projects.

The proposal shall be developed by providing using the following percentages by trades for potential training of 400, 500, and 600 total people.

<b><u>Trade</u></b>	<b><u>% of Total</u></b>	<b><u>Proposed Unit Price to Place</u></b>
Carpenters	17%	_____
Cement Masons	1%	_____
Bricklayers	5%	_____
Ironworkers	29%	_____
Laborers	6%	_____
Operators	6%	_____
Plumbers/Pipefitters	13%	_____
Sheet Metal Workers	5%	_____
Electricians	14%	_____
Elevator Constructors	4%	_____

The Employment Assistance Firm is not expected or required to provide training currently provided by the trade unions, only to identify and prepare individuals so that they qualify for acceptance in the trade unions.

2. Based on Proposer’s knowledge of the Project, identify key risks faced in connection with the services solicited in this RFQ/RFP, and how the Proposer would mitigate or address those risks.
3. State who the Proposer would assign to the account as account executive and primary support staff and provide detailed resumés for these key individuals.
4. Describe the responsibilities of the Authority’s support staff and how the support staff would interact with the Proposers and others in relation to the services solicited in this RFQ/RFP.
5. Describe any additional services that have not been outlined in this Request for Proposal that the Proposer offers to clients and that you believe could be of significant benefit to the Project, together with any related fees for those services.
6. Identify those aspects of administration, including specific challenges faced on this Project, which will be critical to the success of the services solicited in this RFQ/RFP and how the Proposer would address them.
7. Describe the Proposer’s approach and success rate in performing the services contemplated in this RFQ/RFP and Proposer’s methodology in determining and verifying that the claimed success was due to or caused by its efforts. Be sure to identify significant projects and discuss how those projects were a success in regard to performing the services of the nature solicited in this RFQ/RFP.

8. Describe and identify the insurance Proposer carries in connection with its business including type of policy and limits. Include a current specimen insurance certificate with your Proposal.
9. Describe any proprietary systems that Proposer will employ to deliver the services described in its Proposal, and how they will benefit the Project and all Project participants.
10. Describe any other considerations the Proposer believes to be important to this RFQ/RFP.

**B. Proposer Information**

1. Describe the Proposer, its size, number of employees, and annual revenues;
2. Describe the Proposer's general experience in providing services of the nature solicited in the RFQ/RFP and provide a list of recent major construction projects where Proposer has provided similar services with the names of and contact information for the owner's representatives for the respective projects. The Authority or Team may contact any of these representatives;
3. Describe how the Proposer is distinguished from its competitors;
4. Describe any claims, litigation, mediation or arbitration against the Proposer in the last five (5) years; and
5. Describe any conflicts of interest that you may have in representing the Authority, including any business relationships you may have with the Team, the National Football League, the City of Minneapolis, the State of Minnesota, M.A. Mortenson Company, or other parties having an interest in the Project that may be construed to be a conflict of interest.

**C. Financial Proposal**

The Proposer's financial proposal will be a significant factor in the evaluation of Proposals.

1. Each Proposer shall include a breakdown of its financial proposal identifying the proposed compensation requested to be paid by the Authority to the Proposer and itemizing the proposed cost to successfully place a candidate with either a local union apprenticeship program, to Build Minnesota as an on-site tradesperson or to a subcontractor hired to work on the stadium facility project. Each Proposer should complete the "proposed unit price to place" for each trade requested in Section A above. For purposes of proposing unit prices for successful placement of trainees, each Proposer should provide for comparison purposes any different unit prices for placing 400, 500, and 600 successful trainees. Proposer shall also itemize the compensation, if any, to be paid to each joint venture partner or subconsultant, if any.

2. Describe Proposer's policy on transparency of income as well as position on the collection of contingency fees, bonus commissions or other income that is not directly related to the delivery of services on this Project.
3. Confirm that the Proposer's sole remuneration for its services shall be as set forth in the contract between Proposer and the Authority, and that Proposer will not receive referral fees, placement fees, commissions, or other compensation from third parties in connection with the performance of the services required by this RFQ/RFP, including, without limitation, the Project contractor hired by the Authority.
4. Identify the costs, fees, or other compensation anticipated to be paid from the Proposer's compensation to any other joint venture partner, subconsultant, or unaffiliated person, institutions, organizations, associations or groups in furthering the Proposer's work as employment services assistant. Proposer shall not pay from its compensation, any fees, costs or other compensation to any group, institution, or organization affiliated with the Proposer including, without limitation, any person, group, institution, or organization owned in whole or in part by the Proposer, or the Proposer's officers, directors, shareholders, members, or owners.
5. Describe any different cost and fee structure for training licensed tradespeople and for training unlicensed tradespeople, and if there are any different cost and fee structure for different trades.
6. Because part of Proposer's proposed compensation is performance based, Proposer must explain its performance compensation proposal in detail, how it would be measured and verified, and whether it would be tied to the amount of actual hours worked on the Project.

D. **Proposed Terms and Conditions of Engagement**

It is anticipated that the proposed terms set forth in **Exhibit G** will be used in the contract for this engagement. Accordingly, the Proposer must identify any and all essential changes the Proposer would require to the proposed terms set forth in **Exhibit G**, which changes will be evaluated during discussions and negotiations. Failure to request a change prior to discussions and negotiations will preclude the Proposer from later requesting negotiation or changes.

**EXHIBIT B**

**NEW MINNESOTA MULTI PURPOSE STADIUM  
ACKNOWLEDGEMENT AND ATTESTATION FORM  
(To Be Submitted With Indication of Interest and Qualifications)**

In submitting these Qualifications for Employment Assistance Firm Services the undersigned has certified that the Proposer has reviewed the Request for Qualifications for Employment Assistance Firm ("RFP") dated April 19, 2013 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFQ and/or received from the Authority or Team on a confidential basis.

The Proposer understands the Authority reserves the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Note: Use full corporate name and attach corporate seal, if any, here. {SEAL}

**EXHIBIT C**  
**CONFIDENTIALITY AGREEMENT**  
**(To Be Included Submitted With Indication of Interest and Qualifications)**

This Confidentiality Agreement (the "Agreement") made and entered to as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the Minnesota Sports Facilities Authority ("Authority") and \_\_\_\_\_ ("Employment Assistance Firm") in connection with the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC is hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

The Authority is considering or has retained the Employment Assistance Firm to assist in consulting or working on the Project. Because the Employment Assistance Firm may have access to confidential and proprietary information of the Authority or Team as a result of the Project, the Employment Assistance Firm agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "Confidential Information" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants . Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the Employment Assistance Firm's act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.
  
1. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Employment Assistance Firm will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Employment Assistance Firm shall not be considered a breach of this Agreement.
  
1. The Employment Assistance Firm will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the Employment Assistance Firm use less than reasonable care.
  
1. If the Employment Assistance Firm receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Employment Assistance Firm shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

1. The Employment Assistance Firm acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Employment Assistance Firm agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Employment Assistance Firm will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the foregoing.

1. In the event of any litigation between the Project Participants and the Employment Assistance Firm in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

1. All references to the Employment Assistance Firm herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and in the event any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Employment Assistance Firm represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
("Authority")

\_\_\_\_\_  
("Employment Assistance Firm") (Seal)

WITNESS:

\_\_\_\_\_

(If Employment Assistance Firm is a corporation, complete below)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

(if applicable)

Exhibit D

Hiring and Employment Principles

See attached plan labeled: **Minnesota Multipurpose Stadium  
Construction Services Agreement  
Equity Plan**

**EXHIBIT E**

**NON-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is

\_\_\_\_\_

Title of Person Signing  
of \_\_\_\_\_

Name of Proposer

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that proposer is not financially interested in, or financially affiliated with, any other proposer for the above project.

BY \_\_\_\_\_

ITS \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**EXHIBIT F**

**State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)**

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

A.	Then you must complete these boxes...			
	BOX A	BOX B	BOX C	BOX D
<b>On any single working day within the past 12 months, if your company...</b>				
Employed more than 40 full-time employees in Minnesota	•			•
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business		•		•
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.			•	•

B. **BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months**

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

We have a current Certificate of Compliance issued by the MDHR. **Proceed to** BOX D. Include a copy of your certificate with your response.

- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date) at \_\_\_\_\_ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business**

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For those companies not described in BOX A or BOX B**

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

**BOX D – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> Street, Suite 700  
St. Paul, MN 55101

Metro: (651) 296-5663  
Toll Free: 800-657-3704  
Fax: (651) 296-9042  
TTY: (651) 296-1283

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)  
Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)