

MINNESOTA SPORTS FACILITIES AUTHORITY
1005 4th Street S.
Minneapolis, MN 55415-1752

REQUEST FOR QUALIFICATIONS/PROPOSALS
(RFQ/RFP)

GOVERNMENTAL RELATIONS SERVICES

September 25, 2017

**MINNESOTA SPORTS FACILITIES AUTHORITY
REQUEST FOR QUALIFICATIONS/PROPOSAL
GOVERNMENTAL RELATIONS SERVICES**

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REQUEST FOR QUALIFICATIONS/PROPOSALS GOVERNMENTAL RELATIONS SERVICES

I. INTRODUCTION AND PROCUREMENT PROCESS

The Minnesota Sports Facilities Authority (“MSFA”) is soliciting qualifications/proposals for the provision of a full-service, outside governmental relations contractor to represent it before the Minnesota Legislature, state Executive Branch agencies, City of Minneapolis, Hennepin County and other public bodies in connection with the oversight and operation of U.S. Bank Stadium. The MSFA is a public body and a political subdivision of the State of Minnesota.

The issuance of this Request for Qualifications / Proposal ("RFP") constitutes only an invitation to submit proposals to the MSFA. It is not to be construed as an official and customary request for bids, but as a means by which the MSFA can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to supply information/negotiate and not a bid.

The MSFA reserves the right to determine, in its sole and absolute discretion, 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) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, this RFP.

This RFP does not commit the MSFA either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with the MSFA.

It is understood that any proposal received and evaluated by the MSFA can be used as a basis for direct negotiation of the cost and terms of a contract between the MSFA and the particular firm submitting such a proposal. The MSFA reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting a proposal, it is understood by the Proposer that the MSFA reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that the MSFA deems is in its best interest.

Evaluation of proposals by staff or by any other group are advisory only; the MSFA may consider or reject such evaluation(s) for any or all proposals. Such evaluations are for the sole benefit of the MSFA, and as such, they are not binding upon the MSFA nor may they be relied upon in any way by a Proposer.

In the event that this RFP is withdrawn by the MSFA for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the MSFA shall have no liability to Proposer(s) for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The MSFA reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. The MSFA is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of the MSFA to enter into a

contract with the firm(s) with which the MSFA can make the most satisfactory arrangements for its needs.

The MSFA has broad rights with respect to the procurement and contracting processes as detailed in this RFP. The MSFA may decide to contract with more than one entity to develop the services contemplated herein.

II. SCOPE OF SERVICES

The MSFA is soliciting information from independent contractors to represent the MSFA as its governmental relations representative in connection with the oversight, use and operation of U.S. Bank Stadium pursuant to Minnesota Laws 2012, Ch. 299. The MSFA may retain more than one person or firm. A contractor retained by the MSFA pursuant to this RFP may not necessarily provide lead services in all areas.

A contractor responding to this RFP should demonstrate substantial, high-level knowledge, expertise, and success in performing the following services:

1. Notify and provide preliminary analysis of legislative bills, executive orders or general administrative orders which may affect the interests of the Authority. Provide a written update each week during the legislative session or any special sessions to the MSFA Chair.
2. Provide appropriate notification to the MSFA Chair of all scheduled and unscheduled hearings which could have an impact on the Authority or where members of the Authority or its staff should be in attendance.
3. Analyze and make recommendations regarding issues specifically of concern to the Authority, and propose legislative remedies and strategies which will achieve the desired goals.
4. The contractor agrees to attend meetings, hearings and other legislative or City Council events as may be requested by the MSFA's Chair.
5. Continue a dialogue with those executive branch agencies which direct, develop and recommend policies to the Legislature and which impact Authority operations.
6. Inform, attempt to convince and persuade legislators and, where appropriate, members of other governmental units, of the Authority's position on matters affecting Authority activities.
7. Assist with crisis response and management as legislative issues arise in coordination with the MSFA Chair.

III. SUBMISSION OF PROPOSALS

Each Proposer must submit an original and five (5) hard copies of the proposal, as well as a copy in electronic format. The MSFA must receive proposals no later than 1:00 p.m., Central Time (CT), October 13, 2017, at the following address:

Minnesota Sports Facilities Authority
Attention: Jenn Hathaway
1005 4th Street S.
Minneapolis, MN 55415-1752
Re: GOVERNMENTAL RELATIONS SERVICES PROPOSAL

The MSFA will not accept proposals submitted by facsimile. The MSFA is not responsible for delays or losses caused by the U.S. Postal Service or any other carrier or delivery service. The MSFA reserves the right to accept proposals after the date specified above.

IV. TIME LINE

September 25, 2017:	Advertisement of Request for Qualifications/Proposals
September 28, 2017:	Pre-proposal meeting (MSFA Conference Room)
October 4, 2017:	12:00 p.m. - Closing date & time for written questions
October 13, 2017:	1:00 p.m. – Submittal of Qualifications/Proposals due
October 18, 2017:	Interview(s) of individuals and/or firm(s)
November 1, 2017:	Contract begins

V. RULES GOVERNING RFP PROCESS

A. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

- 1. Proposal Status** - The issuance of this RFQ/RFP constitutes only an invitation to submit proposals to the MSFA. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which the MSFA can facilitate the acquisition of information related to the purchase of services. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.
- 2. Economy of Preparation** - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the Proposer's experience and qualifications may be included; however, the emphasis should be on completeness and clarity of content. In order to expedite the evaluation process, it is essential that specifications and instructions contained in this RFP be followed as closely as

possible. Proposals shall be limited to 25 pages (8 ½" x 11" paper).

3. **Proposal Signature** - Each proposal shall be signed by a principal of the Proposer as a person fully-authorized to act on behalf of the Proposer.
4. **Modification or Withdrawal of Proposal** - Unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. No oral, telephonic, e-mail or facsimile proposals or modifications will be considered.

A proposal may not be modified, withdrawn, or canceled by the Proposer for a period of three (3) months following the time and date designated for receipt of proposals. Each Proposer so agrees in submitting a proposal. Any such modification, withdrawal or cancellation shall be submitted in writing to the Contact Person at the address contained in Section V.D.1 herein.

Before the time and date designated for receipt of proposals, no proposal may be released or physically withdrawn, but any proposal submitted may be modified, canceled, or withdrawn by written notice to said Contact Person at the place designated in Section V.D.1. Such notice shall be in writing over the signature of Proposer. If by fax, the original over the signature of the Proposer shall be mailed and received on or before the date and time set for receipt of proposals, and it shall be so worded (if original proposal is modified) so as not to reveal the amount of the original proposal. Written withdrawal or cancellation by Proposer of a proposal prior to the proposal opening will nullify the proposal. However, the original proposal shall not be physically returned to the Proposer until after the time for receipt of proposals.

Withdrawn or canceled proposals may be resubmitted up to the time designated for the receipt of proposals, provided that the resubmitted proposal is in conformance with this RFP.

5. **Extension of Time** - The MSFA reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal a written request should be forwarded no later than two (2) business days prior to the submittal due date. The request should be directed to the address noted in Section V.D.1. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. The MSFA reserves the exclusive right to extend the submission deadline. In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.
6. **Addenda** - The MSFA reserves the right to add, change or delete any provision or statement in this RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of this RFP, addenda to the RFP will be provided to all Proposers who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.
7. **Right to Withdraw RFP** - The MSFA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

B. PROPOSAL CONDITIONS

1. **Public Record** - Proposals submitted become a matter of public record. For additional information regarding those portions of a proposal that the Proposer might regard as a trade secret or confidential, Proposer should review the pertinent provisions of Exhibit A.

2. **Service Method Variations** - It is recognized that each Proposer may have unique or typical methods of service delivery. It is not the intention of this RFP to disqualify a Proposer due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. **Award** - The MSFA reserves the right not to award a contract to any Proposer. If the MSFA decides to award a contract, the MSFA will award a contract to the qualified Proposer(s) whose proposal(s) the MSFA determines best meets the needs of the MSFA. The MSFA reserves the right to award a contract other than to the lowest-priced proposal. The MSFA reserves the right to award a contract to a non-Proposer(s).
4. **Ownership of Materials Submitted** - All material submitted becomes the property of the MSFA and will not be returned.
5. **Proposers' Costs** - The MSFA shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
6. **Use of Proposal Ideas** - The MSFA reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.
7. **Sub-contractors** - If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the Proposer, who will be required to assume responsibility for the total project. Any proposed subcontractor(s) will be subject to MSFA approval. The MSFA is soliciting and seeks RFQ/RFP's from full-service firms, but recognizes that respondents may wish to supplement services from skilled specialty subcontractors.
8. **Performance Standards** - If awarded the 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 professional standards. The prospective contractor further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.
9. **Licenses and Permits** - The contractor shall be required to obtain any necessary licenses and permits and shall comply with all federal, state and local laws, codes and ordinances without cost to the MSFA.
10. **Insurance** - The contractor or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

C. CONTRACT AWARD AND CONTRACT

1. **Award Discretion** - While the MSFA may ultimately decide to enter into a contract with that person or firm with which the MSFA can make the most satisfactory arrangement for meeting its needs, the MSFA is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.

2. **Multiple Firms** - The MSFA may retain more than one (1) firm. If a Proposal is limited to certain responsibilities, the Proposal must clearly state the work proposed to be performed, and the items not included in the Proposal.
3. **Submission of Contract Documents** - Within ten (10) business days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute two (2) originals and return them to the MSFA. Such contract shall be prepared by the MSFA and the contract terms shall consist of this RFP (and any and all addenda thereto and all material attached to and made a part of this RFP), the terms of the proposal as such terms are finally accepted by the MSFA, as well as all other provisions which the MSFA agrees may be included in the contract.
4. **Changes** - The MSFA shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written contract amendment issued by the MSFA and bearing the acceptance endorsement of the contractor. Deletions from the scope of work required may be made at the sole discretion of the MSFA.
5. **Failure to Execute Contract** - The MSFA reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract (two duplicate originals) within ten (10) business days after receipt of said award notification and a receipt of contract forms. The re-award to another Proposer shall be in addition to any other right or remedy available to the MSFA under this RFP, contract law, statute, and/or in equity.
6. **General Provisions** - The general provisions, which include the general insurance provisions for contracts, are included as Exhibit A and are herein incorporated by reference. If a Proposer has a concern or objection to any of these provisions, it should so indicate in its proposal. The MSFA reserves the right to require compliance with these provisions and to negotiate final terms, conditions and requirements with the successful Proposer, at the MSFA's discretion.
7. **Non-Waiver of Defaults** - Any failure by the MSFA to enforce or require the strict performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the MSFA to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

D. CONTACT BETWEEN PROPOSER AND THE MSFA

1. **Questions** - Inquiries concerning any aspect of this RFP and contract award should be submitted in writing to:

Address: Minnesota Sports Facilities Authority
1005 4th Street S.
Minneapolis, MN 55415-1752

Contact Person: Jenn Hathaway
[Email: jenn.hathaway@msfa.com](mailto:jenn.hathaway@msfa.com)

The MSFA will accept written inquiries by electronic mail. The closing date and time for receipt of written questions will be October 4, 2017, by 12:00 p.m. CT. The submittal due date is October 13, 2017 at 1:00 p.m. CT.

2. **Interpretation of Documents** - If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of this RFP or other proposed contract documents; the Proposer may submit to the MSFA, at the address noted in Section V.D.1 above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of addenda to this RFP. Proposers shall rely only on this RFP and addenda in preparing and submitting a proposal.
3. **Errors** - Should a Proposer believe that an error appears in these RFP documents, Proposer shall notify the MSFA in writing immediately, at the address noted in Section V.D.1 above, by no later than October 16, 2017, 5:00 P.M. CT.

VI. SELECTION OF PROPOSAL

A. PROPOSAL RECOMMENDATION

1. **Recommendation** - The MSFA Chair, in consultation with the MSFA Executive Director, will make a contract award recommendation to the MSFA board members. The MSFA board shall have final decision-making authority regarding the award of any and all contract(s) resulting from this RFP.
2. **Evaluation of Proposals** - Evaluation of proposals by the selection committee, MSFA staff, or by any other group, individual or entity, are advisory only. Such evaluations are for the sole benefit of the MSFA board and may not be relied upon by any Proposer.

B. SELECTION PROCESS

1. **Evaluation Factors** - Evaluation factors shall include, but are not limited to, the following:
 - Proposer's expertise and experience
 - Proposer's key staff to be assigned to perform work for the Authority
 - Proposer's past performance
 - Proposer's telephone or in-person interview, if requested
 - Monthly billable rate
2. **Criteria Compliance** - The MSFA reserves the right to determine, in its sole and absolute discretion, whether any aspect of a proposal satisfactorily meets the criteria established in this RFP.
3. **Submission of Alternatives** - Although this RFP specifies minimum requirements for representation and should be responded to in all respects, Proposers are invited and encouraged to submit alternatives that may be of interest to the MSFA.
4. **Additional Information Requests** - The MSFA reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the MSFA may require the presence of Proposer's representatives to make presentations and answer specific questions. Notification of any

such requirements will be given as necessary.

5. **Conditions of Award** - The MSFA may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the MSFA.

VII. CONTENT OF PROPOSAL

Proposals must include the following information, preferably in the following order:

A. QUALIFICATIONS (Knowledge, Expertise, Capabilities)

1. **Proposer History** - A statement giving a brief history of the Proposer, how it is organized, and how its available resources will be utilized for the MSFA.
2. **Proposer Qualifications** - Information which highlights Proposer's particular expertise and experience in providing the governmental relations representation outlined in the Section II above (*Scope of Services*). Provide examples of similar projects in size and scope with appropriate references.
3. **Assignment of Professional Staff** - Proposer must identify the specific staff that will be responsible for the contemplated services.

B. BUDGET INFORMATION

1. **Fees** - Attach an hourly fee schedule (with any discount) for all staff who may be anticipated to represent the MSFA.
2. **Expenses** - Shall be incorporated into the monthly fee schedule.
3. **Cost Terms** - Each proposal should be submitted in the most favorable terms with respect to costs, and in a complete and understandable form.

C. ADDITIONAL PROPOSAL CONTENTS

1. **Insurance** - Ability to ensure appropriate malpractice coverage.
2. **Diversity** - Commitment to diversity as evidenced by such factors as the actual diversity among its existing or proposed governmental relations employees and non-governmental relations staff/employees, or the existence of an affirmative action plan addressing the diversity issues in recruitment, retention and promotion of governmental relations and non-governmental relations staff/employees.
3. **Conflict of Interest** - Any current relationships of the Proposer or its staff/employees with the Minnesota Vikings, Minnesota Vikings' principals and management, the National Football League or its contractors, the City of Minneapolis, Hennepin County, or any other parties having an interest in U.S. Bank Stadium that may be construed to be a conflict of interest.

4. **Exceptions to the General Provisions** - Proposer should identify any concern or objection to the General Provisions. The MSFA reserves the right to require compliance with those provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at the MSFA's discretion.
5. **Supplemental Information** - Any supplemental information which the Proposer thinks will be valuable to the MSFA in evaluating the qualifications of the Proposer and its individual staff members to provide services as described herein.
6. **Minnesota Affirmative Action Data Page** (attached as Exhibit B) – Include form with proposal irrespective of proposal amount.

VIII. GENERAL PROVISIONS

A. CONFIDENTIALITY

Information supplied by the Proposer to the MSFA is subject to the *Minnesota Government Data Practices Act*, Minn. Stat. §13.01, et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to Minn. Stat. §13.37. If the Proposer believes any non-public information will be supplied in response to this RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the MSFA regarding which data, if any, falls within the *Minnesota Government Data Practices Act* exceptions. However, the Proposer agrees as a condition of submitting a proposal, that the MSFA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

The MSFA will not consider any cost information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

The language contained in Exhibit A, attached and incorporated herein by reference, is mandatory language which will be included in any contract entered into between the MSFA and the successful Proposer(s).

EXHIBIT A

MINNESOTA SPORTS FACILITIES AUTHORITY

GENERAL PROVISIONS TO RFQ/RFP

1. Independent Contractor

The successful proposer (hereinafter “Contractor”) shall select the means, method and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of a partnership or joint venture between the parties hereto, or as constituting Contractor as an employee of the MSFA for any purpose or in any manner whatsoever. Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

Contractor represents that it has or will secure at its own expense all personnel required to perform services under this Agreement. Any and all personnel of Contractor or other persons while engaged in the performance of any work or services required by Contractor under this Agreement shall have no contractual relationship with the MSFA, and shall not be considered employees of the MSFA. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against Contractor, its officers, agents, subcontractors, or employees shall in no way be the responsibility of the MSFA. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the MSFA including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, re-employment compensation, disability, severance pay, and retirement benefits.

Contractor shall defend, indemnify and hold harmless the MSFA, its directors, officials, officers, agents, volunteers and employees from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court.

2. Successors, Subcontracting and Assignment

Contractor binds itself, its partners, successors, assigns and governmental relations representatives to the MSFA in respect to all covenants, agreements and obligations contained in the contract documents. Contractor shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, nor assign any monies due or to become due to it hereunder without the prior written consent of the MSFA.

- a. Permission to subcontract shall under no circumstances relieve Contractor of its liabilities and obligations under this Agreement. Further, Contractor shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the herein specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between Contractor and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions herein specified. A consent to assign shall be accomplished by execution of a form prepared by the MSFA and signed by Contractor, the assignee and the MSFA.

- b. Contractor shall notify the MSFA in writing if another person/entity acquires, directly or indirectly, more than 50% of the voting power of the shares entitled to vote for directors of Contractor. Notice shall be given within ten (10) days of such acquisition and shall specify the name and business address of the acquiring person/entity. The MSFA reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

3. Default and Cancellation

- a. If Contractor fails to perform any of the provisions of this Agreement, or fails to administer the work as to endanger the performance of this Agreement, such failure shall constitute a default. Unless Contractor's default is excused by the MSFA, the MSFA may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the MSFA for delaying payment until Contractor's compliance. In the event of a decision to withhold payment, the MSFA shall furnish prior written notice to Contractor.
- b. Upon cancellation or termination of this Agreement:
 - 1. At the discretion of the MSFA and as specified in writing by the MSFA, Contractor, to the extent permitted by statute and rule, shall deliver to the MSFA copies of all writings specified by the MSFA and prepared by Contractor pursuant to this Agreement. The term "writings" shall be construed to mean and include:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.
 - 2. The MSFA shall have full ownership and control of all such writings. Contractor shall have the right to retain copies of said writings. However, it is agreed that without the advance written consent of the MSFA, Contractor shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings, and shall not do anything that in the opinion of the MSFA would affect the MSFA's ownership and/or control of such writings.
- c. Notwithstanding any provision of this Agreement to the contrary, Contractor shall not be relieved of liability to the MSFA for damages sustained by the MSFA by virtue of any breach of this Agreement by Contractor. Upon notice to Contractor of the claimed breach and the amount of claimed damage, the MSFA may withhold any payments to Contractor for the purpose of set-off until such time as the exact amount of damages due the MSFA from Contractor is determined. Following notice from the MSFA of the claimed breach and damages, Contractor and the MSFA shall attempt to resolve the dispute in good faith.
- d. The above remedies shall be in addition to any other right or remedy available to the MSFA under this Agreement, law, statute, rule and/or equity.
- e. The MSFA's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.

- f. This Agreement may be canceled with or without cause by either party upon thirty (30) calendar days' written notice.

4. Indemnification and Insurance

- a. Contractor agrees to defend, indemnify, and hold harmless the MSFA, its officials, representatives, directors, officers, agents, volunteers and employees and their heirs, executors, legal representatives, and assigns from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Contractor, including its former partners, lawyers and employees, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of Contractor to perform fully, in any respect, all obligations under this contract.
- b. In order to protect Contractor and those listed above under the indemnification provision, Contractor agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following minimum insurance coverages:

Limits

Commercial General Liability on an occurrence basis with contractual liability coverage:

General Aggregate – per project (The full limits of coverage must be dedicated to apply to this project, per ISO form CG2501, or equivalent.)	\$1,000,000
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Products - Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence - Combined Bodily Injury and Property Damage	\$500,000

Workers' Compensation and Employer's Liability:

Workers' Compensation	Statutory
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If Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law

Employer's Liability. Bodily injury by:

Accident— Each Accident	500,000
Disease—Policy Limit	500,000
Disease — Each Employee	500,000

Professional Liability —Per Claim and Annual Aggregate* (*Aggregate shall be unimpaired as respects MSFA contract)	1,000,000
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The professional liability insurance must be maintained continuously for a period of two (2) years after the termination of this Agreement.

- c. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of insurance policies shall be promptly submitted to the MSFA upon written request.

Contractor shall not commence work until it has obtained required insurance and filed with the MSFA a properly executed Certificate of Insurance which clearly evidences required insurance coverages. The certificate(s) shall name MSFA as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under this Agreement.

Contractor shall furnish to the MSFA updated certificates during the term of this Agreement as insurance policies expire. If Contractor fails to furnish proof of insurance coverages, the MSFA may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity and/or statute. The MSFA does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- d. Contractor shall promptly notify the MSFA of any claim, action, cause of action or litigation brought against Contractor, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. Contractor shall also notify the MSFA whenever Contractor has a reasonable basis for believing that Contractor and/or its employees, officers, agents or subcontractors, and/or the MSFA, might become the subject of a claim, action, cause of action, arrest, criminal charge, or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

5. Data Privacy

Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the *Minnesota Government Data Practices Act*, Minnesota Statutes, Chapter 13 (MGDPA), the federal *Health Insurance Portability and Accountability Act* and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, uses, maintains or disseminates data in the course of performing functions on behalf of the MSFA pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the MSFA, its directors, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the MSFA if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

If Contractor desires that any data be kept confidential, it shall clearly state on the cover of the first page of such document the words "Trade Secret" or "Non-public" information. It is understood and agreed that for purposes of this RFP and the contract resulting herefrom, the terms "Trade Secret" and "non-public" shall be construed to be equivalent with respect to the MSFA's obligation under the MGDPA, this RFP, and the resulting contract. The MSFA must independently assess its obligations under the MGDPA and it cannot guarantee that information marked as non-public, confidential, or trade secret will remain inaccessible to the public. Nothing herein shall preclude Contractor at any time from exercising its rights under applicable Minnesota law to protect its trade secret data from public access.

After execution of the contract by Contractor, upon the request of Contractor all documents labeled as Trade Secret shall be returned to Contractor. All data designated as trade secret by Contractor shall be subject to the following additional provisions.

Contractor is advised that for purposes of this RFP, Minnesota law permits data to be labeled and treated as trade secret information only if the information is (i) the subject of Contractor's reasonable efforts under the circumstances to maintain its secrecy, and (ii) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means by other persons who can obtain economic value from its disclosure or use.

No portion of Contractor's proposal, or any attachments thereto, may be designated as trade secret information unless Contractor in good faith determines that such designation is clearly allowed by the foregoing trade secret criteria. In this regard, Contractor is advised that in Minnesota nearly all – if not all – bid/proposal information submitted by proposers are open to the public scrutiny after the date set for receipt. (Generally, data in such bid/proposal documents usually considered to be public include--but are not limited to--price, description and type of commodity and/or service and quantity and quality thereof, warranty, maintenance, support, indemnification, delivery timeframe, specification compliance, equipment title, and software title or licensing.) The MSFA reserves the right to decline any such designation by Contractor if, upon evaluation by the MSFA, it determines that the information so designated is clearly and commonly regarded as public data in the State of Minnesota.

If the Contractor-designated data is considered trade secret, Contractor shall attach to such data an explanatory document that identifies the data and in careful detail sets forth the factual and/or legal justification for such treatment of the data.

In addition to the Contractor's indemnity obligations set forth in the contract documents, Contractor shall defend, indemnify and hold harmless the MSFA, its members, directors, officers, agents, volunteers, and employees against and from any costs, damages, judgments, expenses (including reasonable attorney fees) arising from, directly or indirectly, any challenge or request made or suit brought by any person in connection with any effort in any type of proceeding or hearing whatsoever to obtain or access data designated as trade secret by Contractor.

Contractor, at its sole expense, shall at all times be responsible for promptly defending and/or responding to any request for access to and/or copies of data designated by Contractor as trade secret, provided that the MSFA shall inform persons seeking such data of its trade secret designation and promptly notify Contractor of the fact of such request and the MSFA's response thereto.

Failure of Contractor to so defend, respond to any request or MSFA notification (as aforesaid), and/or to pursue its rights in a timely manner shall relieve the MSFA from any and all liability

whatsoever (including without limitation liability under any statute, the common-law or equity) with respect to any aspect of the disclosure or furnishing to any person any such trade secret designated data. Further, the MSFA shall not in any manner be liable for the disclosure or furnishing to any person any trade secret designated data when such disclosure or furnishing is pursuant to the MSFA's independent determination of its obligations, or a ruling or order of any pertinent tribunal, agency, board, commission, panel, court, or other entity or person determining such matter.

6. Non-Discrimination

- a. In accordance with the MSFA's policies against discrimination, Contractor agrees that it shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable federal or state laws against discrimination shall be otherwise subjected to discrimination.
- b. Contractor will provide any current Certificates of Compliance as approved by the Minnesota Department of Human Rights. Contractor shall maintain that Certificate of Compliance. If any change in status occurs, Contractor shall promptly notify the Authority of that change.

7. Records — Availability/Access

Subject to the requirements of Minn. Stat. § 16C.05, subd. 5 (as may be amended), Contractor agrees that the MSFA, the Legislative Auditor, or any of their duly-authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor under this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six (6) years after its termination or cancellation.

8. Notice. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be hand-delivered or sent registered or certified mail to the other party addressed as follows:

To Contractor: *(Information to be inserted upon contract award)*

To MSFA: Minnesota Sports Facilities Authority
Attention: Jenn Hathaway
1005 4th Street S.
Minneapolis, MN 55415-1752

Any party may designate a different addressee or address at any time by giving written notice thereof, as above provided. Any notice properly addressed, postage prepaid, sent by registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt, and shall be deemed received within the third (3rd) business day thereafter or when it actually is received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

9. License and Permits. Contractor shall be required to obtain any necessary licenses, certifications and permits. Contractor hereby certifies that all attorneys who would work on behalf of the MSFA possess a Minnesota attorney's license in good standing, or otherwise are authorized to practice law in Minnesota, and have no outstanding ethical investigations.
10. Compliance with Applicable Law. Contractor shall comply with all applicable federal, state and local laws or ordinances, and all applicable rules, regulations and standards established by the MSFA, which are now or hereafter promulgated insofar as they relate to Contractor's performance under this Agreement.
11. Conflict of Interest. The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify the MSFA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise the MSFA whether Contractor will or will not resign from the other engagement or representation.
12. Governing Law/Jurisdiction. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement, and the legal relations between the parties and their performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be the state courts located within the County of Hennepin, State of Minnesota. Litigation in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
13. Time Importance. Time is of the essence under this Agreement.
14. Promotional Literature. Contractor agrees that the term "MSFA" or any derivative thereof shall not be utilized in any promotional literature, advertisements or client lists without the express prior written consent of the MSFA.
15. Headings. Any descriptive heading used in this Agreement is for purposes of convenience only and does not constitute a part of the Agreement.
16. Remedies Not Exclusive. It is agreed that any right or remedy of the MSFA shall not be considered as its exclusive right or remedy for any default in any respect by Contractor, but such right or remedy shall be considered to be in addition to any other right or remedy allowed under this RFP, the contract, law, equity or statute.
17. Non-waiver of Rights. The MSFA's failure to insist upon strict performance of any covenant, agreement, or stipulation of the contract or to exercise any right herein contained shall not be a waiver or relinquishment of the future of such covenant, agreement, stipulation or right, unless the MSFA consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment in the future of such covenant, agreement, stipulation or right.

EXHIBIT B

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:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
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.			•	•

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:

Mail: Minnesota Department of Human Rights
Freeman Building
625 Robert Street North
St. Paul, MN 55155

Phone: 651-539-1100 Phone
651-296-9042 Fax
800-627-3529 MN Relay

EXHIBIT C

MINNESOTA SPORTS FACILITIES AUTHORITY GOVERNMENTAL RELATIONS AGREEMENT

This Agreement is between the Minnesota Sports Facilities Authority ("Authority") and _____ (hereinafter referred to as "Contractor").

WHEREAS, the Authority has need of professional inter-governmental relations services and Contractor has offered to provide such services to the Authority pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the Authority and Contractor agree as follows:

1. Contractor agrees to provide to the Authority professional inter-governmental relations services, and to convey in a timely and accurate manner to the Authority Chair ("Chair") information regarding proposed legislation and its potential impact on the Authority. Specific services to be provided are set forth below. Contractor will coordinate its services with other contractors, if any, providing similar services to the Authority to minimize duplication.
2. In providing services, Contractor agrees to keep the Chair fully-informed of all phases of its inter-governmental relations activity and to consult with the Chair.
3. Contractor shall submit to the Chair oral and/or written reports as appropriate concerning legislative proposals having a potential impact on the Authority's interests and responsibilities, and shall provide the Chair with a weekly status report of bills under consideration by the Legislature.
4. Contractor shall submit a comprehensive written report following the legislative session. Such report will contain: (i) a review of major legislative and City Council actions which affect the Authority; (ii) analysis of legislative proposals and legislation impacting the Authority; (iii) information on supporting and opposing rationale for legislative or City Council proposals; and (iv) other relevant information that will impact the Authority.
5. Contractor shall use its expertise in selecting the appropriate means and manner of performance in providing the services described hereinafter; it being understood, however, that the final approval of all formal positions on legislative matters shall be made by the Authority.
7. For services provided under this Agreement, Contractor shall receive a fixed monthly fee of \$ ___ from November 1, 2017 through October 31, 2018. Payment will be made upon receipt of a monthly statement of activities performed by Contractor on behalf of the Authority.
 - The Authority retains the right to extend this Agreement for two (2) consecutive one-year terms.
8. The fees set forth in Paragraph 6 above are full compensation for services rendered. No additional fees or expenses will be paid without prior written authorization by the Chair. Any and all expenses shall be incorporated into the monthly fee as part of that fee.
9. This Agreement shall be in force from November 1, 2017 through October 31, 2018, or until terminated by either party pursuant to Paragraph 9 below.

10. The Authority or Contractor may terminate this Agreement without cause upon giving thirty (30) days written notice to the other party. In such event, Contractor shall be compensated on a pro-rata basis for the services provided in a satisfactory manner through the effective date of termination.
11. It is understood that services under this Agreement shall be performed by [REDACTED], who will work in conjunction with other Legislative liaisons the Authority may designate.
12. In performing the provisions of this Agreement, Contractor and the Authority agree to comply with all applicable federal, state and local laws, rules and regulations, as well as standards established by any agency or special governmental unit, including the *Minnesota Government Data Practices Act* (Minnesota Statutes, Chapter 13), which are now or hereafter promulgated insofar as they relate to Contractor's performance of the provisions of this Agreement. Contractor will not represent any person or entity whose position on a matter is in conflict with the position of the Authority.
13. Contractor is an independent contractor. The Authority does not provide regular office facilities or administrative support staff for Contractor. The Authority does not dictate Contractor's regular work hours or provide any health insurance, pensions or other benefits. Contractor is responsible for all taxes relating to its compensation.

SERVICES PROVIDED

Specifically, Contractor will provide the following services:

1. Notify and provide preliminary analysis of legislative bills, executive orders or general administrative orders which may affect the interests of the Authority. Provide a written update each week during the legislative session and any special sessions.
2. Provide appropriate notification of all scheduled and unscheduled hearings which could have an impact on the Authority, or where members of the Authority or its staff should be in attendance.
3. Analyze and make recommendations regarding issues specifically of concern to the Authority and propose legislative remedies and strategies which will achieve the desired goals.
4. Contractor agrees to attend meetings, hearings and other legislative or City Council events as may be requested by the Chair.
5. Contractor will initiate and maintain a dialogue with executive branch agencies that direct, develop and/or recommend policies to the Legislature and which impact the Authority's responsibilities and operations.
6. Contractor will inform, attempt to convince and persuade legislators and, where appropriate, members of other governmental units, of the Authority's position on matters affecting Authority activities.

MINNESOTA SPORTS FACILITIES AUTHORITY

By: _____
MICHAEL VEKICH, Chair

Dated: _____

And: _____
RICHARD G. EVANS, Executive Director

Dated: _____

CONTRACTOR: _____

By: _____

Title: _____

Dated: _____