

State of Minnesota Judicial Branch

Request for Proposals

**Annual Minnesota District Judges Foundation Conference
2025 - 2028**

I. REQUEST FOR PROPOSALS.

- A. Defined. The State Court Administrator's Office, Human Resources & Development Division of the Minnesota Judicial Branch, and the Minnesota District Judges Foundation (MDJF) are using a competitive selection process to select possible vendors to provide conference venues for the annual Minnesota District Judge's Foundation four-day program to include: Meeting rooms, sleeping rooms, meals, audio visual support, and parking.
- B. Right to Cancel. The State and MDJF is not obligated to respond to any proposal submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal. The State and MDJF reserves the right to cancel or withdraw the request for proposals at any time if it is considered to be in its best interest. In the event the request for proposals is cancelled or withdrawn for any reason, the State and MDJF shall not have any liability to any proposer for any costs or expenses incurred in connection with this request for proposals or otherwise. The State and MDJF also reserves the right to reject any or all proposals, or parts of proposals, to waive any informalities therein, and to extend proposal due dates.

II. PROJECT OVERVIEW/SCOPE OF WORK

- A. The Human Resources & Development Division of the State Court Administrator's Office and MDJF is seeking proposals from hotels and conference venues outside of the Twin Cities metro area to host the annual Minnesota District Judge's Foundation conference. The venue will be the meeting and sleeping room site for the entirety of the conference and shall provide all A/V, catering, meeting, sleeping room needs on site, as well as free parking for the entirety of the conference.
- B. This conference takes place in September each year. Sites should have availability Tuesday – Friday, either in the third or fourth week of September.
- C. The RFP submitted will be valid for the annual Minnesota District Judge's Foundation conference for the years 2025 through 2028.

III. SUBMISSION REQUIREMENTS.

- A. General Requirements.
 - 1. Certificate of Insurance. Each proposal shall contain acceptable evidence of compliance with the workers' compensation coverage requirements of Minnesota Statute § 176.181, subd. 2. Vendor's RFP response must include one of the following: (1) a certificate of insurance, or (2) a written order from the Commissioner of Insurance exempting you from insuring your liability for compensation and permitting him to self-insure the liability, or (3) an affidavit certifying that you do not have employees and therefore are exempt pursuant to Minnesota Statutes §§ 176.011, subd. 10; 176.031; and 176.041. See Section XV of the sample Draft State Contract in Appendix III for details on additional insurance requirements that must be provided on request of the State.
 - 2. Workforce Certificate Information. (Formerly Affirmative Action Certification.)

If the vendor's proposal exceeds \$100,000.00, the RFP response must include a completed Workforce Certificate Information form, attached as Appendix I. Any business that employs 40 or more employees in a state and that seeks to enter into a contract with the State of Minnesota that is over \$100,000 or is likely to exceed \$100,000 needs to obtain a workforce certificate of compliance from the Minnesota Department of Human Rights. Please check the Minnesota Department of Human Rights website at <https://mn.gov/mdhr/certificates/> or contact them directly at compliance.mdhr@state.mn.us to determine if your organization needs to seek a workforce certificate of compliance.

3. Non-collusion Affirmation. Vendor must complete the Affidavit of Non-collusion (Appendix II) and include it with its RFP response.
4. Contract Terms. The State's standard service contract template is set forth in Appendix III (draft contract). No work can be started until a contract, in the form approved by the State Court Administrator's Legal Counsel Division, has been signed by all necessary parties in accordance with state court procurement and contract policies. The template included in the appendix is a sample contract.
 - a. The Vendor's RFP response must include the Vendor's standard licensing, nondisclosure, maintenance, services and billing/invoicing procedures. By submitting a response to this RFP, Vendor understands and agrees that much of the language included in the State's attached standard service contract reflects requirements of Minnesota law and may not be modified.
 - b. Vendors requesting additions or exceptions to the State's boilerplate terms and conditions shall submit them with their response to the RFP. A request must be accompanied by an explanation why the exception is being sought and what specific effect it will have on the Vendor's ability to respond to the RFP or perform the contract. The State reserves the right to address requests for exceptions to its boilerplate terms and conditions with the highest scoring Vendor during contract negotiation.

B. Product/Service Submission Requirements

1. Venue must be able to provide:
 - a. Capacity for full group sessions for up to 300 people.
 - b. Capacity for six breakout rooms each day that accommodate 50-65 per room with unobstructed views.
 - c. Capacity for separate meal spaces.
 - d. 225-275 sleeping rooms available each night of the conference at or below the government hotel room rate.
 - e. Stable wireless internet included in room rate.
 - f. Onsite catering for all meals, snacks, and beverages.
 - g. Onsite A/V capabilities and be able to provide support throughout the conference.
 - h. Free onsite parking available.
 - i. Free shuttle service to local area.

2. Provide price information, itemized for the service/supply program.
- 3 Pricing must include all meeting and sleeping room charges.

IV. **PROPOSAL SUBMISSION DETAILS**

A. **Proposal Timeline.**

1. RFP Posted on State Website: November 25, 2024
2. Vendor Questions Due: December 6, 2024
3. Questions Answered by: December 13, 2024
4. Proposal Submission Deadline: December 20, 2024

B. **Amendments.** Any amendments to this RFP will be posted on the Minnesota Judicial Branch website.

C. **Questions.** Questions about this RFP **must** be submitted via email and directly to the State's point of contact:

Susan Love
Judicial and Employee Education Program Manager
Minnesota Judicial Branch
Susan.Love@courts.state.mn.us

All questions about this RFP **no later than 4:30 pm CST on December 6, 2024.** Other court personnel are not allowed to discuss the Request for Proposal with anyone, including responders, before the proposal submission deadline.

D. **Proposal and Submittal Address.** Your proposal must be submitted in writing by 4:30 pm CST on **December 20, 2024,** in a sealed envelope to:

Susan Love
Judicial and Employee Education Program Manager
Minnesota Judicial Branch
25 Dr. Rev Martin Luther King Jr Blvd
Suite 120
St. Paul, MN 55155

The submission must include one (1) paper copy. No facsimile or electronic submissions will be accepted.

E. **Signatures.** Your proposal must be signed by, in the case of an individual, by that individual, and in the case of an individual employed by a firm, by the individual and an individual authorized to bind the firm.

F. **Deadline, Opening.** Proposals must be received no later than **4:30 pm CST on December 20, 2024.** Proposals will be opened the following business day. Do not place any information in your proposal that you do not want revealed to the public. All documentation submitted with the proposal, including the proposal, will become the property of the State.

G. Late Proposals. Late proposals will not be accepted.

V. PROPOSAL EVALUATION.

- A. The State will evaluate all complete proposals received by the deadline. Incomplete proposals, late proposals, or proposals sent to any other address will not be considered.
- B. The evaluation of all proposals shall be based upon deriving the “Best Fit” for the program. “Best Fit” means achieving an appropriate balance between price and other factors that are key for the success of the program. A location that submits a low price but does not have other necessary qualities and services does not meet the Best Fit criterion. Factors upon which the proposals will be judged include, but are not limited to, the following:
1. Cost estimate;
 2. Vendor’s ability to meet service needs;
 3. Condition of vendor’s site;
 4. Vendor’s past performance by submitting at least three (3) client references;
 5. Individual Program’s needs, and/or;
 6. A site visit of the location.
- C. The State and MDJF 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.
- D. The State and MDJF reserves the right to request additional information from Vendors during any phase of the proposal evaluation process.
- E. The State and MDJF 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 State and MDJF.

APPENDIX I

STATE OF MINNESOTA – WORKFORCE CERTIFICATE INFORMATION

Information required for ALL bids or proposals that could exceed \$100,000

Complete Box A or B of this form, and sign and return it with your bid or proposal. A Workforce Certificate or exemption from the Minnesota Department of Human Rights (MDHR) is required to execute a contract in excess of \$100,000 under Minn. Stat. §363A.36.

BOX A – COMPANIES that have employed 40 or more full-time employees in this state or a state where the business has its primary place of business on any single working day during the previous 12 months, check one option below:

- Attached is our current Workforce Certificate issued by the Minnesota Department of Human Rights (MDHR).
Attached is confirmation that MDHR received our application for a Minnesota Workforce Certificate on (date).
Our company does not yet have a Workforce Certificate, but we acknowledge that a Workforce Certificate is required before a contract in excess of \$100,000 can be executed with the State of Minnesota or other covered entities.

BOX B – EXEMPT COMPANIES that have not employed 40 or more full-time employees on a single working day in Minnesota or any state where it has its primary place of business during the previous 12 months, check option below if applicable:

- We attest to MDHR that we are exempt. If our company is awarded a contract, upon request, we will submit to MDHR within 5 business days after the contract is fully signed, the names of our employees during the previous 12 months, the date of separation, if applicable, and the state in which the persons were employed. Send to compliance.MDHR@state.mn.us.

Signature

By signing this statement, I certify that the information provided is accurate and that I am authorized to sign on behalf of the company.

Name of Company

Authorized Signature

Date

Printed Name

Phone Number

Title

For assistance with this form, contact: Minnesota Department of Human Rights

Web: http://mn.gov/mdhr/
Email: compliance.mdhr@state.mn.us

Toll Free: 1-800-657-3704
MN Relay: 711/ 1-800-627-3529

STATE OF MINNESOTA - AFFIRMATIVE ACTION CERTIFICATION OF COMPLIANCE

The Minnesota Human Rights Act (Minn. Stat. § 363.073) divides the designation compliance program into two categories. Both categories apply to any designations for goods or services in excess of \$100,000.

The first category applies to businesses that have had more than 40 full-time employees within Minnesota on a single working day during the previous 12-months. The businesses in this category must have submitted an Affirmative Action plan to the Commissioner of the Department of Human Rights prior to the due date of the response and must have received a Certificate of Compliance prior to the execution of a designation.

The second category applies to businesses that have had more than 40 full-time employees on a single working day in the previous 12-months in the state in which they have their primary place of business. The businesses in this category must have either a current Certificate of Compliance previously issued by the Department of Human Rights or certify to the STATE that they are in compliance with federal Affirmative Action requirements before execution of a designation. For further information, contact the Department of Human Rights, 190 East 5th Street, Suite 700, St. Paul, MN 55101; Voice: 651-296-5663; Toll Free: 800-657-3704; or TTY: 651-296-1283.

Minnesota businesses must have a current Certificate of Compliance or submitted an affirmative action plan by the time proposals are due, or their proposal will be rejected.

The STATE is under no obligation to delay the execution of a designation until a business has completed the Human Rights certification process. It is the sole responsibility of the business to apply for and obtain a Human Rights certificate prior to execution of a designation, as applicable.

APPENDIX II

**STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION
(Must be submitted with Response)**

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

1. That I am the Proposer (if the Proposer is an individual), a partner in the company (if the Proposer is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Proposer is a corporation);
2. That the attached proposal submitted in response to the _____ Request for Proposals has been arrived at by the Proposer independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Proposer of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent (including a partner) of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Proposer's Firm Name: _____

Authorized Signature: _____

Date: _____

APPENDIX III

Draft Contract for Services

Hotel and Conference Center Booking Agreement

Letter of Agreement Between (Hotel/Conference Center) and the State of Minnesota, acting through its State Court Administrator's Office Human Resources and Development Division, and outlines specific conditions and services to be provided.

Description of Group and Event

Date of Event:

Name of Event:

<p><u>State of Minnesota Group:</u></p> <p>Name: Address: Contact: Phone: Fax:</p>	<p><u>Hotel/Conference Center/Conference Center:</u></p> <p>Name: Address: General Manager: Director of Sales & Events: Phone: Fax:</p>
---	--

Whereas, The State, pursuant to Minnesota Statutes 2021, Section 2.724, subdivision 4(a) and Section 480.15, subdivision 11 is empowered to provide continuing education to Minnesota court personnel and contract for consultant services and professional and technical services; and,

Whereas, The State desires to _____ but lacks sufficient staff and space;

and,

Whereas, Hotel/Conference Center Represents that it is duly qualified and willing to perform the services set forth herein.

Now, Therefore, It Is Agreed:

Duties. Hotel/Conference Center, who is not a STATE employee, shall

_____.

Consideration and Terms of Payment:

- A. **Consideration** for all services performed and goods or materials supplied by HOTEL/CONFERENCE CENTER pursuant to this contract shall be paid by the STATE as follows:

1. The total obligation of the STATE for all compensation to HOTEL/CONFERENCE CENTER shall not exceed ___ dollars (\$ _).

B. **Terms of Payment:** Payments shall be made by the STATE promptly after HOTEL/CONFERENCE CENTER'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Section VII. An invoice shall be submitted within 30 days following the conclusion of the event for billable costs incurred by the HOTEL/CONFERENCE CENTER. Payment to the Hotel/Conference Center must be based on the terms and conditions elsewhere in this Agreement and invoices must show a breakdown and calculation of all costs.

C. **Conditions of Payment.** All services provided by Hotel/Conference Center pursuant to this contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized representative, and in accord with the Hotel/Conference Center's duties set forth in section I of this contract and all applicable federal, state, and local laws, ordinances, rules and regulations. HOTEL/CONFERENCE CENTER shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation maintenance.

D. **Time Requirements.** HOTEL/CONFERENCE CENTER shall comply with all of the time requirements described in this contract.

Event Function Space: Based on the requirements outlined by the State, the Hotel/Conference Center has reserved the function space set forth below:

Date	Day	Start Time	End Time	Function Type	Exp	Function Space

Use of Function Space: State agrees that admittance to function rooms for set-up and take down and meeting attendee arrivals and departures will coincide with the event times listed in this contract. Should any revisions at the beginning or ending times of an event be requested, the Hotel/Conference Center will make every effort to accommodate the request.

Damage to Function Space: State agrees to pay for any damage to the function space that occurs while it is using it. However, the State will not be responsible for ordinary wear and tear or for damage that it can show was caused by persons other than its attendees.

Food & Beverage Meeting Requirements:

State and Hotel/Conference Center agree the food and beverage minimum for this event is _____.

The Hotel/Conference Center agrees to provide all of the function space required in accordance with the schedule of events which is described above, on a complimentary basis, in recognition of the revenue Hotel/Conference Center will derive from the provision of room nights and food and beverage services and ancillary services hereunder. Should the State desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events above, they agree to advise the

Hotel/Conference Center as soon as possible so that the Hotel/Conference Center may attempt to secure such additional space for the State's use.

- All food and beverage must be supplied and prepared by the Hotel/Conference Center.
- No outside food or beverage is permitted in any banquet or meeting room without prior written from the Hotel/Conference Center.
- Unconsumed food is not permitted to be taken out of the banquet facility.
- Buffet style meals will remain out for up to a _____ hour time frame.
- Final menu selections should be submitted ONE week prior to the function to ensure the availability of the desired menu items.
- Final counts will be provided 3 days in advance.

Service Fee and Taxes: All food, beverage and audio-visuals are subject to current banquet administrative fee of _____ and banquet gratuity of _____. All banquet administrative fees are subject to service fee and tax of _____. Taxes and service fees are subject to change without notice.

Menu Pricing: Menu pricing cannot be guaranteed more than 30 days prior to the event.

Guest Room Commitment: The Hotel/Conference Center agrees that it will provide _____ room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

Day		Monday	Tuesday	Wednesday	Thursday	Friday
Date	Rates					

Hotel/Conference Center room rates are subject to applicable state and local taxes (currently _____) in effect at the time of check-in. All taxes are subject to change without notice.

Guest Room Attrition: State and Hotel/Conference Center agree to 80% attrition of the total room night contracted. The minimum room revenue the State will pay is _____.

Conference Internet: Conference Center A/V services and Internet will provided at the following cost: *(List details below, or if the services are being provide by a separate vendor. If being provide by a separate vendor, them provide a cost estimate, and provide as an appendix below).*

Guest Room Internet: Guest room internet will be provided to all hotel guests. Cost is included in the room rate.

Audio Visual: State may bring in equipment to use in the meeting rooms. State of Minnesota assumes responsibility for any presentation equipment not provided by the Hotel/Conference Center.

Terms of Contract: This contract shall be effective on (Date) and shall remain in effect until (Date) or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. HOTEL/CONFERENCE CENTER UNDERSTANDS THAT NO WORK SHOULD BEGIN UNDER THIS CONTRACT UNTIL ALL REQUIRED SIGNATURES HAVE BEEN OBTAINED, AND THE STATE'S AUTHORIZED REPRESENTATIVE NOTIFIES HOTEL/CONFERENCE CENTER TO BEGIN WORK.

Cancellation

- A. This contract may be cancelled by the STATE at any time, with or without cause, upon thirty (30) days' written notice to the other party. In the event of such a cancellation, Hotel/Conference Center shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- B. The STATE may immediately cancel this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Cancellation must be by written or facsimile transmission notice to Hotel/Conference Center. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, Hotel/Conference Center will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the contract is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide Hotel/Conference Center notice of the lack of funding within a reasonable time of the STATE'S receiving that notice.
- C. Notwithstanding the cancellation terms stated in this Agreement, the parties agree the STATE will be permitted to cancel this Agreement without penalty or payment of any compensation or damages if State is unable to proceed with its event due to pandemic-related laws, regulations, rules, orders, or other governmental determinations of the State of Minnesota outside of the control of the STATE, including but not limited to a Stay-Home Order issued by the Governor of Minnesota, prohibitions or new restrictions on events and gatherings issued by the Governor or Minnesota Department of Health, or an order of the Minnesota Supreme Court, or a shutdown or further reduction of Minnesota Judicial Branch operations, including external trainings and functions as determined by the State Court Administrator.

Amendments: Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

State's Authorized Representative: The STATE'S Authorized Representative for the purposes of administration of this contract is (contact name). Such representative shall have final authority for acceptance of HOTEL/CONFERENCE CENTER'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted.

Compliance with Laws and Hotel/Conference Center Rules and Policies: Hotel/Conference Center and State agrees to comply with all applicable federal, state and local laws and Hotel/Conference Center rules and policies governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

Governing Law, Venue. And Jurisdiction: This Agreement shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this Agreement, its performance, enforcement or breach will be venued in a state

or federal court situated within the State of Minnesota. The Hotel/Conference Center hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

Security: STATE hires outside security for all events, at its own cost, to safeguard person and/or property in the meeting and function space. STATE will notify Hotel/Conference Center of the agency providing on site security during this event.

Force Majeure: Neither party shall be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of labor troubles, disputes or strikes, accidents, government (Federal, State or Municipal) regulations of or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not which are beyond the reasonable control of the Hotel/Conference Center, by reason of fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, or any municipal, county, state or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder), or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond that party's control. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

Indemnification: To the extent allowed by applicable law and subject to sovereign Immunities afforded to State, each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, Hotel/Conference Centers, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

Insurance: The Hotel/Conference Center shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities which may reasonably arise out of or result from the respective obligations pursuant to this contract. It is understood that the State is self-insured.

Limitation on Punitive Damages: The parties hereby agree that neither party shall be liable for any punitive damages.

Liability: HOTEL/CONFERENCE CENTER shall indemnify, save, and hold the STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorneys' fees incurred by the STATE, arising from the performance of this contract by HOTEL/CONFERENCE CENTER or HOTEL/CONFERENCE CENTER'S agents or employees. This clause shall not be construed to bar any legal remedies HOTEL/CONFERENCE CENTER may have for the STATE'S failure to fulfill its obligations pursuant to this contract.

State Audits: The books, records, documents, and accounting procedures and practices of the HOTEL/CONFERENCE CENTER relevant to this contract shall be subject to examination by the contracting

department and the Legislative Auditor for a minimum period of six (6) years from the termination of this contract. Records shall be sufficient to reflect all costs incurred in performance of this Contract.

Confidentiality, Disclosure And Use: HOTEL/CONFERENCE CENTER shall not disclose to any third party any information that is both: (A) made available by the STATE or its agents to HOTEL/CONFERENCE CENTER in order to permit HOTEL/CONFERENCE CENTER to perform hereunder or is created, gathered, generated or acquired in accordance with this contract; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time. If the HOTEL/CONFERENCE CENTER receives a request to release the information referred to in this Clause, the HOTEL/CONFERENCE CENTER must immediately notify the STATE. The STATE will give the HOTEL/CONFERENCE CENTER instructions concerning the release of the information to the requesting party before the information is released.

Antitrust: The Hotel/Conference Center hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

Waiver: If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

Severability: If any provision of this Contract is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Contract shall have full force and effect.

Worker's Compensation: The In accordance with the provisions of Minnesota Statutes, Section 176.182, as enacted, Hotel/Conference Center shall provide acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes, Section 176.181, subdivision 2, as enacted, prior to commencement of any duties to be performed under this contract.

Americans with Disabilities Act: State and Hotel/Conference Center shall each be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act and any applicable state or local laws in their respective operation or use of Hotel/Conference Center. Hotel/Conference Center shall provide, to the extent required by law, such auxiliary aids and services or modifications of Hotel/Conference Center rules or policies as may be reasonably requested by State on behalf of its disabled members for use in sleeping rooms and public areas of Hotel/Conference Center operated by Hotel/Conference Center personnel, provided that State gives reasonable advance written notice to Hotel/Conference Center of such needs. During its use of Hotel/Conference Center, State shall be responsible for providing its disabled members with auxiliary aids and services or modifications of State rules or policies in connection with any State program, activities or presentation (including, for example, engagement of and payment to specialized service providers, such as sign language interpreters), where such accommodation is necessary for use in the meeting space used by State, other than those types and quantities typically maintained by Hotel/Conference Center.

Affirmative Action

- A. **Covered Contracts and Hotel/Conference Centers:** If this contract exceeds \$100,000 and CONTRACTOR employed more than forty (40) full-time employees on a single working day during the previous twelve months in Minnesota or in the state where it has its principle place of business, then CONTRACTOR must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A contractor covered by Minn. Stat. § 363A.36 because it employed more than forty (40) full-time employees in another state that does not have a certificate of compliance, (also known as a “Workforce Certificate”), must certify that it is in compliance with federal affirmative action requirements by submitting to the Minnesota Department of Human Rights an affirmative action plan approved by the federal government or other governmental entity, and obtain a Workforce Certificate from the Minnesota Commissioner of Human Rights. If CONTRACTOR is exempt from obtaining a Workforce Certificate as required by Minn. Stat. § 363A.36, CONTRACTOR shall certify in writing to the Commissioner of Human Rights that it is exempt, and determination of exempt status shall be made by the Commissioner of Human Rights. CONTRACTOR understands that if during the term of this contract CONTRACTOR employs more than 40 full time employees in MN or another state, CONTRACTOR must comply as provided in this Affirmative Action section of this contract. CONTRACTOR shall submit to the Minnesota Department of Human rights within five (5) business days of final contract execution, the names of CONTRACTOR employees during the previous 12 months, date of separation if applicable, and the state in which the persons were employed. Documentation should be sent to “compliance.MDHR@state.mn.us.”.
- B. **Minn. Stat. § 363A.36:** Minn. Stat. § 363A.36 requires the Hotel/Conference Center to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- C. **Minn. R. Parts 5000.3400-5000.3600 provide:**
1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.35. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Hotel/Conference Center's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R.Parts 5000.3400-5000.3600 including, but not limited to, parts 5000 3420-5000 3500 and5000.3552-5000.3559.
 2. **Disabled Workers:** The Hotel/Conference Center must comply with the following affirmative action requirements for disabled workers:
 - a. The Hotel/Conference Center must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Hotel/Conference Center agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment

practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Hotel/Conference Center agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Hotel/Conference Center's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Hotel/Conference Center agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Hotel/Conference Center's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Hotel/Conference Center must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Hotel/Conference Center is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- D. **Consequences:** The consequences for a Hotel/Conference Center's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or the State.
- E. **Certification:** The Hotel/Conference Center hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for non-compliance.

Other Provisions:

- A. Warranties:
 - 1. Original Works. In performing its obligations hereunder, HOTEL/CONFERENCE CENTER will not use or incorporate any trade secret information or copyrighted works of authorship of HOTEL/CONFERENCE CENTER or of any third party, and except for components already in the public domain, all software, documentation, information and other materials provided or furnished by HOTEL/CONFERENCE CENTER in performing the duties under this contract will be original and will not violate or infringe

upon the rights of any third party.

2. Professional Services. HOTEL/CONFERENCE CENTER represents and warrants to the STATE that it has the proper training, skill and background so as to be able to perform all services required of HOTEL/CONFERENCE CENTER pursuant to this contract in a competent and professional manner, and all such work shall be of professional quality.
 3. Mutual Representations and Warranties. HOTEL/CONFERENCE CENTER and the STATE each represent and warrant to the other that: a) it has the full right, power and authority to enter into this contract and to perform fully all of its obligations hereunder; b) it is free of any obligation or restriction that would prevent it from entering into this contract or from performing fully any of its obligations hereunder; and c) it has not entered into and will not enter into any contract which would impede the full performance of its obligations hereunder or would in any way limit or restrict the rights of the other under this contract.
- B. **Injunctive Relief:** Without limiting the liability clause in this contract, HOTEL/CONFERENCE CENTER acknowledges that the STATE will be irreparably harmed if HOTEL/CONFERENCE CENTER'S obligations under the CONFIDENTIALITY, DISCLOSURE AND USE section of this contract are not specifically enforced and that the STATE would not have an adequate remedy at law in the event of an actual or threatened violation by HOTEL/CONFERENCE CENTER of its obligations. Therefore, HOTEL/CONFERENCE CENTER agrees that the STATE shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violation or breach by HOTEL/CONFERENCE CENTER without the necessity of the STATE showing actual damages or that monetary damages would not afford an adequate remedy. HOTEL/CONFERENCE CENTER shall be liable to the STATE for reasonable attorney's fees incurred by the STATE in obtaining any relief pursuant to this section.
- C. **Relationship of the Parties:** HOTEL/CONFERENCE CENTER is an independent Hotel/Conference Center and shall not be deemed for any purpose to be an employee of the STATE.
1. Within the Scope of Work, Independent Hotel/Conference Center shall retain sole and absolute discretion in the manner and means of carrying out HOTEL/CONFERENCE CENTER'S activities and responsibilities under this contract. HOTEL/CONFERENCE CENTER may conduct other business unrelated to this contract during the term of this contract as long as it does not affect in any significant way HOTEL/CONFERENCE CENTER'S performance under this contract and HOTEL/CONFERENCE CENTER'S compliance with all other terms and conditions of this contract.
 2. HOTEL/CONFERENCE CENTER understands and agrees that the STATE is not withholding any taxes from the fees paid to HOTEL/CONFERENCE CENTER pursuant to this contract and that HOTEL/CONFERENCE CENTER is solely responsible for any taxes and other amounts to be paid as a result of the fees paid to HOTEL/CONFERENCE CENTER pursuant to this contract. Without limiting section X, HOTEL/CONFERENCE CENTER will indemnify the STATE for any damages or expenses, including attorney's fees, and legal expenses, incurred by the STATE as a result of HOTEL/CONFERENCE CENTER'S failure to pay any such taxes or other amounts. At the STATE'S request, HOTEL/CONFERENCE CENTER shall provide proof of payment of any such required taxes or other amounts.

3. HOTEL/CONFERENCE CENTER will pay interest on late payments to its permitted Hotel/Conference Centers as specified in Minn. Stat. § 16A.1245.
 4. This contract shall not be considered or construed to be a partnership or joint venture. Neither HOTEL/CONFERENCE CENTER nor the STATE shall have the right or the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.
 5. HOTEL/CONFERENCE CENTER hereby waives and foregoes the right to receive any benefits given by the STATE to its regular employees, including, but not limited to, health benefits and vacation and sick leave benefits. HOTEL/CONFERENCE CENTER agrees that if any government agency or court of law claims that HOTEL/CONFERENCE CENTER is an employee, HOTEL/CONFERENCE CENTER agrees that HOTEL/CONFERENCE CENTER is not covered under these plans. This waiver is applicable to all non-salary benefits which might otherwise be found to accrue to the HOTEL/CONFERENCE CENTER by virtue of HOTEL/CONFERENCE CENTER's services to the STATE and is effective for the entire duration of this contract. This waiver is effective independently of CONTRACTOR's employment status as adjudged for taxation purposes or for any other purpose.
- D. **Consent to Release of Certain Data:** Under Minn. Stat. § 270C.65 and other applicable law, HOTEL/CONFERENCE CENTER consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the STATE, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring HOTEL/CONFERENCE CENTER to file state tax returns and pay delinquent state tax liabilities, if any.
- E. **Publicity:** Any publicity regarding the subject matter of this contract must identify the STATE as the sponsoring agency and must not be released without the prior written approval from the STATE'S Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for HOTEL/CONFERENCE CENTER individually or jointly with others, or any Hotel/Conference Centers, with respect to the program, publications, or services provided resulting from this contract. Notwithstanding anything in this contract to the contrary, either party may disclose to the public the existence of this contract, the parties to the contract, and the material terms of the contract, including price, projected term, and scope of work.
- F. **Endorsement:** HOTEL/CONFERENCE CENTER must not claim that the STATE endorses its products or services
- G. **Notice:** Any written notice hereunder shall be deemed to have been received when: (A) personally delivered; (B) sent by confirmed facsimile transmission or telegram; (C) sent by commercial overnight courier with written verification of receipt; or (D) seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at: (1) the address first set forth herein, if to HOTEL/CONFERENCE CENTER; (2) at the address first set forth herein, if to the STATE, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155; or (3) at such other address of which written notice has been given

in accordance herewith

Miscellaneous.

- A. The provisions of sections IV, XII, XIII, XIV, XV, and XXI shall survive any cancellation or termination of this contract as shall any other provisions which by their nature would be intended or expected to survive such cancellation or termination.
- B. The failure by either Party at any time to enforce any of the provisions of this contract or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this contract. The waiver of any default by either Party shall not be deemed a continuing waiver but shall apply solely to the instance to which such waiver is directed.
- C. This contract shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States of America and of the State of Minnesota, without regard to Minnesota's choice of law provisions. Any action arising out of or relating to this contract, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. HOTEL/CONFERENCE CENTER hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.
- D. Every provision of this contract shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this contract so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this contract, and all other provisions shall remain in full force and effect.
- E. This contract sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this contract. In the event of any inconsistency or conflict between the terms of this contract and any other agreement between the parties, the terms of this contract shall govern

[continued on next page with signatures]

SIGNATURE This Contract, with exhibits attached (if any), constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended or changed unless done so in a writing signed by Hotel/Conference Center and State. Oral modifications to this written Contract, even if allowed by local law, will not be considered binding. The undersigned represent that they are authorized to sign and enter into this Contract.

ACCEPTED AND AGREED TO:

HOTEL/CONFERENCE CENTER certifies that the appropriate persons have executed the contract on behalf of HOTEL/CONFERENCE CENTER as required by applicable articles, by-laws, resolutions or ordinances.

Person signing certifies that applicable procurement policies have been followed. Where contract and amendments exceed \$50,000, signature of State Court Administrator or her/his Deputy is also required.

By:
Title: Director of Sales
Date:

By:
Title:
Date:

By:
Title
Date:

By:
Title:
Date:

Funds have been encumbered as required by State Court Finance Policy by:

(reserved)

By:
Title
Date

Approved as to form and execution for STATE by:

(reserved)

By:
Title
Date:



MINNESOTA JUDICIAL BRANCH

Minnesota Judicial Branch State Court Administrator's Office Human Resources & Development Division

Request for Proposal for Conference Site Venues

The Human Resources & Development Division of the State Court Administrator's Office and the Minnesota District Judges Association (MDJF) is using a competitive selection process to obtain a list of vendors who would be able to provide conference meeting facilities, lodging and meals for the annual Minnesota District Judges Association conference outside the Twin Cities metro area.

The request for proposal does not obligate the Minnesota Judicial Branch and MDJF to award a contract, and the Minnesota Judicial Branch and MDJF reserves the right to cancel the solicitation if it is considered to be in its best interest.

Interested party's submissions must be in writing and received by the Minnesota Judicial Branch no later than 4:30 CST, Friday, December 20, 2024. The sealed proposal must include one (1) paper copy and sent to the following address; no electronic submissions will be accepted:

Susan Love
Judicial and Employee Education Program Manager
Human Resources & Development Division
State Court Administrator's Office
25 Dr. Rev Martin Luther King Jr Blvd
St. Paul, MN 55115

A complete copy of the Request for Proposal may be found on the Minnesota Judicial Branch website (in the News and Announcements/Public Notices section) at <https://www.mncourts.gov/About-The-Courts/NewsAndAnnouncements.aspx?t=notice>

Sample RFP Evaluation Form

Conference Location for annual MDJF Conference

Contractor: _____ **Evaluator Letter:** _____ **Date Evaluated:** _____

Proposals will be evaluated on “best value” based on the evaluation criteria as stated below. The cost proposal will not be opened by the review committee until after the qualification points are awarded. A 220-point scale will be used to create the final evaluation recommendation. When assessing points, you should utilize a 1-10 scale which will then be added by the weight assigned.

Points	Guidance
10	Could not imagine a better response
9-8	Excellent, insightful response
7-6	More than adequate response
5-4	Adequate response, no special insights
3-2	Inadequate response
1-0	Totally inadequate response
0	No response given

	Criteria
1	Location - Facility is located outside the Twin Cities metro area
2	Adequate space: Including general session for 300 participants, minimum of six breakout rooms for 50-65 (space without visual obstructions), ample space for group to pass between sessions; meal space(s) apart from guests that are not part of the event; sleeping rooms for 225-275.
3	Onsite services: Full catering service, AV equipment and support, including wireless internet throughout property
4	Condition of the hotel: Including all meeting space, eating space and sleeping rooms
5	Cost

Criteria	Possible Points	Points Awarded	Total Points
1. Location			
A. Site is located outside the Twin Cities metro area	0-10		
2. Adequate Space			
A. Site has adequate general session space, with capacity to accommodate up to 300 participants with unobstructed views and ample space for large groups to pass between sessions.	0-10		
B. Site has required amount of breakout rooms (at least 6 each day) that accommodate 50-65 per room with unobstructed views.	0-10		
C. Site has separate meal spaces available apart from other facility guests.	0-10		
D. Site has required amount of sleeping rooms each night (225-275).	0-10		
3. Onsite Services			
A. Site offers onsite AV equipment	0-10		
B. Site offers onsite comprehensive AV support	0-10		
C. Site has stable, secure wireless internet service in program and sleeping rooms			
D. Site can accommodate assisted hearing devices	0-10		
E. Site can provide full menu for all meals, snacks, and beverages	0-10		
F. Site can provide a wide variety of food options, including healthy options for all meals and snacks	0-10		
G. Site has onsite pool	0-10		
H. Site has onsite fitness center, with a range of equipment including cardio machines and weights. Equipment is updated and modern.	0-10		
4. Condition of the Site			
A. Sleeping rooms are clean, smoke-free, and modern	0-10		
B. Meeting space is clean and there are no visual obstructions when the large group is in session	0-10		
C. Meeting space is comfortable with quality lighting, chairs, tables	0-10		
D. Meal spaces are clean	0-10		
E. Public areas are clean (lobby areas, restrooms, business centers, fitness rooms, pool(s)).	0-10		
5. Cost			
A. Site is not charging for meeting space as long as food and beverage minimum is met	0-10		
B. Site has free parking	0-10		
C. Meals costs are within the following ranges: 1) Breakfast \$19.00 to \$26.00; 2) Lunch \$21.00 to \$28.00; 3) Dinner \$40.00 to \$47.00	0-10		
6. Local Services			
A. Shuttle service provided for guests within a 5-mile radius of site	0-10		
COST (To be tallied by project manager) (State policy requires this to be a minimum of 30% of the total points available]			
TOTAL SCORE (To be tallied by project manager)			