

# MINNESOTA SPORTS FACILITIES AUTHORITY

900 South 5th Street  
Minneapolis, MN 55415

Request for Proposal:

Trustee Services

October 14, 2013

# Minnesota Sports Facilities Authority (MSFA)

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# Request for Proposal

## Trustee Services

### Introduction

The Minnesota Sports Facility Authority (the "Authority") and Minnesota Vikings Football, LLC (the "Team") issue this Request for Qualifications/Proposals ("RFQ/RFP") to seek an experienced proposer ("Proposer") to provide trustee services in connection with the development, design, and construction of a new Stadium and some or all of the related Stadium Infrastructure in downtown Minneapolis, Minnesota (the "Project"), pursuant to 2012 Minnesota Laws, Ch. 299 (the "Act").

### Objectives

The objectives of engaging a trustee firm are to:

- Provide all trustee services associated with the Project (Other than trusteeship of FinCo);
- To work collaboratively with the title insurance company/disbursing agent;
- Provide opportunities for Disadvantaged Business Enterprises (DBE);
- Maximize the cost-effectiveness to the Authority and the Team; and
- Ensure transparency in the processing and disbursing of all Project funds, and meet the standards of prudent financial management.

### Summary of the Project's Ownership, Leasehold and Operations Profile

It is the intent of the Authority and the Team that the Project will be used as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities. As set forth in the Act, it is contemplated that the design, development, and construction of the Project will be a collaborative process between the Authority and the Team. The Team and the Authority have formed a stadium design and construction group (the "SDC Group") comprised of representatives of the Authority and the Team to direct and manage the design of the Project and oversee construction.

The Project is to be located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the "Existing Stadium") and also including additional adjacent land to be acquired in Minneapolis, Minnesota. The Preliminary Site Plan for the Project is attached hereto as **Exhibit A**. The Stadium will be designed to meet the standards required for a National Football League ("NFL") franchise as well as other programmatic uses consistent with other multipurpose facilities. The Project will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the SDC Group (the "Minimum Design Standards"). Construction of the Stadium and Stadium Infrastructure is anticipated to begin in the 3rd quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure to be achieved not later than July 1, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings' 2016 NFL season (the "Required Construction Schedule"). The Authority and the Team contemplate that the Team will play its games at the Existing Stadium as long as reasonably practical, and is thereafter expected to play for an interim period of time at the University of Minnesota football stadium after the Existing Stadium is demolished.

The total Project budget is established pursuant to the Act in an amount not to exceed \$975 million. As of the date of this RFQ/RFP, a budget of \$715 million has been established as the fixed limit of construction cost (the "Fixed Construction Budget") as the maximum amount available to be expended on the construction of the Project, which preliminary Budget may change from time to time in the discretion of the Authority and the Team.

The Team and the Authority will each have, under separate contracts, Owner's Representatives to advise the respective parties during the Project. In addition, where the Act contemplates that the SDC Group will engage an Owner's Representative, the Authority and the Team have agreed that depending upon which party, as between the Authority and the Team, has assumed the responsibility to provide for management of the construction of the Stadium pursuant to the Act (the "Stadium Developer"), the SDC Group shall appoint that party's Owner's Representative as the SDC Group Owner's Representative (the "Project Group Representative").

The Authority, with the approval of the Team, has entered into a Design Services Agreement with HKS, Inc. ("Architect") to serve as the Architect for the Stadium and certain Stadium Infrastructure, and a Construction Services Agreement with M.A. Mortenson Company ("Construction Manager") to serve as the Construction Manager for the Stadium and certain Stadium Infrastructure. Other portions of the Project may be designed and constructed by other parties to be determined by the Authority and the Team.

Under the Act, the Authority shall serve as the Stadium Developer. However, the Act also provides that prior to the time the Authority enters into a construction contract with a construction manager or program manager certifying a maximum price and a completion date as provided in the Act, at the request of the Team the Authority may authorize, such authorization not to be unreasonably withheld or delayed, the Team to provide for management of the construction of the Stadium and Stadium Infrastructure, in which event the Team must assume the role and responsibilities of the Authority for completion of construction in a manner consistent with the agreed Minimum Design Standards and design documents, subject to terms of the Act, including responsibility for cost overruns. The Team has not yet determined whether it will make such a request.

At this time, the Authority and Team intend to use the Construction Manager at Risk method of project delivery for the Stadium and certain Stadium Infrastructure. The Authority and the Team, consistent with the Act, may later elect to use the Design-Build method of project delivery, in which case the Design Services Agreement would be transferred to the Construction Manager, who would assume the Authority's obligations under the Design Services Agreement.

The Project is subject to a Preliminary Development Agreement between the Authority and the Team, and will be subject to a Development Agreement between the Authority and the Team (the "Development Agreement"). The Authority will own the Project, and the Team will enter into a Use Agreement with the Authority for its use of the Project (the "Use Agreement"). The Team will assign its rights in the Development Agreement and Use Agreement to Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company ("Stadco").

To finance a portion of the costs of construction of the Project, it is anticipated that a syndicate of bank and other commercial lenders (the "Lenders") will provide financing to Minnesota Stadium Funding Trust, a to-be-formed Delaware statutory trust ("FinCo"), which in turn will in turn enter into one or more sub-loan and/or sub-purchase

facilities (the “Sub-Facilities”) to finance Project costs. It is also anticipated that StadCo will grant one or more mortgage(s) in favor of FinCo to secure certain obligations of StadCo with respect to the Sub-Facilities, which mortgage(s) will, in turn, be collaterally assigned by FinCo to the Lenders (along with the related Sub-Facilities) as security for the financing provided to FinCo by the Lenders. The specific terms and provisions of such financing remain under negotiation and are subject to change.

## **Scope of Services**

The successful Proposer will be expected to provide all trustee services associated with the Project. The Authority and the Team will engage a firm to provide generally these services:

- Receive proceeds in trust from various funding sources and establish various trust accounts and sub-accounts as directed by the various Project agreements;
- Work collaboratively with the title insurer/disbursing agent;
- Invest cash balances as permitted under the various Project agreements and as directed by the Authority and the Team;
- Establish a system of reporting fund activity to the Authority and the Team, including the status of each fund and all transaction activity, including deposits, withdrawals, transfers, and investments; and
- Other services as may be necessary to carry out the duties of trustee.

It is expected that the Trustee will make one distribution per month to the title insurer/disbursing agent for the payment of Project Costs.

**Exhibit B** contains various information relating to the involved parties, estimated general sources and uses, and estimated construction timeline.

## **Format for Proposals**

Respondents should follow the format prescribed for in their proposals. Respondents are encouraged to be precise and concise in their submissions and refrain from presenting general promotional materials.

**A. Transmittal Letter**, not to exceed two pages, acknowledging your firm’s understanding of the Scope of Services and highlighting your ability to perform them.

### **B. General Firm Information**

1. Provide a brief description of your firm including firm’s name, location, and scope of capabilities.
2. Describe the location of your firm’s headquarters and offices from which services will be provided. If in separate offices describe method of efficiencies in coordinating service provision.

### **C. Corporate Trust General Information**

1. Provide a description of your corporate trust department, including number of employees and years of operation of your corporate trust department.
2. Describe your experience with providing the scope of services for projects of significant magnitude and duration.
3. What sets you apart from other corporate trust providers?

4. Describe any on-line client access or viewing capabilities that your trust system provides.

**D. Professional Staff**

1. Identify and provide background information on the key personnel who take the most active role(s) in providing the Scope of Services. Please note their specific experience in projects of similar magnitude, their specific role and their location. In your reference listing below please indicate any projects for which these staff performed similar services.
2. Describe other immediate staff resources which would realistically be available to support the key personnel.

**E. Disadvantaged Business Enterprises**

1. The Authority and the Team encourage Respondents to use DBE firms in the delivery of their services and products. To pursue this goal please explain how you would enlist their participation and at what level, or, if this is not possible, please describe why it is not possible.
2. In addition, please provide Minnesota Affirmative Action Data Page (attached **Exhibit D**).

**F. Conflicts of Interest**

Indicate any current or historical engagement or relationship with any public or private party that could potentially create a conflict of interest with the Authority, the Team, or other participants, and if any such conflicts exist how they would be mitigated.

**G. Notice of Litigation**

Provide information regarding any filed, pending or threatened litigation during the past five years against your firm involving any federal, state or local government unit or instrumentality.

**H. References**

Provide three references of your firm's work in major projects. Provide a short description of each such project and your services, and identify individuals associated with the project with whom you worked and their contact information.

**Compensation Proposal, Separate Submission**

The Authority and the Team want to select that firm which best meets their objectives. That firm may or may not have the lowest cost proposal but would provide the optimal overall cost effectiveness.

The compensation response format is included as **Exhibit C**. One copy of the form should be submitted to Mary Fox-Stroman and Steve Poppen in a separate envelope/electronic format entitled "Compensation Proposal" with the name of the Respondent. The compensation proposal should be submitted at the same time as the proposal.

## **Professional Advisors**

The Authority has retained other professional advisors to assist in this process. These advisors and their general areas of responsibility are as follows:

### Financial Advisor

David MacGillivray, Chairman  
Springsted Incorporated  
380 Jackson Street, Suite 300  
Saint Paul, MN 55101  
dmacgillivray@springsted.com

### Attorney

Jay Lindgren  
Dorsey & Whitney  
50 South Sixth Street, Suite 1500  
Minneapolis, MN 55402  
lindgren.jay@dorsey.com

The Team has retained the attorneys listed below to assist in this process:

Briggs and Morgan, P.A.  
80 South Eighth Street, Suite 2200  
Minneapolis, MN 55402  
sryan@briggs.com  
chaynor@briggs.com  
tbray@briggs.com

## **Selection Process**

The Authority and the Team will review and discuss the proposals. To the extent the Authority and Team determine interview(s) are required it will contact one or more Respondents.

## **Selection Criteria**

In its selection of professional services the Authority and the Team may exercise their discretion in the evaluating and deciding on the most advantageous service provider. To guide this process they have defined criteria for selection. These criteria are guidelines and not absolute standards. These guidelines should be viewed as reflecting the Authority's and the Team's objectives for this engagement, and therefore central to the final selection decision.

1. Demonstrated capacity to handle a project of this magnitude
2. Defined systems to efficiently and effectively process activity levels of this magnitude
3. Recordkeeping and reporting systems consistent with the high standards of public sector disclosure
4. Ease of administration
5. Possible Conflicts of Interest
6. Experience and location of professional staff
7. Potential to use Disadvantaged Business Enterprises
8. Cost

**Proposals are to be submitted no later than 12:00 noon prevailing Central Time on October 25, 2013.**

**Please send six hard copies and one (1) electronic copy of your proposal to the Authority and the same number of copies to the Team:**

For the Authority:

Mary Fox-Stroman, CPA, Director of Finance  
Minnesota Sports Facilities Authority  
900 South Fifth Street  
Minneapolis, MN 55415  
mary.fox-stroman@msfa.com  
612-335-3311

For the Team:

Steve Poppen, VP of Finance and CFO  
Minnesota Vikings Football, LLC  
9520 Viking Drive  
Eden Prairie, MN 55344  
poppens@vikings.nfl.net  
952-918-8363

**Questions**

Written questions only, letter or electronic, will be received by no later than **4:00 PM prevailing Central time on October 18, 2013**. Once all questions are received the Authority and Team will provide either written answers to all questions to all potential Respondents, or depending on the nature of the questions schedule a conference call with all Respondents to provide answers.

**Written questions should be sent to:**

David MacGillivray, Chairman  
Springsted Incorporated  
Contact Information:  
*see Professional Advisors Section*

Steve Poppen, VP of Finance and CFO  
Minnesota Vikings Football, LLC  
Contact Information:  
*see Address for Submission of Proposals*

**PROHIBITION AGAINST CONTACT**

**No Authority or Team individuals or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Authority and the Team reserve the right to reject the response of any respondent failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such respondent.**

**Selection Calendar**

The estimated calendar for selection is as follows:

- October 14, 2013 .....First Publication of Advertisement
- October 14, 2013 .....RFP Release
- October 18, 2013 .....Deadline for questions (4:00 PM, prevailing Central time)
- October 21, 2013 .....Responses to Questions Distributed
- October 21, 2013 .....Completion of Publication Period Requirement
- October 25, 2013 .....Proposals Due (12:00 noon, prevailing Central time)
- October 25-28, 2013 .....Selection Process, interviews if necessary
- October 28, 2013 .....Award (12:00 noon, prevailing Central time)

The Authority will send written notification to all respondents regarding the outcome of the contract award process once a recommendation is made for approval by the Authority and the Team.

## **General Items**

Note: When responding to this RFP, please follow all instructions carefully. Please submit proposal contents according to the outline specified and submit all hard copy and electronic documents according to the instructions. Failure to follow these instructions may be considered an unresponsive proposal and may result in immediate elimination from further consideration. Respondents should not withhold any information from the written response in anticipation of presenting the information orally, since interviews may not be conducted with all respondents.

All proposals submitted shall become the property of the Authority and the Team. At the discretion of the Authority or the Team, firms submitting proposals may be requested to make presentations as part of the evaluation process. Neither the Authority nor the Team will reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparations for attendance at a presentation. The Authority and the Team each reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional information necessary to assist in the Authority's and the Team's selection. All firms must be able to meet all of the requirements set aside in this RFP.

## **Contract Requirements**

This section outlines the technical and contract requirements as stipulated by the Authority and the Team.

- A. Each of the Authority and the Team reserves the right to accept, reject, or request changes in proposals. The Authority and the Team will work closely with the selected Respondent to develop or refine a detailed scope of work, schedule for completion of tasks, and costs associated with completed work included in the contract documents. Neither the Authority nor the Team is liable for any costs incurred by the respondent prior to contract issuance.
- B. The respondent must comply with all applicable Federal and State laws pertaining to contracts entered into by governmental agencies, including nondiscrimination in employment. Contracts entered into based on submitted proposals are revocable if contrary to law.
- C. Upon acceptance of a contract, the Authority and the Team will issue an award made in reference to this document. Contract documents will be subject to any regulations governed by the laws of the State of Minnesota. Any dispute arising out of the contract documents or their interpretation will be litigated only within the state courts of the State of Minnesota, Hennepin County District Court, or within an arbitration forum venued in Minneapolis, Minnesota.
- D. After the award, if the successful respondent refuses or fails to complete deliveries of the materials and/or professional services stated within the contractual agreement, either the Authority or the Team may, by written notice, terminate the contract under the terms of the contract.
- E. The contents of the proposal of the successful respondent may become contractual obligations if the Authority and the Team wish to execute a contract based on the submitted proposal. Failure of the successful

respondent to accept these obligations in a contract may result in cancellation of the award and such respondent may be removed from future solicitations.

**F. Severability and Survival**

If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

**G. Public Records and Requests of Confidentiality**

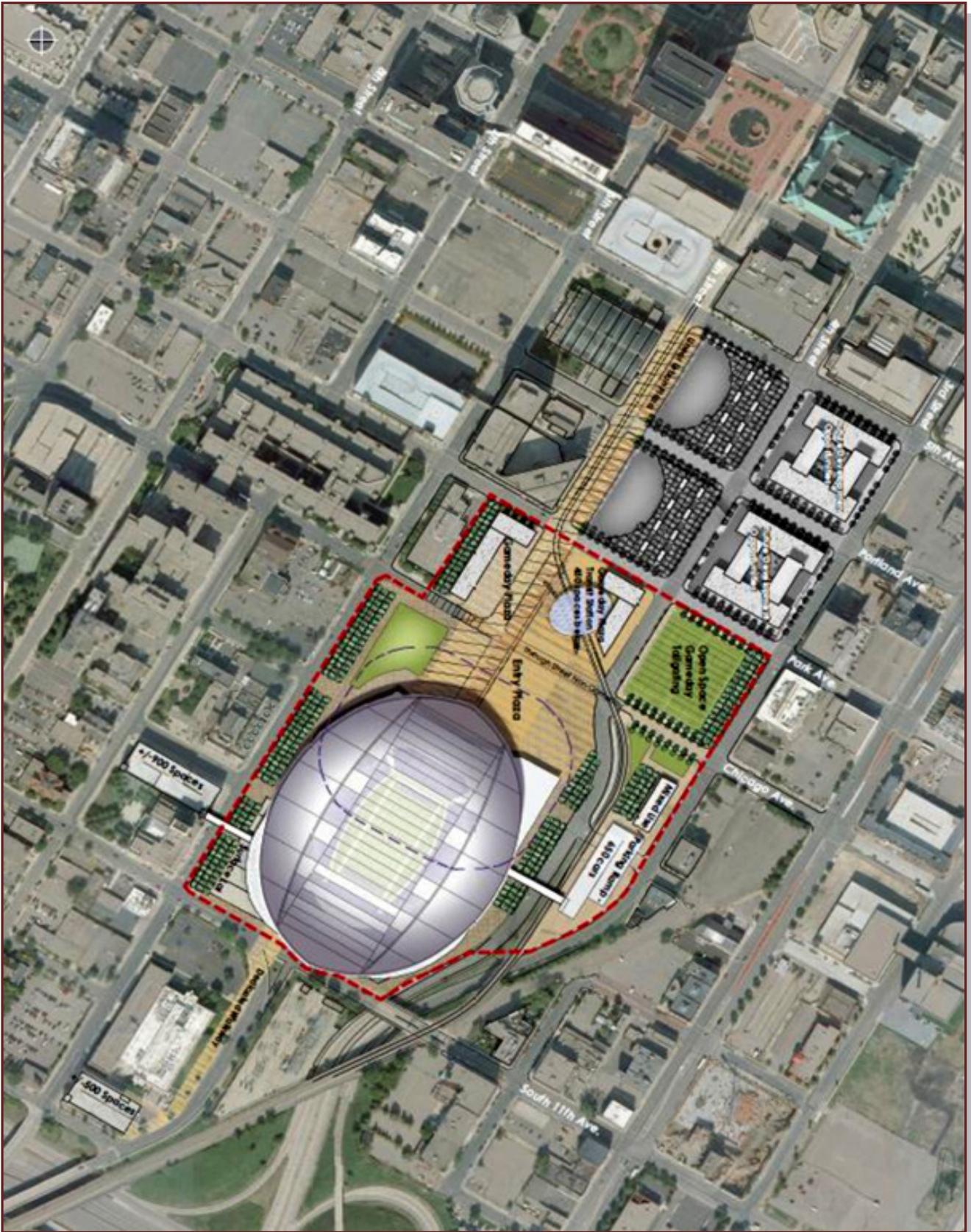
Pursuant to the Minnesota Government Data Practices Act, Minn. Stat § 13.591, the names of all entities that submitted a timely proposal to the Authority will be public once the proposals have been opened. All other information contained in the proposals remains private until the Authority has completed negotiation of a contract with the selected consultant. After a contract has been negotiated, all information in all of the proposals is public, except "trade secret" information as defined at Minn. Stat. § 13.37.

Requests for release of information held by the Authority are subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. ch 13. Respondents are encouraged to familiarize themselves with these provisions before submitting a proposal.

**H. All information submitted by a respondent eventually will be treated as public information by the Authority unless the respondent properly requests, and the Authority agrees, that information be treated as private or confidential. A respondent making such a request must include the name, address and telephone number of the individual authorized by the respondent to answer inquiries by the Authority concerning the request. The Authority reserves the right to make the final determination of whether the data identified in such request is private or confidential within the meaning of the Minnesota Government Data Practices Act. A respondent's failure to request private or confidential treatment of information pursuant to this section will be deemed by the Authority as a waiver by the respondent of any private or confidential treatment of information included in the proposal**

I. Minnesota Affirmative Action Data Page (attached **Exhibit D**). Include form with proposal.

Exhibit A: Preliminary Site Plan for the Project



## Exhibit B: Information Relating to the Project

### 1. Primary parties and roles to the Project

- a. *Authority.* The Minnesota Sports Facilities Authority was established by the legislature in 2012 and charged with the design, construction and operation of the new Stadium. The Authority is currently the fee owner of the Metrodome, and will be the fee owner of the new Stadium.
- b. *Team.* Minnesota Vikings Football, LLC is the owner of the Minnesota Vikings, an NFL franchise located in Minneapolis, Minnesota. The Team currently leases the Metrodome, and will lease the new Stadium, from the Authority pursuant to various lease, use and/or license agreements.
- c. *StadCo.* Minnesota Vikings Football Stadium, LLC is a bankruptcy-remote, special purpose entity formed to facilitate the financing of the Team's contribution to Stadium costs. The Team will assign to StadCo all right, title and interest of the Team to use and occupy the Stadium pursuant to one or more lease, use and/or license agreements with the Authority (including all revenues associated therewith) and, as such, StadCo will be the holder of the tenant's leasehold interest in the new Stadium. StadCo, in turn, will enter into one or more sublease, subuse and/or sublicense agreements with the Authority granting the Team certain use and related rights with respect to the Stadium.
- d. *FinCo.* Minnesota Stadium Funding Trust is a to-be-formed Delaware statutory trust organized to facilitate the financing of the Team/Private contribution to Stadium costs. As noted above, it is anticipated that a syndicate of bank and other commercial lenders (the "Lenders") will provide financing to FinCo, which in turn will in turn enter into one or more sub-loan and/or sub-purchase facilities (the "Sub-Facilities") to finance Stadium costs. It is also anticipated that StadCo will grant one or more mortgage(s) in favor of FinCo to secure certain obligations of StadCo with respect to the Sub-Facilities, which mortgage(s) will, in turn, be collaterally assigned by FinCo to the Lenders (along with the related Sub-Facilities) as security for the financing provided to FinCo by the Lenders. The specific terms and provisions of such financing remain under negotiation and are subject to change.
- e. *State of Minnesota.* It is anticipated that the State of Minnesota will enter into a grant agreement with the Authority, pursuant to which the State of Minnesota will agree to grant to the Authority certain funds to be used to pay Stadium costs.
- f. *General Contractor.* M.A. Mortenson Company has been retained as the construction manager for the Project pursuant to a Construction Services Agreement dated February 13, 2013.
- g. *Project Architects:* HKS, Inc. has been retained as the architect for the Project pursuant to a Design Services Agreement dated September 28, 2012.
- h. *Legal Counsel:* Legal counsel for the Authority is Dorsey & Whitney LLP and Fabyanske Westra Hart & Thomson, P.A. Legal counsel for the Team and StadCo is Briggs and Morgan, P.A. and Proskauer Rose LLP. Legal counsel for the Lenders is DLA Piper.

**2. Project Sources and Uses**

a. Total Uses

- i. Stadium Construction:.....\$715.9 million
- ii. Land acquisition and other infrastructure: .....\$65.5 million
- iii. FF&E and Technology: .....\$50.4 million
- iv. Soft Costs and Contingency:.....\$143.2 million
- v. Total Uses:.....\$975 million

b. Total Sources

- i. Authority/State: .....\$348 million
- ii. Team/Private:.....\$477 million
- iii. City of Minneapolis:.....\$150 million
- iv. Total Sources:.....\$975 million

**3. General description of anticipated construction schedule**

- a. Design and Pre-Construction: ..... September 2012 – November 2013
- b. Construction Phase:..... November 2013
- c. Metrodome Demolition Commencement: ..... Jan/Feb 2014
- d. Substantial Completion: ..... July 1, 2016

## Exhibit C: Form of Cost Proposal

(Name of Firm) submits this compensation proposal to provide the entire scope of services outlined in the Request for Proposals. In submitting this proposal, the Respondent understands any final compensation package will be subject to potential negotiations with the Authority and the Team.

The Authority and the Team are seeking respondents to be as detailed as possible in listing of potential costs to ensure comprehensiveness and clarity in the distinctions among firms.

1. Identify all fees you would anticipate for trustee services for the transaction delineating such fees into major components as initial fee, annual fee, legal fees and transaction fees.
2. Please indicate if you will require separate legal counsel. Identify the firm you propose to use and all cost of legal counsel representing the trustee that would be passed on to the Authority and the Team.

Please note any other fees or cost reimbursables not covered in the above. Also please note any exceptions from these listed cost categories.

Submitted

\_\_\_\_\_  
Name of firm

\_\_\_\_\_  
Name of Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer Signature

# EXHIBIT D: Affirmative Action

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

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

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

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with

applicable Federal Affirmative Action requirements.

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

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

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

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

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

**BOX D – For all companies**

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

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

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

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

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

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

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

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East Fifth Street, Suite 700  
Saint Paul, MN 55101

Metro: (651) 296-5663  
Toll Free: (800) 657-3704

Fax: (651) 296-9042  
TTY: (651) 296-1283

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)