



Scott County
Community Development Agency

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SCOTT COUNTY COMMUNITY DEVELOPMENT AGENCY
(“Scott County CDA”)
SHAKOPEE, MINNESOTA
REQUEST FOR PROPOSALS FOR BOND COUNSEL

Issued: June 2, 2017

Proposals Due: Thursday, June 22, 2017

**SCOTT COUNTY CDA, Shakopee, MINNESOTA
REQUEST FOR PROPOSALS FOR BOND COUNSEL**

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SECTION I: INTRODUCTION AND PROCUREMENT PROCESS

The mission of the Scott County Community Development Agency (CDA) is to strengthen the communities of Scott County by providing affordable housing opportunities to low and moderate income families, promoting economic development, and fostering coordination of public and private resources.

The power and duties of the Scott County CDA is those as set forth in the applicable laws, “Municipal Housing Act” contained in Minnesota Statutes, Chapters 469.001-469-047 with amendments, and those provisions of the special law applicable to Scott County, Chapter 473, Minnesota Laws of 1974.

Scott County CDA desires to solicit proposals for bond counsel and other municipal finance legal services. The issuance of this Request for Proposal (“RFP”) constitutes only an invitation to submit proposals to the Scott County CDA. It is not to be construed as an official request for bids, but as a means by which the Scott County CDA can acquire information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to negotiate and is not a bid.

The Scott County CDA 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, the RFP.

The RFP does not commit the Scott County CDA 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 Scott County CDA.

It is understood that any proposal received and evaluated by the Scott County CDA can be used as a basis for direct negotiation of the cost and terms of a contract between the Scott County CDA and the particular firm submitting such a proposal. The Scott County CDA 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 this proposal, it is understood by the proposer that the Scott County CDA reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that the Scott County CDA deems are in its best interest.

Evaluation of proposals by staff, advisory committees, or by any other person is advisory only. The Scott County CDA Board may consider or reject such evaluations or recommendations for any or all proposals. Such evaluations are for the sole benefit of the Scott County CDA Board, and as such, they are not binding upon the Scott County CDA nor may they be relied upon in any way by a proposer.

The Scott County CDA reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. The Scott County CDA 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 Scott County CDA to enter into a contract with the firm(s) with which the Scott County CDA can make the most satisfactory arrangements for its needs.

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

SECTION II: BACKGROUND

The Scott County CDA is soliciting proposals for bond and issuer's counsel and related legal services for a five year period commencing August 8, 2017, upon approval by the Board of Commissioners. The Scott County CDA, however, is under no obligation to include services for such representation in any bond counsel contract.

The Scott County CDA may issue its bonds or other obligations as provided in Minnesota State Statutes 469.001 to 469-047. See Exhibit A for Scott County CDA's outstanding bond issues.

The Scott County CDA is seeking a firm that has multi-specialty resources that can be accessed, if needed, for any given transaction, and that can bring together persons with diverse experience and knowledge to support the Scott County CDA in its debt financing goals.

SECTION III: SUBMISSION OF PROPOSALS

Each proposer must submit an original and four (3) copies of the proposal to the addressee shown below. The first page of the original must have the original signature of the officer who will be accountable for all representations. Unsigned proposals may be considered invalid. Proposals must be received by the Scott County CDA no later than 4:30 p.m., Central Daylight Time (CDT), on June 22, 2017, at the following address:

Scott County Community Development Agency
Attn: Linda Janovsky
Bond Counsel Services – 13-2017
323 South Naumkeag Street
Shakopee, MN 55379

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

SECTION IV: RULES GOVERNING REQUEST FOR PROPOSALS

A. RIGHT TO AMEND/WITHDRAW RFP

The Scott County CDA reserves the right to add to, amend, withdraw and/or cancel, 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. If any part of the RFP is revised, addenda to the RFP will be provided to all proposers provided a copy of the RFP.

B. PROPOSAL CONDITIONS

- 1. Public Record/Confidentiality** - Proposals submitted become a matter of public record after the Scott County CDA has completed negotiating the contract with the successful proposer. Information supplied by the proposer to the Scott County CDA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. 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 Minnesota Statute Section 13.37. If the proposer believes any non-public information will be supplied in response to the RFP, the proposer shall take reasonable steps to identify and provide reasonable justification to the Scott County CDA 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 Scott County CDA 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 Scott County CDA will not consider any cost or hourly rate information 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 supporting justification is not a valid reason to declare the document confidential.

- 2. Award** - The Scott County CDA reserves the right not to award a contract to any proposer. If the Scott County CDA decides to award a contract(s), the Scott County CDA will award a contract(s) to the qualified proposer(s) whose proposal the Scott County CDA determines best meets the needs of the Scott County CDA. The Scott County CDA reserves the right to award a contract(s) other than to the lowest priced proposal. The Scott County CDA reserves the right to award a contract(s) to a non-proposer.
- 3. Ownership of Materials Submitted** - All material submitted becomes the property of the Scott County CDA and will not be returned.
- 4. Proposers' Costs** - The Scott County CDA 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.
- 5. Use of Proposal Ideas** - The Scott County CDA reserves the right to use any or all proposer service ideas presented. Selection or rejection of the proposal does not affect this right.

C. CONTACT BETWEEN PROPOSER AND SCOTT COUNTY CDA

Inquiries concerning any aspect of this RFP and contract award should be submitted, in writing, by June 15, 2017, via email to:

Linda Janovsky
ljanovsky@scottcda.org

SECTION V: SCOPE OF SERVICES

1. Review proposed financing with issuer's staff and financial advisor. Do all necessary legal research to ensure that financings can be undertaken in accordance with applicable laws.
2. Review proposed financing terms with issuer's staff and financial advisor; provide advice and suggestions as warranted.
3. Attend meetings with staff, financial advisor and meetings of the Scott County CDA Board.
4. Prepare resolutions calling for sale, notice of sale and terms and conditions of sale, awarding sale and other necessary resolutions.
5. Assist in preparation of offering documents.
6. Provide legal advice on disclosure issues and requirements.
7. Prepare necessary documentation as appropriate.
8. Prepare all necessary closing papers and Internal Revenue Service forms.
9. Review completed bond transcript and deliver approving opinion.
10. Participate in contract negotiations as needed and assigned.
11. Perform real estate and title work on pertinent financing as assigned; complete and file all necessary forms.
12. Provide advice on arbitrage calculations and arbitrage rebate matters.
13. Provide legal advice and/or opinions related to investment transactions as requested and directed by the Scott County CDA.
14. Provide information to issuer's staff relating to law changes that may be of interest to issuer.
15. Provide legal advice on use of bond proceeds as requested.
16. Assist in coordinating multi-specialties on complex bonding/development projects.
17. Provide legal advice and opinions as requested.

If your firm has suggested alternative or additional contractual services, please include the details in the proposal.

SECTION VI: SELECTION OF PROPOSAL

1. **Criteria Compliance** - The Scott County CDA 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.

2. **Submission of Alternatives** - Although this RFP specifies minimum requirements for completion of the proposal and should be responded to in all respects, proposers are invited and encouraged to submit alternatives, including alternate fee proposals, that may be of interest to the Scott County CDA.
3. **Additional Information Requests** - The Scott County CDA reserves the right to request additional information from proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the Scott County CDA 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.
4. **Oral Presentations** – During the evaluation process, the Selection Committee may, at its discretion, request firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations.
5. **Final Selection** – The Scott County CDA Board will select a firm based upon the recommendation of the Selection committee. It is anticipated that a firm will be selected July 11, 2017, upon approval of the Scott County CDA Board, with a contract subsequently executed between both parties.
6. **Selection Committee** - The selection committee will be comprised of the Scott County CDA Executive Director, Scott County CDA Finance Director, and Scott County CDA Board Secretary/Treasurer.

SECTION VII: FORMAT AND CONTENT OF PROPOSAL

In order to be considered for selection, proposers must submit a complete response to this RFP. Please prepare your proposal in the order shown below and limit the response to 20 pages, exclusive of transmittal letter and any appendices showing the requested tabular data.

TRANSMITTAL LETTER

A brief transmittal letter prepared on the proposer's business stationery should accompany the original and required copies of the proposal. The letter must be signed by an individual authorized to bind the proposer to all statements, including services and prices, contained in the proposal. The transmittal letter should also indicate that, if selected, the proposer will execute a contract materially the same as contained in Exhibit B.

1) QUALIFICATIONS (KNOWLEDGE, EXPERTISE, CAPABILITIES) (30 points)

- A. Please state your firm's name, including its organizational form (i.e. partnership, corporation, etc.), address, and date of formation or establishment of firm. If a corporation, list the state and date of incorporation. If other than a corporation, list all general partners, joint venturers and persons or entities with an interest of ten percent (10%) or more in the proposer, indicating the title, if any, and the percentage of the interest of each.

- B. Describe your firm's experience serving as bond counsel, with emphasis on local, regional or state issuers on debt transactions. Provide this information in a list comprised of transactions closed since January 1, 2013 to the present. Clearly highlight engagements with Minnesota issuers. In this list, please include the following information:
- a. Name of issuer
 - b. Type of financing (bonds, notes, lease obligations, commercial paper, etc.)
 - c. Amount
 - d. Purpose of issue (new money, refunding/restructuring)
 - e. Tax status
 - f. Credit structure (general obligation, revenue, appropriation, etc.)

This list may be included as an appendix and is not subject to the page limitation.

Please identify other areas of expertise in the area of municipal finance work that may be of value to the Scott County CDA, such as taxation, banking, real estate, housing programs, re-development activities, etc. In addition, please specifically identify any prior work your firm has had in representing the Scott County CDA.

- C. Identify the names of the attorneys that will be assigned to work directly on this engagement, their academic credentials and relevant experience. Please separately identify all of the resources available to the firm including the number of partners, associates, paralegals, law clerks and support staff who could be assigned to this work.
- D. Provide information on the status and/or outcome of any litigation, regulatory or administrative proceeding adverse to your firm in any of the municipal finance related professional activities of the firm since January 1, 2013.

2) PLAN FOR PROVIDING SERVICES (25 Points)

- A. Briefly describe your firm's approach to providing bond counsel services to the Scott County CDA based upon the Scope of Services outlined in Section V. Are there other services the Scott County CDA has not identified that would, in your firm's judgment, be beneficial to the Scott County CDA to consider adding to this engagement?
- B. Identify any suggestions your firm might have to improve the Scott County CDA's debt management program.
- C. Please identify any benchmarks or other factors that you believe will be useful in measuring and evaluating your firm's performance if selected to serve as the Scott County CDA's bond counsel.

3. REFERENCES (25 Points)

Please provide at least three relevant client references. These references must include engagements on which the principal attorneys expected to work with the Scott County CDA played a lead role in providing bond counsel services. Furnish the name, title agency, email address and telephone number for each reference.

4. FEE PROPOSAL (20 Points)

The Scott County CDA is seeking counsel to advise regarding real estate development, compliance with applicable statutory requirements, to act as bond counsel, issuer's counsel, and disclosure counsel in connection with the CDA's issuance of bonds.

Indicate whether or not the tax status of the obligation affects the fee proposal. In addition, state the normal hourly rates charged by the persons who will or may be assigned to perform services for the Scott County CDA and the discounted rate which will be charged to the Scott County CDA.

CONFLICTS OF INTEREST

Please disclose any conflicts of interest your firm may have involving Scott County CDA. Such potential conflicts would include, but not be limited to, past representation of clients adverse to the Scott County CDA and Related Entities in litigation or administrative proceedings within the last five years; present representation of clients who have placed the Scott County CDA and Related Entities on notice of potential claims or disputes; or representation of clients in contract negotiation or lobbying activities involving the Scott County CDA and Related Entities.

SECTION VIII: GENERAL CONTRACT PROVISIONS

The language contained in Exhibit B, attached and incorporated herein by this reference, is mandatory language which will be included in any contract entered into between the Scott County CDA and the successful proposer(s).

EXHIBIT A
SCOTT COUNTY CDA's OUTSTANDING BOND ISSUES

Issue Listing

Monday, January 09, 2017
1:05:20 PM

Springsted Incorporated

Task	Bond Issue Name	Par	Closing Date	Maturity Date	Redemption Date	Next Calc Due	Frequency	Final Calc Date	Contract
Primary Entity Number: 001607 Scott County Community Development Agency									
Status: Active									
Contract: Taxable									
Task Number: 016 Taxbl Tax Incr Dev Rev Ref, 2006D									
016	Taxbl Tax Incr Dev Rev Ref Bonds, Series 2006D(Shakopee)	905,000.00	7/27/2006	2/1/2018		7/27/2011	60		Taxable
Task Number: 022 Taxbl GO Gov Dev Bonds, Series 2010C									
022	Taxbl GO Gov Dev Bonds, Series 2010C	450,000.00	12/14/2010	2/1/2017		12/14/2015	60		Taxable
Contract: Yes - Std									
Task Number: 001 Facility Lease RevRef Bond, 2008A									
001	Facility Lease Rev Ref Bonds, Series 2008A (City of Savage Long Term Lease)	2,400,000.00	4/1/2008	2/1/2029		4/1/2018	60		Yes - Std
Task Number: 003 Govt Dev Bonds(BABs & RZEDs), 2010AB									
003	Gov Dev Bonds (RZED's), Series 2010B	4,445,000.00	12/14/2010	2/1/2045		1/31/2020	60		Yes - Std
	Govt Dev Bonds(BAB's), Series 2010A	1,780,000.00	12/14/2010	2/1/2028					
Task Number: 004 Govt Dev Bonds, Series 2012C									
004	Governmental Development Bonds (Scott County, Minnesota, Unlimited Tax General Obligation - Brentwood Court Project), Series 2012C	7,110,000.00	5/8/2012	2/1/2047		2/1/2017	60		Yes - Std
Task Number: 005 Govt Dev Ref Bonds, 2012B (Northridge)									
005	Govt Dev Ref Bonds, Series 2012B (Northridge)	5,885,000.00	4/26/2012	2/1/2034		4/26/2017	60		Yes - Std
Task Number: 006 Govt Ref Bonds, Series 2010									
006	Govt Ref Bonds, Series 2010	5,370,000.00	11/4/2010	2/1/2036		1/31/2020	60		Yes - Std
Task Number: 017 Gov Dev Ref Bonds, Series 2013A									
017	Gov Dev Ref Bonds, Series 2013A	2,330,000.00	12/26/2013	2/1/2027		12/26/2018	60		Yes - Std
Task Number: 018 Limited Spec Ben Tax Ref Bonds, 2013B									
018	Limited Spec Ben Tax Ref Bonds, 2013B	1,135,000.00	12/26/2013	2/1/2027		12/26/2018	60		Yes - Std
Task Number: 019 Gov Dev Ref Bonds, Series 2013C									
019	Gov Dev Ref Bonds, Series 2013C	2,880,000.00	12/26/2013	2/1/2033		12/26/2018	60		Yes - Std
Task Number: 020 Gov Tax Inc Dev Ref Bonds, Series 2013E									
020	Gov Tax Inc Dev Ref Bonds, Series 2013E (SCCDA)	1,220,000.00	12/26/2013	2/1/2023		12/26/2018	60		Yes - Std
Task Number: 021 Housing Dev Rev Bonds, 2007 (Glendale)									
021	Housing Dev Rev Bonds, 2007 (Glendale)	7,360,000.00	10/4/2007	2/1/2042		1/31/2017	60		Yes - Std
Task Number: 023 GO Gov Hsg Dev Bonds, Series 2015									
023	GO Gov Hsg Dev Bonds, Series 2015	7,930,000.00	11/5/2015	2/1/2048		11/5/2020	60		Yes - Std

EXHIBIT B
CONTRACT REQUIREMENTS

General conditions of any contract entered into between the Scott County CDA and a successful proposer shall include, but not be limited to, the following provisions:

1. SUBCONTRACTING AND ASSIGNMENT

The Bond Counsel shall not enter into any subcontract for performance of any services contemplated under this agreement nor novate or assign any interest in the agreement without the prior written approval of the Scott County CDA. Any assignment or novation may be made subject to such conditions and provisions as the Scott County CDA may impose.

If the Bond Counsel subcontracts the obligations under this agreement, the contractor shall be responsible for the performance of all obligations by the subcontractors.

2. INDEPENDENT CONTRACTOR

It will be agreed that nothing within the contract is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties or as constituting the Bond Counsel as the agent, representative, or employee of the Scott County CDA for any purpose or in any manner whatsoever. The Bond Counsel is to be and shall remain an independent Contractor with respect to all services performed under this agreement.

The Bond Counsel will secure, at its own expense, all personnel required in performing services under the agreement. Any and all personnel of the Bond Counsel or other persons, while engaged in the performance of any work or services required by the Bond Counsel under this agreement shall have no contractual relationship with the Scott County CDA and shall not be considered employees of the Scott County CDA.

3. INDEMNIFICATION

The Bond Counsel agrees it will defend, indemnify and hold harmless the Scott County CDA, its officers and employees against any and all liability, loss, costs, damages, and expenses which the Scott County CDA, its officers, or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts or omissions of the Bond Counsel in the performance of this agreement.

4. ALTERATION/ MODIFICATION

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

Any alteration, modification, or variation deemed not to be material by agreement of the Scott County CDA and the Contractor shall not require written approval.

5. INSURANCE REQUIREMENTS

The Bond Counsel agrees that in order to protect itself, as well as the Scott County CDA, under the indemnity provisions set forth above, it will at all times during the term of this Agreement, keep in force the following insurance protection in the limits specified:

1. Commercial General Liability/Professional Liability with contractual liability coverage in the amount of the Scott County CDA's tort liability limits set forth in Minnesota Statute 469.014 and as amended from time to time.
2. Automobile coverage in the amount of the Scott County CDA's tort liability limits in statutory amount and as amended from time to time.
3. Worker's Compensation in statutory amount.

Prior to the effective date of this Agreement, the Bond Counsel will furnish the Scott County CDA, with certificates of insurance as proof of insurance. This provision shall be set as a condition subsequent; failure to abide by this provision shall be deemed a substantial breach of contract.

Any policy obtained and maintained under this clause shall provide that it shall not be cancelled, materially changed, or not renewed without thirty day's notice thereof to the Scott County CDA.

6. STANDARDS

The Bond Counsel shall comply with all applicable Federal law, State statutes, Federal and State regulations, and local ordinances now in effect or hereafter adopted.

Failure to meet the requirements of the above shall be a substantial breach of the agreement and will be cause for cancellation of this contract.

7. AUDITS, REPORTS, RECORDS AND MONITORING PROCEDURES/RECORDS AVAILABILITY & RETENTION.

Pursuant to Minn. Stat. section 16C.05 subd. 5, the Contractor/Consultant will:

- A. Maintain records which reflect all revenues, costs incurred and services provided in the performance of this Agreement.
- B. Agree that the Scott County CDA, its governing body, the State Auditor, or legislative authority, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices and involve transactions relating to this agreement. The Contractor agrees to maintain and make available these records for a period of six (6) years from the date of the termination of this agreement.

8. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the contractor, because of this agreement, is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as federal regulations on data privacy.

9. CONFLICT OF INTEREST

The Bond Counsel affirms that, to the best of Bond Counsel's knowledge, Bond Counsel's involvement in this Agreement does not result in a conflict of interest with any party or entity which may be affected by the terms of this Agreement. The Bond Counsel agrees that, should any conflict or potential conflict of interest become known to Bond Counsel, Bond Counsel will immediately notify the Scott County CDA of the conflict or potential conflict, specifying the part of this

Agreement giving rise to the conflict or potential conflict, and will advise the Scott County CDA whether Bond Counsel will or will not resign from the other engagement or representation.

10. UNAVAILABILITY OF FUNDS

The purchase of services from the Bond Counsel under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources. The Scott County CDA may immediately cancel this Agreement, or a portion of the services to be provided under this Agreement, if the funding for the services is no longer available to the Scott County CDA. Upon receipt of the Scott County CDA's notice of cancellation of the Agreement, or of a portion of the services to be provided under this Agreement, the Bond Counsel shall take all actions necessary to discontinue further commitments of funds to the extent they relate to the Agreement or the portions of this Agreement for which funding has become unavailable.

11. JURISDICTION & VENUE

This contract, amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. All actions brought under this agreement shall be brought exclusively in Minnesota State Courts of competent jurisdiction with venue in Scott County CDA.

12. ENTIRE AGREEMENT

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

13. NONDISCRIMINATION

The Contractor agrees to comply with the nondiscrimination provision set forth in Minnesota Statute 181.59. The Contractor's failure to comply with section 181.59 may result in cancellation or termination of the agreement, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

14. CONTRACTOR DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION.

Federal Regulation 45 CFR 92.35 prohibits the Scott County CDA from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subdivision 2, provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the Scott County CDA. Contractors may be suspended or debarred when it is determined through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this agreement, the contractor certifies that it and its principals* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state, or local governmental department or agency; and
- B. Have not within a three year-period preceding this agreement: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction or contract, 2) violated any federal or state antitrust statutes, or 3) committed

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state, or local government) transaction, 2) violating any federal or state antitrust statutes, or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s), that will perform work pursuant to this agreement, are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the contract manager should the contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining or performing a public (federal, state, or local government) transaction, violating any federal or state antitrust statute, or committing embezzlement, theft, forgery, bribery, falsification of records, making false statements, or receiving stolen property.

* Principals, for the purpose of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity.

15. TRANSITION OR CONTINUITY OF SERVICE UPON EXPIRATION OF CONTRACT

At such a time as the Bond Counsel and County relationship is terminated, the Bond Counsel agrees to transfer to the Scott County CDA or continue to maintain such records or documents as would be relevant to defend county interests against enforcement actions or audits by regulatory agencies. These materials shall be maintained in a usable format for the duration of the debt issue life and for any subsequent period to which any debt issues are subject to enforcement action or audit.