

**MINNESOTA SPORTS FACILITIES AUTHORITY
900 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415**

**REQUEST FOR PROPOSALS
Tent Services for H.H.H. Metrodome**

REQUEST FOR PROPOSAL
MINNESOTA SPORTS FACILITIES AUTHORITY – Tent Services

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REQUEST FOR PROPOSALS TENT SERVICES

I. INTRODUCTION AND PROCUREMENT PROCESS

The Minnesota Sports Facilities Authority (the "MSFA") is soliciting proposals for Tent Services at the H.H.H. Metrodome. The MSFA is a public body; a political subdivision of the State of Minnesota.

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

The MSFA reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

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

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

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

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

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

II. SCOPE OF SERVICES

See Attached Specifications

III. SUBMISSION OF PROPOSALS

Each proposer must submit an original and three (3) hard copies of the proposal and a copy in electronic format. The MSFA must receive proposals no later than 1:00 p.m., Central Time (CT), July 15, 2013, at the following address:

Bobbi Ellenberg
Event Services Manager
Minnesota Sports Facilities Authority
900 South Fifth Street
Minneapolis, MN 55415
E-mail: bobbi.ellenberg@msfa.com
RE: Tent Consulting Services

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

IV. TIMELINE

- A. June 28, 2013 – Advertisement of Request for Proposals
- B. July 2, 2013 – Specifications available.
- C. July 10, 2013 – Deadline for Submittal of Questions.
- D. July 15, 2013- 1:00 p.m., Submittal of Proposal Due.

MSFA reserves the right to modify this Proposal Timeline.

V. RULES GOVERNING RFP PROCESS

A. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

- 1. Proposal Status** - The issuance of this RFP constitutes only an invitation to submit proposals to the MSFA. It is to be distinguished from a bidding situation and is not to be

construed as an official and customary request for bids, but as a means by which the MSFA can facilitate the acquisition of information related to the purchase of Consultant services. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.

- 2. Economy of Preparation** - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Technical literature about the Proposer's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content.
- 3. Proposal Signature** - Each proposal shall be signed by a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.
- 4. Modification or Withdrawal of Proposal** - Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. No oral, telephonic, e-mail, or facsimile (FAX) proposals or modifications will be considered.

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

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

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

- 5. Extension of Time** - The MSFA reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal a written request should be forwarded no later than two (2) business days prior to the due date of this RFP. The request should be directed to the address noted in Section V (D) (1), Contact between Proposer and the MSFA - Questions. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. The MSFA reserves the right to extend the submission deadline only at the discretion of the MSFA and not at the mere request of the Proposer(s). In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.

6. **Addenda** - The MSFA reserves the right to add, change, or delete any provision or statement in the RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFP, addenda to the RFP will be provided to all Proposers who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.
7. **Right to Withdraw RFP** - The MSFA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

B. PROPOSAL CONDITIONS

1. **Public Record** - Proposals submitted become a matter of public record. For additional information regarding those portions of a proposal that the Proposer might regard as a trade secret or confidential, Proposer should review the pertinent provisions of Exhibit A, General Provisions, herein attached.
2. **Service Method Variations** - It is recognized that each Proposer may have unique or typical methods of service delivery. It is not the intention of the RFP to disqualify a Proposer due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. **Award** - The MSFA reserves the right not to award a contract to any Proposer. If the MSFA decides to award a contract(s), the MSFA will award a contract(s) to the qualified Proposer(s) whose proposal the MSFA determines best meets the needs of the MSFA. The MSFA reserves the right to award a contract(s) other than to the lowest priced proposal. The MSFA reserves the right to award a contract(s) to a non-Proposer(s).
4. **Ownership of Materials Submitted** - All material submitted becomes the property of the MSFA and will not be returned.
5. **Proposers' Costs** - The MSFA shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.
6. **Use of Proposal Ideas** - The MSFA reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.
7. **Sub consultants** - If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the Proposer (Consultant/Contractor), who will be required to assume responsibility for the total project. Any proposed sub consultant(s) will be subject to the MSFA's approval and should be identified in the Proposal.
8. **Performance Standards** - If awarded the contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted professional standards. The prospective Contractor

further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.

9. **Licenses and Permits** - The Consultant shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the MSFA.
10. **Insurance** - The Consultant or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

C. CONTRACT AWARD AND CONTRACT

1. **Award Discretion** - While the MSFA may ultimately decide to enter into a contract with that person or firm with which the MSFA can make the most satisfactory arrangement for meeting its needs, the MSFA is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.
2. **Multiple Firms** - The MSFA may retain more than one (1) firm. If a Proposal is limited to certain responsibilities, the Proposal must clearly state the work proposed to be performed, and the items not included in the Proposal.
3. **Submission of Contract Documents** - Within ten (10) business days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute two (2) duplicate originals and return them to the MSFA. Such contract shall be prepared by the MSFA and the contract terms shall consist of this RFP (and any and all addenda thereto and all material attached to and made a part of the RFP), the terms of the Proposal as such terms are finally accepted by the MSFA, as well as all other provisions which the MSFA agrees may be included in the contract.
4. **Changes** - The MSFA shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written contract amendment issued by the MSFA and bearing the acceptance endorsement of the Consultant. Deletions from the scope of work required may be made at the sole discretion of the MSFA.
5. **Failure to Execute Contract** - The MSFA reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract (two duplicate originals) within ten (10) days after receipt of said award notification and a receipt of contract forms. The re-award to another Proposer shall be in addition to any other right or remedy available to the MSFA under this RFP, contract law, statute, and/or in equity.
6. **General Provisions** - The General Provisions, which include the General Insurance Provisions for project Services contracts, are included as Exhibit A and are herein incorporated by reference. If a Proposer has a concern or objection to any of these provisions, it should so indicate in its proposal. The MSFA reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at the MSFA's discretion.

- 7. Non-Waiver of Defaults** - Any failure by the MSFA to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the MSFA to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

D. CONTACT BETWEEN PROPOSER AND THE MSFA

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

Address: Minnesota Sports Facilities Authority (MSFA)
900 South 5th Street
Minneapolis, MN 55415

Contact Person:

Bobbi Ellenberg
Events Services Manager
E-mail: bobbi.ellenberg@msfa.com

The MSFA will accept written inquiries by electronic mail. The closing date for receipt of written questions will be on July 10, 2013, by noon, CT.

- 2. Interpretation of Documents** - If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of the RFP or other proposed Contract Documents; the Proposer may submit to the MSFA, at the address noted in Section V (D)(1) above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of addenda to the RFP. Proposers shall rely only on the RFP and addenda in preparing and submitting a Proposal.
- 3. Errors** - Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the MSFA immediately, at the address noted in Section V (D)(1) above, in writing no later than July 10, 2013, by noon, CT.

VI. SELECTION OF PROPOSAL

A. PROPOSAL RECOMMENDATION

- 1. Selection Committee** - The Commissioners of the MSFA shall have final decision-making regarding the MSFA award of any and all contract(s) resulting from this RFP. The Chair may designate a Selection Committee to make a recommendation to the Commissioners of the MSFA.
- 2. Evaluation of Proposals** - Evaluation of proposals by the Selection Committee, MSFA staff, or by any other group, individual or entity, are advisory only. Such evaluations are for the sole benefit of the Commissioners of the MSFA and may not be relied upon by any Proposer.

B. SELECTION PROCESS

- 1. Evaluation Factors** - Evaluation factors shall include, but are not limited to, the following:
 - Proposer's expertise, experience, and service capabilities.
 - Proposer's key staff proposed to be assigned to perform work for the Authority
 - Proposer's past performance.
 - Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.

 - Cost (fees and/or commissions)
- 2. Criteria Compliance** - The MSFA reserves the right to determine, in its sole and absolute discretion, whether any aspect of a Proposal satisfactorily meets the criteria established in this RFP.
- 3. Submission of Alternatives** - Although this RFP specifies minimum requirements for tent services and should be responded to in all respects, Proposers are invited to submit alternatives that may be of interest to the MSFA.
- 4. Additional Information Requests** - The MSFA reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the MSFA may require the presence of Proposer's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.
- 5. Conditions of Award** - The MSFA may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the MSFA.

VII. CONTENT OF PROPOSAL

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

A. QUALIFICATIONS (KNOWLEDGE, EXPERTISE, CAPABILITIES)

- 1. Proposer History** - A statement giving a brief history of the Proposer's organization; how it is organized, and how its available resources will be utilized for the MSFA.
- 2. Proposer Qualifications** - Information which highlights Proposer's particular expertise and experience to provide insurance agent/broker services as outlined in the Scope of Services section. Provide examples of similar clients in size and scope with the appropriate references.
- 3. Assignment of Professional Staff** - The Proposer must identify the specific staff that will be responsible for the contemplated services.

B. BUDGET INFORMATION

- 1. Fees** – Each proposal should include fee for the identified services and a separate fee or rate for additional services that are recommended.
- 2. Cost Terms** - Each proposal should be submitted in the most favorable terms with respect to costs and in a complete and understandable form.

C. ADDITIONAL PROPOSAL CONTENTS

- 1. Insurance** - Ability to ensure appropriate coverage.
- 2. Supplemental Information** - Any supplemental information which the Proposer thinks will be valuable to the MSFA in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.
- 3. Minnesota Affirmative Action Data Page (attached Exhibit B)** – Include form with proposal.

VIII. GENERAL PROVISIONS

A. CONFIDENTIALITY

Information supplied by the Proposer to the MSFA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Sections 13.01 et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to 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 MSFA regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Proposer agrees as a condition of submitting a proposal that the MSFA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

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

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

EXHIBIT A

EXHBIT A IS ATTACHED.

EXHIBIT B

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

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

How to determine which boxes to complete on this form:

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

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

Your response will be rejected unless your business:

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

–or–

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

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

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

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

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

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

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

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

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

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

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

BOX D – For all companies

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

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

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

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th Street, Suite 700

St. Paul, MN 55101

Website: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

EXHIBIT C

Attached is the insurance Exhibit C

Tent Services for H.H.H. Metrodome

Equipment Specifications:

Metrodome Picnic Area (VIP Tent)

1. 20 meter x 40 meter (9'Legs) (66' x 132'/8'legs) structure with snow-load bracing. Overall peak height no taller than 19.5'. Clear gable end to remain on structure for the entire MN Vikings season.
2. 20' x 15' Clearspan-Double wall entrance vestibule.
3. 20'x 10' Clearspan to connect 20 meter structure to kitchen building.
4. Engineered sidewall tension system.
5. Obtain appropriate permits for the Minneapolis Fire Marshal.
6. Fire extinguishers-6 total.
7. Lighting fixtures throughout structure. Describe lighting package. Indicate pricing for all suggested lighting.
8. Electrical cables run to permanent fixtures inside structure. Permanent fixtures include lights, television monitors and exit lights.
9. 3-full view double doors with auto-closures (locking). 1-full view tinted double door. Place appropriate ramping at all entrances. Provide an alternate for a 4th full view double door with auto-closures (locking).
10. Appropriate weighting method with weights attached to structure. All weights covered.
11. Circulating system-14 whisper fans.
12. Scheduled maintenance program.
13. On-site supervisor MN Vikings games and other events as scheduled. Other necessary staff during events.
14. Quote price to include initial set up and take down of structure and ancillary tents.
15. All maintenance of structures including snow removal from roof is the responsibility of the vendor.

16. Clear tops and sides will be used when weather permits. State pricing for installation and removal if additional charges will apply.
17. 20 meter x 40 meter (66'x132') lay down floor.
18. Black turf to cover lay down floor.
19. Remove, wash and re-install vinyl as needed or instructed by client.
20. Seal and cover picnic area support beam.
21. Proposal pricing on a monthly basis for months used or on a season long basis. Set up and tear down time should be included. (September, October, November, December).
22. If applicable a pro-rated weekly rate will be applied for any MN Vikings post season games.
23. Include separate proposal for subsequent setups and removals.
24. Include separate proposal for internal gable and wall inserts to section off structure.
25. Include separate proposal for additional rigging points for audiovisual support. Supports rated @300# load per arch.

Heating:

1. 3,000,000 BTU of heat installed to include heaters, mechanical installation, heat socks, permit, fittings, delivery and pickup.
2. Fuel charges are billed separately and should be based on use and prevailing rates at time of use. Estimate fuel use per hour.
3. Supplemental Heating to be priced on a case-by-case basis. Includes 170,000 BTU heaters, mechanical installation, permit, fittings, deliver and pickup.
4. Service to include turning on heat and turning off heat per event needs.
5. Proposal shall be on a monthly basis.

Air-Conditioning

1. 2 – 25 ton Air-conditioning units and includes air distribution socks, installation, delivery and pick-up.

2. Supplemental Air-conditioning to be priced on a case-by-case basis.
3. Does not include electrical service or electrical hook-up. Client will coordinate power and hook-up with electrical vendor at Metrodome.
4. Air-conditioning service to include turning on air-conditioning units prior to each event used and turning them off at the conclusion.
5. Proposal shall be on an event basis.

Structure layout to allow for the following:

1. 41 parking spaces available for continued use.
2. All four sides of structure available for utilities access.
3. Direct access to catering preparation building.
4. Ability to section structure off into smaller areas.
5. Audio and video equipment can be rigged from arches.
6. Seating available for parties up to 500.
7. Provide on-site supervisors and appropriate staff during events
8. 24 hour on call services.

Clearspan 40' x 90' (Gate D Tent)

1. 40' x 90' Clearspan tent with special bracing.
2. Monthly maintenance.
3. Weight package with sidewalls. No staking is permitted. Solid sidewall to be installed around the entire 20' x 90' structure.
4. Lighting package. Define the lighting package proposal.
5. Delivery/Pickup (one time)
6. Carpeting maintained throughout the time tent is used. Provide an alternate proposal for a lay down floor with black carpeting.

7. Tie back sidewall at the start of all MN Vikings games. Provide an alternate proposal for a sliding panel option on the west side of the tent.
8. Install 2 full view double doors.
9. Obtain applicable Minneapolis Fire Marshall permits.
10. Proposal shall be for the period of August through December and will also include any MN Vikings post- season games.

Additional Services

Additional services will be required throughout the season. These services include potential additional tents for the MSFA use and furniture rental. Please include any special pricing offered for these services.

PROJECT SERVICES AGREEMENT
Tent Services

DATE:

BETWEEN: **MINNESOTA SPORTS FACILITIES AUTHORITY**

Hubert H. Humphrey Metrodome

900 South Fifth Street

Minneapolis, MN 55415

(“Owner”)

AND:

(“Contractor”)

OWNER AND CONTRACTOR agree as follows:

1. Project. This Agreement pertains to the property known as the Hubert H. Humphrey Metrodome located at 900 South Fifth Street, Minneapolis, Minnesota (“Project”).

Term. The term of this Agreement (“Term”) shall be from August 1, 2013 through the last Vikings game of the 2013 season, including any play off games, unless terminated earlier as set out in this Agreement or until such date thereafter whereby a new successor contract is in place.

2. Services. During the Term, Contractor shall perform the services set out in Exhibit A (“Services”). The Services shall be performed in a first-class manner to the satisfaction of the Owner and in accordance with Exhibit A. Contractor shall allow only competent, trained employees to perform the Services on its behalf, and Contractor shall adequately supervise its employees to perform the Services on its behalf. All such employees shall be properly licensed for the work they are to perform. Contractor shall promptly repair or pay for repair of any damages to the Project caused by negligence or willful misconduct of Contractor or its employees, agents or subcontractors, or resulting from any dangerous or otherwise defective condition in or improper use of any equipment, machinery or materials utilized by Contractor in connection with its performance of the Services.

3. Compensation. Owner shall pay Contractor for the Services in accordance with the fee schedule set out in Exhibit B. On or after the last day of each month, Contractor shall submit an itemized invoice for such month, and payment shall be made by Owner within 30 days of receipt of invoice, provided there is no dispute. If contractor fails to timely submit such invoices, Owner shall pay such invoices in its ordinary course of business, but no later than 30 days from the date such invoices are submitted. Owner shall have no obligation whatsoever to pay employees of Contractor. In the event Contractor employs or uses the services of a subcontractor, Contractor shall pay any subcontractor within 10 days of the Contractor’s receipt of payment from Owner for the undisputed services provided by subcontractor, as more fully provided in Minn. Stat. Section 471.425 Subd. 4a.

5. Insurance. Contractor shall fully comply with the provisions of Exhibit C. In the event of any conflict between the provisions of Exhibit C and any other provision of this Agreement, the provisions of Exhibit C shall govern to the extent of such conflict.

6. Indemnification.

a) Contractor shall indemnify, hold harmless and defend Owner and its officers, members, agents, employees and others acting on behalf of Owner (hereinafter collectively called the "Indemnitees") from and against all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees, to the extent arising out of or resulting from: (i) the failure of Contractor to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any negligent acts or omissions or acts of willful misconduct of Contractor, or any of its agents, employees, subcontractors, material suppliers or others for whose acts any of them may be liable (each, a "Responsible Party"); (iii) any dangerous or otherwise defective condition in or of any of the materials supplies, designs or specifications provided by or on behalf of Contractor in connection with its performance under this Agreement; or (iv) the violation of any law, ordinance or regulation by Contractor or any other Responsible Party. Contractor shall include in each subcontract a comparable indemnification clause wherein the subcontractor will indemnify and hold harmless the Indemnitees for matters arising out of or resulting from the obligations of such subcontractor and the work to be performed by such subcontractor on the Project.

b) Contractor shall at all times indemnify and hold Owner harmless against any liability for claims and liens for payment of labor performed or materials used or furnished in the performance of Contractor's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to Owner resulting from such claims or liens. After written demand by Owner, Contractor shall immediately cause the effect of any such suit or lien to be removed from the Project and the real property upon which it is located. In the event Contractor fails to do so, Owner is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, shall be immediately due and payable by Contractor or may, at Owner's option, be offset against any sums due and payable to Contractor hereunder. In the event a suit on such claim or lien is brought, Contractor shall, at the option of Owner, defend said suit at its own cost and expense, with counsel reasonably satisfactory to Owner and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. Contractor may litigate any such lien or suit, provided Contractor causes the effect thereof to be removed promptly in advance from the Project and the property upon which the Project is located.

- c) Notwithstanding anything herein to the contrary, the services provided under this Agreement will not give rise to, nor will be deemed to or construed so as to confer any rights on any other party as a third party beneficiary or otherwise.
7. Limited Liability. Notwithstanding anything in this Agreement to the contrary, Owner does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Contractor or any third party.
8. Independent Contractor. Contractor and its agents and employees shall at all times be independent contractors and shall not, under any circumstances, be considered nor hold themselves out to be agents or employees of Owner. Contractor further agrees that no tax assessment or legal liability of Contractor or of its agents or employees shall become an obligation of Owner by reason of this Agreement.
9. Assignment. Contractor shall not assign, by operation of law or otherwise, this Agreement or any money due or to become due hereunder without obtaining the prior written consent of Owner, which shall not be unreasonably withheld. Any attempted assignment by Contractor without Owner's prior written consent shall be void and of no effect.
10. Equipment and Supplies. Contractor shall not allow any equipment under its control to litter the public areas of the Project any time. Storage of equipment or supplies in the Project shall be allowed only with Owner's prior written approval and at Contractor's sole risk. Repair, maintenance replacement, insurance coverage and appearance of all Contractors' equipment will be the responsibility of Contractor. Contractor shall keep all storage areas neat and clean.
11. Administration
- a) Contractor shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Agreement. All personnel hired by Contractor for the performance on any Services hereunder shall be deemed employed solely at Contractor's expense. Owner shall have no right to supervise directly or direct on a day-to-day basis such employees of Contractor.
- b) Contractor agrees to provide the City of Minneapolis Neighborhood Employment Network (NET) with notice of vacant job positions by contacting NET through electronic mail. Contractor also agrees to provide annual hiring data that includes both wage and place of residence for each hire.
- c) Contractor and all subcontractors shall strictly observe and comply with all laws, ordinances, rules and regulations concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of

employment. Contractor and all subcontractors shall pay wages at a rate not less than the prevailing wage rate as determined under the Minnesota Prevailing Wage Law, Minnesota Statutes, Section 177.42.

- d) Owner may provide Contractor with a statement of rules and regulations to be followed by Contractor and its employees and agents in the Project. Such rules and regulations may be amended from time to time by Owner. Contractor shall comply with any and all rules and procedures established by Owner for the safety and security of the premises. Any employee, agent or subcontractor of the Contractor refusing to adhere to such rules and procedures may be denied entry to the premises.
 - e) Contractor shall ensure that its employees and agents do not disturb the personal property of any tenant or any of the equipment or supplies belonging to or leased by the Project or Owner. Contractor will establish procedures for security for its employees and agents.
 - f) If Contractor is given keys to a portion of the Project, Contractor shall be responsible for the cost of rekeying the Project due to any loss of keys provided to the Contractor.
12. Interruption of Services. In the event of any interruption or cessation of performance of Services, Owner may take such action as may be reasonably required to restore performance of Services until Contractor is able to resume the normal performance of Services. Contractor shall reimburse Owner on demand for all reasonable expenses incurred by Owner in connection with Owner's actions to restore Services, or, alternatively, Owner may offset such expenses against any sums due to Contractor for Services performed hereunder. The interruption or cessation of the performance of any Services which is not due to an act of God or other casualty beyond the control of Contractor shall constitute a default hereunder, entitling Owner to terminate this Agreement.
13. Contractor's Records. Owner shall be permitted access to all of the Contractor's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar material relating to this Agreement. Contractor shall preserve all such material for a period of two years after final payment under this Agreement.
14. Termination. If the Contractor fails to perform its obligations hereunder, the Owner may declare the Contractor to be in breach of this Agreement, and terminate this Agreement and all of its obligations hereunder, by giving the Contractor thirty (30) days prior written notice, provided such breach or failure is not cured by the Contractor within fifteen (15) days of such notice. This Agreement may also be terminated by Contractor, upon sixty (60) day written notice to Owner. From and after the date of termination specified in such notice, all rights and interests of Contractor hereunder shall terminate. In such event of such termination, Contractor shall be compensated (as provided in Section 4 hereof)

for all Services properly performed prior to the date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Contractor. Upon termination of this Agreement, Contractor shall immediately deliver to Owner all drawings, reports, analyses, samples, materials or other work product completed pursuant to this Agreement.

15. Equal Opportunity. This Agreement is subject to all applicable federal, state and local laws and executive orders relating to equal opportunity, affirmative action and nondiscrimination in employment including, but not limited to, Minnesota Statutes, Section 473.144, if applicable, and the Affirmative Action Rules and Regulations Plan and Targeted Group Business Goals or other policies or requirements of Owner. Contractor represents and warrants that it shall not discriminate in its employment practices in violation of any such applicable law, executive order or affirmative action plan or targeted group business goals. Contractor shall include in each subcontract, equal employment opportunity and affirmative action obligations as required by Owner or by law.

For all contracts for goods and services in excess of \$100,000, the State of Minnesota – Affirmative Action Data Page must be submitted.

16. Notices. All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective, (a) when personally delivered, (b) when sent by facsimile and receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier, which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mail by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner at: MINNESOTA Sports Facilities AUTHORITY
900 South Fifth Street
Minneapolis, Minnesota 55415
Attention: CEO/Executive Director
Facsimile No. (612)332-8334

Contractor at:

Or at such other place or places as either party may hereafter designate in writing.

17. Miscellaneous.
 - a) The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.

- b) Section headings herein are inserted only for convenience or reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement,
- c) In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provision of the Agreement shall govern.
- d) In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
- e) All covenants, agreements, indemnities, guarantees and warranties made by Contractor shall survive the expiration or termination of this Agreement.
- f) If any term or provision of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g) This Agreement shall be construed and governed under the laws of the State of Minnesota, and any dispute shall be venued in Hennepin County District Court.
- h) All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between the Owner and Contractor.
- i) The failure of either party to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- j) In the performing the Services hereunder, Contractor shall comply with all applicable federal, state and local laws, including without limitation any such relating to storage, use or disposal of hazardous wastes, substances or materials.

Contractor shall keep strictly confidential, any information (other than information, which is a matter of public record or is provided by other sources readily available to the public) that Contractor learns about the Project or about Owner or the business of Owner during the term of this Agreement. However any such information may be disclosed to employees and agents of Contractor of the extent that such persons, in Contractor's considered judgment, need access to such

information to enable Contractor to perform its obligations under this Agreement.
This covenant shall survive the termination of this Agreement.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement as of the date set out as its head.

CONTRACTOR: **x**

By _____
 Its _____

OWNER: **MINNESOTA SPORTS FACILITIES AUTHORITY**

By _____
 Its _____

And by _____
 Its _____

EXHIBIT A
SCOPE OF SERVICES

See Enclosed Submitted Proposal

EXHIBIT B
COMPENSATION

See Enclosed Submitted Proposal

EXHIBIT C
INSURANCE COVERAGE

EXHIBIT C

CONTRACTOR'S INSURANCE

Contractor agrees to provide and maintain at all times during which it is providing services and/or materials and/or equipment in connection with its performance under this Agreement, or is otherwise engaged in its performance under this Agreement, such insurance coverages as are set forth in this Exhibit, and to otherwise comply with the provisions that follow.

It is understood and agreed that the liability insurance coverages and limits required under this Agreement are minimum requirements only and that, (a) Contractor will independently determine whether such coverages and limits are adequate to protect its interests, and (b) Owner will have no responsibility or liability whatsoever to Contractor for the inadequacy of any such coverages or limits to protect Contractor's interests.

Such insurance provisions shall also apply to all subcontractors engaged by Contractor with respect to its performance under this Agreement. Contractor shall be entirely responsible for securing the performance of all of its subcontractors with the insurance required of such subcontractors. Contractor shall not commence performance under this Agreement, nor shall Contractor allow any subcontractor to commence performance, until all insurance required of Contractor and/or each subcontractor is in effect, and satisfactory evidence thereof is provided to Owner, as set forth below.

1. Workers' Compensation. Workers' Compensation insurance in compliance with all applicable statutes. Such policy, or separate policy (if applicable), shall provide Employer's Liability coverage with limits of at least \$500,000.
2. General Liability. Commercial General Liability Insurance coverage, providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability, (applying to this Agreement), Independent Contractors, and Products-Completed Operations liability. Contractor agrees to maintain at all times specified above a combined general liability policy limit of at least \$1,000,000 Each Occurrence, and if applicable, Aggregate, applying to liability for Bodily Injury and Property Damage, and a limit of at least the same amount applying to liability for Personal and Advertising Injury.
3. Automobile Liability. Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, maintenance, operation or other use of all owned, nonowned and hired automobiles and other motor vehicles utilized by Contractor in connection with its performance under this Agreement. Such policy shall provide a total liability limit for combined Bodily

Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, and shall include coverage for motor vehicle liability assumed under contract.

4. Excess Insurance. The minimum liability insurance required hereunder may be satisfied by the limits afforded under Contractor's primary insurance policy(ies), or by such policy(ies) in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is in all material respects at least as broad as that afforded by the underlying policy(ies), and further, that Owner and other parties are included as Additional Insureds thereunder, as set forth below.
5. Additional Insureds and Severability of Interests. Contractor's Commercial General Liability and Automobile Liability insurance policies shall include Owner, its members, officers, employees and agents as Additional Insureds thereunder with respect to liability arising in connection with Contractor's performance under this Agreement. Both such policies shall prohibit insurer subrogation against Owner and all other Additional Insureds. Such policies shall each also include a severability of interests (or "separation of insureds") provision. Contractor shall require any subcontractors it engages with respect to its performance under this Agreement to afford Owner and other parties described above similar Additional Insured status, and to similarly prohibit insurer subrogation against such Additional Insureds.
6. Primary Insurance. With respect to liability arising out of Contractor's performance under this Agreement, all insurance required of Contractor hereunder shall respond on a primary (not excess or contributory) basis with respect to any similar insurance maintained by Owner and/or any other party required to be included as an Additional Insured hereunder, notwithstanding any policy language to the contrary.
7. Evidence of Insurance. Prior to commencing any performance under this Agreement, Contractor shall provide Owner with evidence that the insurance coverage required hereunder is in full force and effect. In the event that any such insurance renews or is terminated during the course of Contractor's performance, Contractor shall promptly provide Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as Owner may reasonably request, and shall contain sufficient information to allow Owner to determine whether there is compliance with these provisions. Such Certificate of Insurance shall be accompanied by copies of any policy endorsements issued in order to achieve compliance with these insurance requirements. All required policies shall be endorsed to require that the insurer provide at least 30 day notice to Owner prior to the effective date of policy cancellation, nonrenewal, or change that would result in noncompliance with the requirements of this Exhibit.

8. Insurers. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to Owner. Such acceptance by Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VIII shall be conclusively deemed to be acceptable.
9. Release and Waiver. Contractor agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to the property interests of Contractor. Contractor hereby releases Owner, its members, officers, employees, agents and others acting on its behalf, from all claims, and all liability or responsibility to Contractor, and to anyone claiming through or under Contractor, by way of subrogation or otherwise, for any loss of or damage to Contractor's property or business interests caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Owner or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.
10. Insurance Terms. Insurance terms not otherwise defined herein shall be interpreted consistent with insurance industry usage.