



Request for Proposal

**Temporary Perimeter Fence Services
SMG/U.S. Bank Stadium
June 11, 2019**

REQUEST FOR PROPOSALS
Temporary Perimeter Fence Services
U.S. BANK STADIUM
MINNEAPOLIS, MINNESOTA

June 11, 2019

A. Project Background and Objectives

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the “Act”), to establish the Minnesota Sports Facilities Authority (“Authority”) and to provide for the construction, financing, and long-term use of a new stadium now known as U.S. Bank Stadium (the “Stadium”) and related stadium infrastructure (the “Stadium Infrastructure”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

SMG is soliciting in this Request for Proposals (“RFP”) and work shall be referred to in this RFP as the “Project”. To that end, SMG has prepared this RFP for the coordination and the completion of **Temporary Perimeter Fence Services**. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium [and other additional adjacent land that has been acquired by the Authority in Minneapolis, Minnesota]. The Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit F**.

The successful Proposer to the RFP will be engaged to coordinate and complete the **Temporary Perimeter Fence Services** (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Coordinate all activities to safely, effectively and efficiently perform **Temporary Perimeter Fence** work on the stadium site.
- Scope Document: See **Exhibit F**

Background

U.S. Bank Stadium hosts approximately 20 major events per year.

- 10 – National Football League, Minnesota Vikings, Home Football Games
- 2-3 – Monster Truck and SuperCross Events
- 1-2 – Major Concert Acts, potentially more
- 1-2 – National and International Sporting Events

U.S. Bank Stadium will also host more than 500 small to medium sized events per year.

- NCAA and High School Baseball Games (150 +/- games)
- High School Football and Soccer Playoff Games and Championships
- Several Flat Shows and Field Events
 - Trade Shows
 - Expositions
 - Galas
 - High School Graduations
- A very robust event schedule in Clubs, Concourses, and on the Exterior Plaza.
 - Smaller Concert Acts (Exterior Plaza)
 - Smaller Trade Shows (Exterior Plaza and/or Concourses)
 - Corporate Meetings, Private Dinners, Training/Conference Events, Weddings, Receptions, Bar Mitzvahs, Fund Raisers, etc. in the Club Spaces (7 Clubstotal).

B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer that will provide the best value to SMG.

Proposers should have significant experience in performing **Temporary Perimeter Fence Services** and projects similar to the Project that is the subject of this RFP. It is the desire of SMG to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts. Each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance

of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of the Project Requirements

The proposal should be responsive to and explain how the Proposer will provide the following project requirements:

- Significant experience in **Temporary Perimeter Fence Services** work, servicing urban clients (downtown Minneapolis) and major events.
- In-house capacity to provide management, coordination and scheduling for the required completion of this scope, including supplying and setting up a temporary perimeter fence around the stadium.
- U.S. Bank Stadium is an active venue hosting a variety of events during the course of this Project's construction schedule. Event logistics and event programs take precedence over scope activities. Close coordination with scope activities that create noise and limit access to spaces will be paramount.
- Must provide onsite management the day prior and during event day throughout the entire event to address any fencing problems and also to support the event day pre-event, during event and post event set up/breakdown.
- Must be available and on call 24 hours a day with any problems that need to be addressed or an emergency site visit.

D. Requested Qualifications

SMG reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFP. It is the request and intent of SMG that Proposers responding to the RFP have the following qualifications.

- Significant experience in performing services similar to the Project that is the subject of this RFP.
- Experience installing a temporary perimeter fence at a sports/entertainment venue, working off hours, and staffing events (variable staffing numbers).

E. RFP Timeline

| | |
|---|-----------------------------|
| Advertise and issue Request for Proposals | June 11, 2019 |
| Pre-proposal Meeting [Location- US Bank Stadium] (Upon Request) | June 21, 2019 2:00PM |
| Written Questions Due | June 24, 2019 2:00PM |
| Proposals Due | June 28, 2019 2:00PM |
| Interviews of Shortlisted Proposers | July 09, 2019 |
| Final Negotiations | July 11 & 12, 2019 |
| Selection of Provider | July 17, 2019 |
| Project Start | July 29, 2019 |

By submitting a Proposal, the Proposer affirms that this timeline must and can be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Authority and public.

F.1 Proposer Qualifications

The following items shall be included in a Proposal executive summary:

- Proposer’s name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide copies of Proposer’s certificates of insurance showing Proposer’s current total limits of liability for commercial general liability, worker’s compensation, employer’s liability, business automobile liability, and professional liability.
- Provide representative list of similar projects managed by Proposer during that last 2 years or that are currently under contract or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description and scope of work.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Complete and submit a fully executed confidentiality agreement
- Submit response to Minnesota Department of Human Rights – State of Minnesota/Metropolitan Agencies MDHR Certificate and “Statement of Non-Collusion”.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, SMG will score Proposals on a point system, with some criteria being graded on a pass/ fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 800 points will be available as follows:

| | |
|-------------------|------------|
| Project Delivery: | 300 points |
| Commercial Terms: | 300 points |

Interview: 200 points

Equitable Contracting and Hiring: Pass/Fail

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion, will then be short-listed and may be selected to enter into final discussions and negotiations with SMG, as a result of which SMG will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 300 Points

1. Similar Project Experience. Describe Proposer’s experience and ways to proceed with the requirements for this Project.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work. Provide key contact office and mobile telephone, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Any other relevant experience pertinent to the requirements for this Project shall be listed under “Other Significant Experience.”
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer’s approach and methodology for implementing project controls relating to budget and schedule compliance, and provide examples of Proposer’s experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project’s program.

How Proposer will staff events, pre-event and post-event cleaning should be explained. Describe the available pool of staff available to meet the event schedule, knowing it is not a consistent schedule.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary components of the RFP.
 - All staffing
 - All management
 - All administration
 - All training and certifications
 - Travel, parking, and any general expenses
 - Detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, taxes, customer service, tax calculation service fees, and any cost exclusions

2. Agreement to or Requested Revisions to Trade Contract Agreement (**Exhibit G**) Contract Terms. The extent to which revisions are requested to SMG's proposed contract in this RFP will be given point deductions in the sole discretion of SMG.

Interview – 200 Points

1. Interview. SMG will conduct an interview with each qualified Proposer that has submitted a responsive proposal.

Equitable Contracting and Hiring – Pass/Fail

1. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also describe Proposer's specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer's strategies for employing women and members of minority communities to comply with the Authority's Equity Plan.

According to the Act, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers and the content of all Proposals is nonpublic data under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority.

SMG may change its scoring of Proposals as a result of interviews of and negotiations with Proposers.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the RFP to which they pertain.

The RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Authority also reserves the right to accept or reject any individual sub- consultants that the successful Proposer proposes to use.

2. Equal Opportunity Statement: The Contractor agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Contractor. Among the federal, state and city statutes and ordinances to which the Contractor shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws.

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G. Project Labor Agreement

The Authority requires labor peace with the unions having jurisdiction of this scope of work.

H. Pre-proposal Meeting

A Pre-proposal meeting will be held June 21, 2019 at 2 p.m. CST by request only. To schedule, please contact – Aaron Liepins: Email: aliepins@usbankstadium.com

U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415

Please contact the following for stadium security access approval coordination. Must provide a list of attendees 24 hours prior to arrival at the stadium:

Proposals are due by 2:00 p.m. CST, June 28, 2019. One electronic copy and 2 bound copies of the Proposal should be enclosed in a sealed envelope addressed to:

Aaron Liepins
Director of Security & Guest Services
SMG – U.S. Bank Stadium
1005 4th Street South
Minneapolis, MN 55415-1752
Email: aliepins@usbankstadium.com

Please send an additional electronic copy to the following:

James Farstad
Executive Director
MSFA
Email: James.Farstad@MSFA.com

Elizabeth Proeitz
Project Coordinator
Email: Elizabeth.proeitz@msfa.com

N. Questions or Inquiries

All questions must be submitted via email no later than 2:00 p.m. CST, June 24, 2019 to:

To Aaron Liepins, James Farstad and Elizabeth Proeitz:

Email: aliepins@usbankstadium.com

Email: James.Farstad@MSFA.com

Email: Elizabeth.Proeitz@MSFA.com

Minnesota Government Data Practices

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

O. List of Exhibits

| | |
|-----------|---|
| Exhibit A | Acknowledgement and Attestation Form |
| Exhibit B | Confidentiality Agreement |
| Exhibit C | Non-Collusion Affidavit |
| Exhibit D | Minnesota Department of Human Rights – State of Minnesota/Metropolitan Agencies MDHR Certificate |
| Exhibit E | Targeted Business Commitment and Information Form |
| Exhibit F | Scope Document |
| Exhibit G | Trade Contract Agreement (Template) |

EXHIBIT A

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for _____ Proposal (" RFP") dated _____ and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.

The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true a correct.

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Signature: _____

Title: _____

Date: _____

Witness Name: _____

Signature: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Indication of Interest and Qualifications)

This Confidentiality Agreement (the "Agreement") made and entered to as of the day of _____, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

1. For purposes of this Agreement, "Confidential Information" means "any and all" information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that

- (a) is or becomes public knowledge other than by the Construction Manager's act or omission or
- (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.

3. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event, shall the Construction Manager use less than reasonable care.

4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made,

(b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which maybe difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the forgoing.

5. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

6. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and, in the event, any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this _____ day of _____, 20__

("Authority")

("Proposer")

WITNESS:

EXHIBIT C

NON-COLLUSION AFFIDAVIT

I, _____ (Name), being first duly sworn, state that I am
the _____ (office held) of
_____ (name of Bidder). I executed this bid having full
authority to do so. I certify that Bidder has not, directly or indirectly, entered into any agreement,
participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in
connection with the above-named project. No person or persons, natural or corporate, has, have, or will
receive, directly or indirectly, any rebate, fee, gift, commission, or other thing of value in consideration
for this offer.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

Notary Public

Exhibit D



State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance

The Request for Proposals or Request for Bids solicitation you responded to may require you to have or to obtain a Certificate of Compliance from the Minnesota Department of Human Rights (MDHR). Please fill out and submit this form with supporting documentation. The bid-award agency will not review your proposal or bid until MDHR and the bid-award agency review this form and/or supporting documentation.

Option A – We have employed more than 40 full-time employees on any single day in any state during the previous 12 months. Please check the applicable box below.

We have a MDHR Certificate of Compliance. Attached is the Certificate.

We don't have a MDHR Certificate of Compliance. Attached is our application for a MDHR Certificate of Compliance.

Option B – We have an affirmative action plan approved by the Federal Government but no MDHR Certificate of Compliance. Please check the box below.

Attached is a copy of the affirmative action plan approved by the Federal government in the last 12 months, the Federal government's approval letter, and our application for a MDHR Certificate of Compliance.

Option C – We are exempt because we employed fewer than 40 full-time employees on any single day in any state during the previous 12 months. Please check the box below.

We are exempt. Attached is a list of all of our employees and their state of employment during the past 12 months.

Option D – The current bid is exempt. The bid award agency doesn't expect the goods or services provided will exceed \$100,000.

The bid proposal is exempt. The bid project number is: _____.

Signature

In signing this document, you certify that the information is accurate and that you are authorized to sign on behalf of the company.

Name of Company Authorized Signature

Date Printed Name

Phone Number Title _____

AN EQUAL OPPORTUNITY EMPLOYER
Freeman Building 2625 Robert Street North Saint Paul, MN 55155 Tel 651.539.1095
MN Relay 711 or 1.800.627.3529 Toll Free 1.800.657.3704 Fax 651.296.9042 mn.gov/MDHR

EXHIBIT E

Targeted Business Commitment and Information Form

EXHIBIT F

Scope Document

Agreement Term: July 2019 - June 2020

Contracted Services

SMG will provide direction to Contractor. Contractor will be directed to perform some, or all the tasks listed below.

- a. The perimeter fence and gates should be a strong temporary 8' fence that can withstand severe weather.
- b. The contractor should submit a bid that includes pricing for standard chain link or similar style perimeter fence and gates and an option for a black colored or coated chain link that is aesthetically appealing without compromising intended security of the project.
- c. The perimeter fence and gates should be anchored in a temporary manner that prevents tipping or failing
- d. The contractor should submit a bid on the following fence size:
 - a. Total Linear Feet: 3,000 (estimate on higher side)
- e. There are portions of the temporary fence that could remain in place longer than a single major event while other portions of the fence will be taken down after the conclusion of the event. This will be mutually agreed upon between SMG and the contractor.
- f. These proposals should include 10 football games, 2 concerts, 2 dirt shows, and X-Games, starting July 2019 and ending at the end of June 2020.
- g. Proposal should include all installation and on-site labor. Contractor cannot selectively decline a particular service.

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EXHIBIT G

Trade Contract Template

(see attached)