



Request for Proposal

Restroom Dispensers and Supplies

SMG/U.S. Bank Stadium

July 2016 thru July 2019

Project Background

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 (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.

As set forth in the Act, the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Project”) is a collaborative process between the Authority and Minnesota Vikings Football Stadium, LLC (the “Team”).

The Project is located on a site partially including the site of the former Hubert H. Humphrey Metrodome and also including additional adjacent land that has been acquired in Minneapolis, Minnesota. The Project is being designed to meet the standards required for a National Football League (“NFL”) franchise, as well as other programmatic uses consistent with other multipurpose facilities. The Project will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the Authority. Construction of the Stadium and Stadium Infrastructure is now underway with substantial completion of the overall Stadium and Stadium Infrastructure to be achieved not later than July 29, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings’ 2016 NFL season.

The MSFA chose SMG in August 2014 as the operator for U.S. Bank Stadium. SMG has extensive experience in operating major sports venues, managing over 200 facilities worldwide, including four NFL stadiums (Soldier Field in Chicago, Mercedes-Benz Superdome in New Orleans, and NRG Stadium in Houston and Everbank Field in Jacksonville). SMG will book, operate and maintain the stadium and all contractors and partners will report to SMG.

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PART ONE– GENERAL

I. INTRODUCTION

Request for Qualifications

SMG is seeking proposals from companies interested in providing Restroom Dispensers and Supplies for U.S. Bank Stadium. The 66,000 seat, 1.7 million square foot stadium, is a state-of-the-art facility incorporating a turf playing surface, 2 public concourses, 7 club areas, 131 suites, a below grade service level, home and visiting team locker rooms, food service facilities, and all ancillary facilities necessary to support all events. The stadium is designed to provide a wide array of events for the community and state. It will host high school and college sporting events, including baseball, soccer and football. The stadium can also accommodate large trade shows, dirt shows, concerts as well as smaller intimate events in the stadium's high end club spaces and locations throughout the building. Two major events have already been announced, Super Bowl LII in 2018 and the NCAA Final Four in 2019.

Background

U.S. Bank Stadium will host approximately 20 major events per year.

- 10 – National Football League, Minnesota Vikings, Home Football Games
- 2-3 – Monster Truck and SuperCross Events
- 2-4 – Major Concert Acts
- 1-2 – National and International Sporting Events

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

- University of Minnesota Baseball Games
- NCAA and High School Baseball Games (200 +/- games)
- High School Football and Soccer Playoff Games and Championships
- Several Flat Shows and Field Events
 - Trade Shows
 - Expositions
 - Galas
 - Food and Beverage Fairs
 - High School Graduations
- A very robust event schedule in Clubs, Concourses, and on the Exterior Plaza.
 - Smaller Concert Acts (Exterior Plaza)
 - Food and Beverage Fairs (Exterior Plaza and/or Concourses)
 - Corporate Meetings, Private Dinners, Training/Conference Events, Weddings, Receptions, Bar Mitzvahs, Fund Raisers, etc. in the Club Spaces (7 Clubs total).

U.S. Bank Stadium is a union facility.

- Contractors will be required to enter a Labor Peace Agreement with the union(s) that represent the workforce required for this scope.

Objective

U.S. Bank Stadium wishes to collaborate with the most cost effective and conscientious service provider who demonstrates that they will be committed and capable of helping U.S. Bank Stadium to be recognized as one the cleanest stadium in all of professional sports.

1. **Purpose**

SMG is accepting proposals from companies (“Bidder(s)”) interested in providing Restroom Dispensers and Supplies for U.S. Bank Stadium. SMG will be selecting a Vendor who will have the responsibility for providing these services for all areas as outlined more fully in Part Two of this Request for Proposal.

2. **Contract Term**

The term of the contract shall be three (3) years with a ninety (90) day window where either party is able to terminate the contract with prior written notice. The selected Bidder has the opportunity to propose an alternate to the three (3) year contract if they chose to do so.

3. **Contact Information**

The sole point of contact for this Request for Proposal is:

Curtis Schmillen, PE
Director of Operations
cschmillen@smgmn.com
612.777.8738 (Office)
651.302.2348 (Cell)

4. **Proposal Conference**

In lieu of a Proposal Conference, SMG staff will schedule individual times for each interested bidder to do a site walk through. Times are by appointment only and must be scheduled through Curtis Schmillen (contact information above).

Site Walk Through Visit Dates: Thursday March 17, 2016 or Friday March 18, 2016 (by appointment only)

The Bidder is responsible for examining the premises, site, and any conditions that may impact the Bidders work. Bidders must satisfy themselves as to the condition of the premises, any obstruction, unusual conditions or requirements necessary for carrying out the work, before the delivery of the proposal.

5. **Written Questions**

Any questions concerning this request for proposal must be submitted via email to the contact information listed above no later than 5:00PM Monday March 21, 2016.

6. **Proposal Submission Date**

Proposals must be received by SMG at the contact information below prior to 5:00PM central standard time on Monday March 28, 2016. Any proposal received after this time will not be considered.

All proposals can be mailed or hand delivered to the address below:

Curtis Schmillen
MSFA/SMG
511 11th Ave S, Suite 401
Minneapolis, MN 55415

Proposal package will include 4 hard copies and one electronic copy stored on a portable flash drive. No facsimile or email proposals will be accepted.

SMG will not be liable for any costs incurred in the preparation and presentation of the Response.

7. **Reserve Clause**

SMG reserves the right to reject any and all proposals at any time for any reason whatsoever, and/or change the timing and procedure of this proposal process.

8. **Acceptance of Proposal (Award)**

It is the intent of SMG to award a contract to the Bidder offering the best value, provided the proposal has been submitted in accordance with the requirements of the Contract Documents and does not exceed SMG's Budget.

SMG reserves the right to make on-site inspections of facilities where participant provides services similar to the services requested hereunder before the award of Contract.

An award will be made on or before April 8, 2016, but is subject to change based on the quality and quantity of bids received.

9. **Post-Proposal Interview/Presentation**

After the proposals are received, tabulated, and evaluated by SMG, certain Bidders may be asked to meet with SMG for a post proposal interview/presentation.

The post proposal interview may include, but is not limited to, a review of the proposal, Alternate Pricing, Unit Pricing, Financial Ability of Bidder to perform the scope of services requested and Bidders approach to the Work. SMG reserves the right to have the Bidder submit further clarification on questions by writing.

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. Proposers will be provided the criteria for the process. SMG reserves the right to reject any or all proposals if responses to the above or any other information in SMG's judgment are unsatisfactory or do not meet the budget, the total aggregate project budget, or required performance standards.

II. **PROPOSAL FORMAT**

1. **General**

Proposals must be submitted in two parts, a Technical Proposal and a Price Proposal.

2. **Technical Proposal**

- A. Description of Bidder – Provide a brief company overview including history, size, number of employees, affiliated companies, etc. The same information should be provided for any identified subcontractors or joint venture partners that would be working on the contract.
- B. Experience of Bidder – List relevant company experience within the past five (5) years, including current contracts and references. In particular, identify any experience on contracts similar in scope and size to the services sought under this request for proposal. Information should include any and all joint venture partners.
- C. Contract Organization – Identify and explain the specific organization of the proposed project team, including key personnel and how this project fits in with other areas of your company's operation.
- D. Experience of Key Personnel – Briefly summarize the experience of key personnel and managers who would be working on this contract.
- E. Management Plan (Customer Service) – Provide a brief summary of how this account would be managed and serviced to ensure complete satisfaction with the scope of services provided.

3. **Price Proposal**

- A. Provide unit prices for each of the dispensers itemized in Exhibit A.
- B. Provide unit prices and estimated quantities of product for each dispenser type.
 - a. The estimated quantities are for budgeting purposes only. SMG is relying on the Bidder's experience to provide reasonably accurate numbers knowing that product consumption is driven by the type and quantity of events hosted in and around the venue.

OPTIONAL

- C. Provide a unit price proposal to install all the dispensers listed in Exhibit A.
 - a. Please note the Union labor component mentioned in Part One, Item I.
 - b. Install labor, sequencing, and timing will be directed by SMG and coordinated with Mortenson Construction, the Construction Manager for the Project.
 - c. The installation contractor will comply with Mortenson Safety Protocols.
 - d. The estimated timeframe for install is April 18, 2016 thru May 27, 2016.

Note: SMG reserves the right to adjust final quantities of dispensers up or down by 30% without a unit price adjustment from the Bidder.

Proposals shall be signed by an authorized representative of the Bidder. All information requested must be submitted to include the following:

- a. Bidder must provide evidence/documentation at the time of award, that they are able to provide services in the State of Minnesota.
- b. A certificate of insurance entailing all coverage's for the Bidder in the State of Minnesota

III. **GENERAL CONDITIONS**

1. **Professional Image Standards**

- A. Uniform standards and employee appearance must be maintained in a first class manner. No sports logo(s) other than the U.S. Bank or U.S. Bank Stadium official marks, should be visible while working. Exceptions may be made for Minnesota based college and high school logos, as well as Minnesota Vikings apparel.
- B. Vendor shall enforce a footwear policy. No open toed shoes, sandals, or excessively worn shoes will be allowed.

2. **Facility Policies and Procedures**

- A. Employees of the Vendor shall adhere to all established security procedures at the facility. Each employee must have an independent criminal background check conducted prior to being issued a credential for access to U.S. Bank Stadium. When an employee enters or exits U.S. Bank Stadium they must sign on and off premise, while displaying their identification badge. The identification badge must be worn at all times while working in and around the stadium. Should SMG observe any undesirable conduct

by an employee; they shall immediately notify the Vendor verbally, followed by written notification to the Contractor.

- B. SMG will have the right to cause the immediate removal of any employee of the Vendor from the stadium premises if SMG determines that such employee is engaging in conduct detrimental to users of U.S. Bank Stadium, to fans of the stadium or to the safety or proper operation of the stadium facility as a whole. The Vendor shall be responsible for the conduct of that employee and liable for any action or inaction of that employee while performing under the contract.
- C. Unless, specifically stated otherwise in this RFP, Bidder shall be responsible for all fees, permits, licenses, etc. to perform their work.

3. **Sustainability**

- A. Collectively, U.S. Bank Stadium, the Minnesota Sports Facilities Authority, SMG, and the Minnesota Vikings strive to reduce the impact that our operations have on our eco system through sustainable practices. It is our goal to be leaders in our industry, while providing our guests the best possible entertainment experience in a safe and clean environment.
- B. SMG expects that the restroom supplies contractor we select will employ a fully developed green strategy, and make significant contributions to our sustainability plan.

PART TWO – STAFFING SPECIFICATIONS

I. SPECIFICATION OF SERVICES

- 1. Vendor will only send qualified and competent professional personnel to U.S. Bank Stadium.
 - a. Except as expressly approved by SMG, the Vendor shall not be permitted, without the prior written consent of SMG, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder or under any resulting contract. Such prohibition shall require the Vendor and any approved subcontractor to provide its services only through its own employees, i.e., neither the Vendor nor any approved subcontractor shall be permitted to hire or use independent contractors or subcontractors or temporary employees to provide the services required of the Contractor hereunder.
 - b. All employees should be properly trained.
- 2. The Vendor representative(s) will report to and take direction from the SMG Director of Operations, Assistant Director of Operations and Housekeeping Manager and/or his or her designated assistant.

II. LICENSE AND INSURANCE REQUIREMENTS

The successful Vendor will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by SMG. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Minnesota with a Best's Insurance Reports rating of no less than A-. It is anticipated that such coverage shall include the following:

- a. Comprehensive General Liability Coverage in the amount of \$2,000,000.00 per occurrence and per location. This coverage must be written on an occurrence form. Claims made policies will be unacceptable. This insurance shall provide coverage, from and against any claim for property damage or bodily injury arising out of the operations of the Contractor. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement.
- b. Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of Contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- c. Professional liability coverage including Medical Malpractice Coverage with limits of at least \$5,000,000.
- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by Contractor in connection with the services required under Contract
- e. Excess Liability Coverage, in the amount of \$10,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.
- f. Insurance against Loss and/or Damage to Contractor's property and other personal and business property of Contractor upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of Contractor.
- g. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, MSFA and Vikings and their employees, agents, officers and directors as additional insured there under.
- h. Evidence of such coverage being in place will be promptly delivered to SMG prior to the commencement of the term of this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 90 days prior notice to SMG, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, Proposer will provide SMG with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.
- i. All policies should contain a waiver of subrogation in favor of the SMG, MFSA and Vikings and any and all parties deemed necessary.

PART THREE - SUPPLEMENTAL REQUIREMENTS

1. No motorized vehicles will be operated in public areas from 30 minutes prior to gate opening and until SMG announces that the stadium is safely secured.
2. All deliveries must be scheduled in advance with designated SMG personnel.
 - a. Delivery personnel will sign in and out with SMG security staff.
 - b. All material delivered to U.S. Bank Stadium is subject to inspection by security staff.
 - c. All material must have a complete packing list or bill of lading and is subject to verification.

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services consists of:

Supply and Install (Optional) the following items, including the consumable product for each device.

Paper Towel Dispensers

- Surface Mounted, Locking Cabinet
- Electronic (Battery) Touch Free
- Stainless or Faux Stainless Finish
- Approximately 8" wide by a minimum of 800' long paper towels
- Quantity = 278
- Similar or Equal to Kimberly-Clark Model 29744 or 29739

Toilet Tissue Dispensers

- Surface Mounted, Locking Cabinet
- Stainless or Faux Stainless Finish
- Two Roll Storage (one full and one partial is acceptable)
- Approximately 4" wide by a minimum of 1,000' long
- Quantity = 920
- Similar or Equal to Kimberly-Clark Model 09601 or 39709

Hand Soap Dispensers

- Surface Mounted
 - Most bathrooms have 6" between surface mounted mirrors
- Electronic (Battery) Touch Free
- Stainless or Faux Stainless Finish
- Disposable Bagged Refills
- Quantity = 428
- Similar or Equal to Kimberly Clark Model 11329 or 32508

Sanitary Napkin Disposal Units

- Partition Mounted
- Stainless Steel, Self-Closing
- International Symbol for Sanitary Napkin Disposal
- Approximately 1 Gallon Capacity
- Quantity = 500

EXHIBIT B

