

Request to Submit a Proposal
Minnesota Multi-Purpose Stadium
Stadium Plaza Concession Services - Construction Period

for the

Minnesota Sports Facilities Authority

RFP Issuance Date: **May 1, 2014**

RFP Due Date: **May 22, 2014**

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CONFIDENTIALITY NOTICE

THIS DOCUMENT IS CONFIDENTIAL AND NO DUPLICATION IS PERMITTED WITHOUT THE
CONSENT OF MINNESOTA SPORTS FACILITIES AUTHORITY.

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Minnesota Sports Facilities Authority

Minnesota Multi-Purpose Stadium
Request to Submit a Proposal
for providing
Stadium Plaza Concession Services - Construction Period

I. GENERAL INFORMATION

The Minnesota Sports Facilities Authority, a corporate and political body having all the rights, powers and immunities of a municipal corporation (the “Authority”), is issuing this Request to Submit a Proposal (“RFP”) for construction period concession services on the Stadium Plaza adjacent to the currently under construction new Minnesota multi-purpose stadium (the “Stadium”) located in Minneapolis, Minnesota.

In 2012, the State of Minnesota enacted the Act to establish the Authority and to provide for, among other things, the financing, construction, and long-term use of a new multi-purpose Stadium and related Stadium Infrastructure as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities. The Stadium is currently under construction and slated for completion in July 2016.

As part of the Stadium Plaza that is owned by the Authority, there is a permanent concession stand that is currently available for providing concession services during the construction period of the Stadium, which is assumed to be from the time of the award of this construction period concession services contract through June 30, 2016, (the “Construction Period”). It is anticipated that during the Construction Period, the number of construction workers present on the Stadium Site will grow to over 1,000 with hundreds of additional construction workers on the nearby Downtown East Site which is separately proposed for redevelopment by other parties. The concession stand, located adjacent to the West side of the stadium construction site is well situated to provide foodservice to serve the needs of the construction workforce. The concession stand is approximately 670 square feet, with 8 potential points of service and contains cooking equipment, refrigeration and smallwares (the “Plaza Concession Stand”). A more detailed description of the Plaza Concession Stand is set forth in Section II. For the purpose of selecting a firm/individual to provide Concession Services during the Construction Period, the Authority has prepared this RFP.

II. STADIUM, DOWNTOWN EAST AND PLAZA CONCESSION STAND DESCRIPTION

The Stadium is to be located on a site partially including the site of the Existing Stadium and also including additional adjacent land to be acquired. The preliminary Site Plan for the Stadium site is attached hereto as **Appendix A**. Construction of the Stadium and Stadium Infrastructure began in the 4th quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure anticipated to be achieved on or about July 15, 2016. It is anticipated by Mortenson Construction, the Stadium construction manager, that the workforce on the Stadium Site will be comprised of approximately 400 persons by July of 2014, growing to over 1,000 persons by April - June 2015, tapering down thereafter until Stadium construction is completed in July of 2016.

In addition, as a part of a large multi-use development of the surrounding area, the Downtown East development will be developed adjacent to the Stadium Site over a five (5) block area as a mixed-use project that will include office space, a parking ramp, multi-family housing, retail space, skyway connections, and green space ("Downtown East"). The preliminary Site Plan for the Downtown East Site is attached hereto as **Appendix B**. It is anticipated by Ryan Companies, the developer of Downtown East, that the workforce on the Downtown East Site will be comprised of approximately 300 persons in July of 2014, growing to approximately 1,000 persons from the period of December 2014 to June 2015, tapering down thereafter until Downtown East construction is completed by Ryan, presumably sometime in 2016.

As a part of the Stadium Plaza there is a permanent structure that serves, among other things, as an access point and lobby to a 455-space underground parking garage (the "Downtown East Parking Ramp"), contains restroom facilities and the Plaza Concession Stand. The Plaza Concession Stand is approximately 670 square feet, with 8 potential points of service. The Plaza Concession Stand is divided between service space and a preparation area. The Plaza Concession Stand is attached to restroom facilities. There is cooking and preparation equipment in the Plaza Concession Stand. The equipment was largely purchased in 2003/2004 and had been used during Metrodome events during which the Stadium Plaza was operated. The cooking equipment is a mix of gas and electric. The equipment that is a part of the Plaza Concession Stand includes:

- Menu Boards
- Alto Sham Holding Cabinet
- Heated Transfer Cabinet (2)
- Fryers and Dump Station
- Countertop Griddle
- 3-Compartment Sink
- Hand Sinks
- Portable Hand Sinks
- Prep Tables
- Reach-in Freezer
- Reach-in Cooler

- Beverage cooler/prep-table
- Picnic Tables
- Refuse Containers
- Various pans and smallwares

III. STADIUM PLAZA CONCESSION SERVICES

The Proposer selected by the Authority to manage, operate and maintain the Plaza Concession Stand and provide Concession Services during the Construction period will have the following basic duties:

- Providing Concession Services from the Plaza Concession Stand on a daily basis (Monday-Saturday) during the Construction Period;
- Maintaining any and all equipment in the Plaza Concession Stand and maintaining the Plaza Concession Stand and the surrounding area used by the Proposer in a safe, clean and sanitary condition;
- Providing Concession Services from the Plaza Concession Stand in accordance with Applicable Law; and,
- Preparing an initial Operating Plan for approval of the Authority that sets forth the operating parameters of the Proposer for Concession Services including days and hours of operations, menu items and methods of providing Concession Services.

IV. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all proposal documents and any other revisions, and thoroughly familiarize itself with all requirements prior to submitting a proposal.

- A. The following timetable has been established by the Authority for the issuance, response and award of contract for the Concession Services during the Construction Period. The Authority reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

RFP Issuance Date:	May 1, 2014
Plaza Concession Stand Inspection Date:	May 8, 2014
RFP Due Date:	May 22, 2014
Contract Negotiations:	May/June, 2014
Contract Execution Date:	May/June, 2014

- B. Proposers are expected to deliver a response to the RFP no later than **2:00 pm, May 22, 2014** to the Authority's CEO/Executive Director at the addresses set forth in **Section IV.E.** below.

- C. The Authority will have the Plaza Concession Stand open and available for inspection by potential Proposers from **10:00 am to 3:00 pm CST on Thursday, May 8, 2014.**
- D. All inquiries regarding this RFP must be in writing directed to: Ted Mondale at the address in Section IV.E. below or via email to ted.mondale@msfa.com. Questions may be submitted up to **May 14, 2014.** If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued no less than three (3) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of the Authority regarding this RFP, including contact by proposer's contractors, agents, representatives and consultants, could result in your proposal being disqualified.

- E. Each Proposer shall submit four (4) bound copies and one (1) electronic copy of their proposal no later than **May 22, 2014, 2:00 p.m. CDT** addressed to:

Mr. Ted Mondale
CEO/Executive Director
Minnesota Sports Facilities Authority
511 11th Avenue
Suite #401
Minneapolis, MN 55415

Proposals received after **2:00 P.M. (CDT) on May 22, 2014** may not be accepted.

- F. All Persons responding to this RFP are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Proposers shall note with their submittal any privileged information or other private data in or withheld from their submittal, and shall contact the Authority regarding confidential treatment of such privileged information or other private data.
- G. The Authority, at their sole discretion, shall have the right to determine whether any particular Proposer has the qualifications to proceed in this process based on the Proposer's response to the RFP. Several factors may be considered when making such determination including, but not limited to: (i) demonstrated understanding of and responsiveness to the requirements of this RFP; (ii) the Proposer's past experience and current experience in operating similar facilities and providing similar services requested as a part of this RFP; and, (iii) the Proposer's financial response.

H. Execution of proposal:

1. If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the State in which the corporation is chartered, and if the State is other than Minnesota, the proposal will show that the corporation is authorized to do business in the State of Minnesota.
2. If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other person duly authorized to bind the partnership. The capacity and authority of the person signing will be shown.
3. If the Proposer is an individual or sole proprietorship, the individual person, stating name or tradename, if any, will sign the Proposal.
4. In any case, the Proposal will show the present business address of the Proposer at which communications from the Authority and notices served are to be received.

I. The Authority reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate. The Authority reserves the right to negotiate with one or more Proposers at any time and to request additional information, clarifications, modifications, addenda or amendments from one or more Proposers at any time.

J. All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation, will become the property of the Authority and the Authority will not be obligated to return the same to the Proposer. The Authority may use any and all information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents in any manner it may, in its sole discretion, deem appropriate. Selection or rejection of any Proposal will not affect the right of the Authority to use to any information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal.

V. PROPOSAL REQUIREMENTS

Each Proposer will submit, at a minimum, all of the following information:

- A.** A list of corporate officers/owners of the Proposer and their experience in providing similar services.
- B.** A list of other locations/venues that the Proposer manages or operates or has managed or operated and provided all or a part of the Concession Services requested as a part of this RFP or provided similar services within the past two (2) years. Please provide detailed information, nature of services provided and other relevant information that describes the Proposers experience.

- C. A detailed description of the Concession Services and the manner of service that the Proposer would envision providing during the Construction Period with regard to Plaza Concession Stand and Concession Services.
- D. A fee/payment proposal to the Authority by the Proposer for the use of the Plaza Concession Stand during the Construction period.

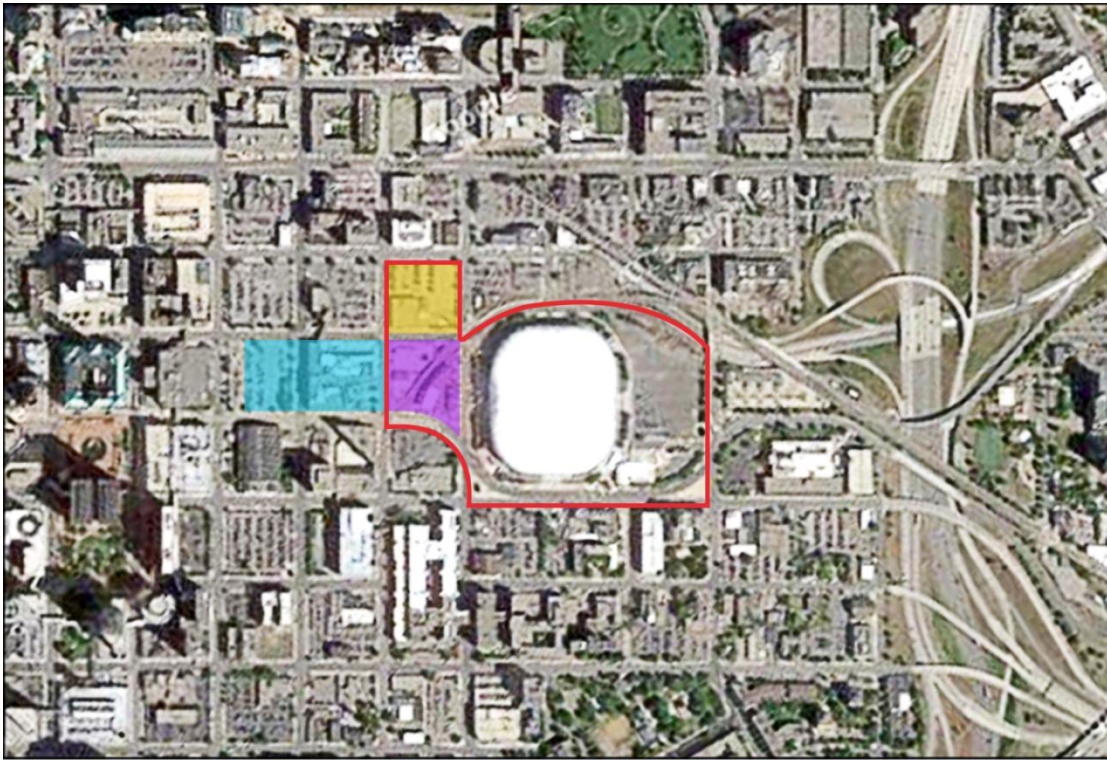
If the Proposer fails to provide the required submittals as herein delineated it may result in the Proposer being declared nonresponsive and the subsequent rejection of its Proposal.

VI. EVALUATION OF PROPOSALS





- The Authority will evaluate each responsive Proposal using such criteria as the Authority may determine in their sole discretion, including requests for clarification or additional information, if required.
- The Authority, in their sole discretion, may determine whether particular Proposers have the qualifications to provide the Concession Services requested as a part of this RFP.
- The Authority may eliminate, in their sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of the RFP.
- The Authority may reject all proposals and decide to provide the Concession Services requested as a part of this RFP without the assistance of any Proposer.
- The Authority reserves the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the services with one or more Proposer.
- The Authority will not be required to state or indicate any reason for rejection of any Proposals or those that are deemed non-qualified to provide the Concession Services, or a portion thereof, or those that are deemed nonresponsive according to the terms of the RFP.

APPENDIX A

STADIUM SITE PLAN

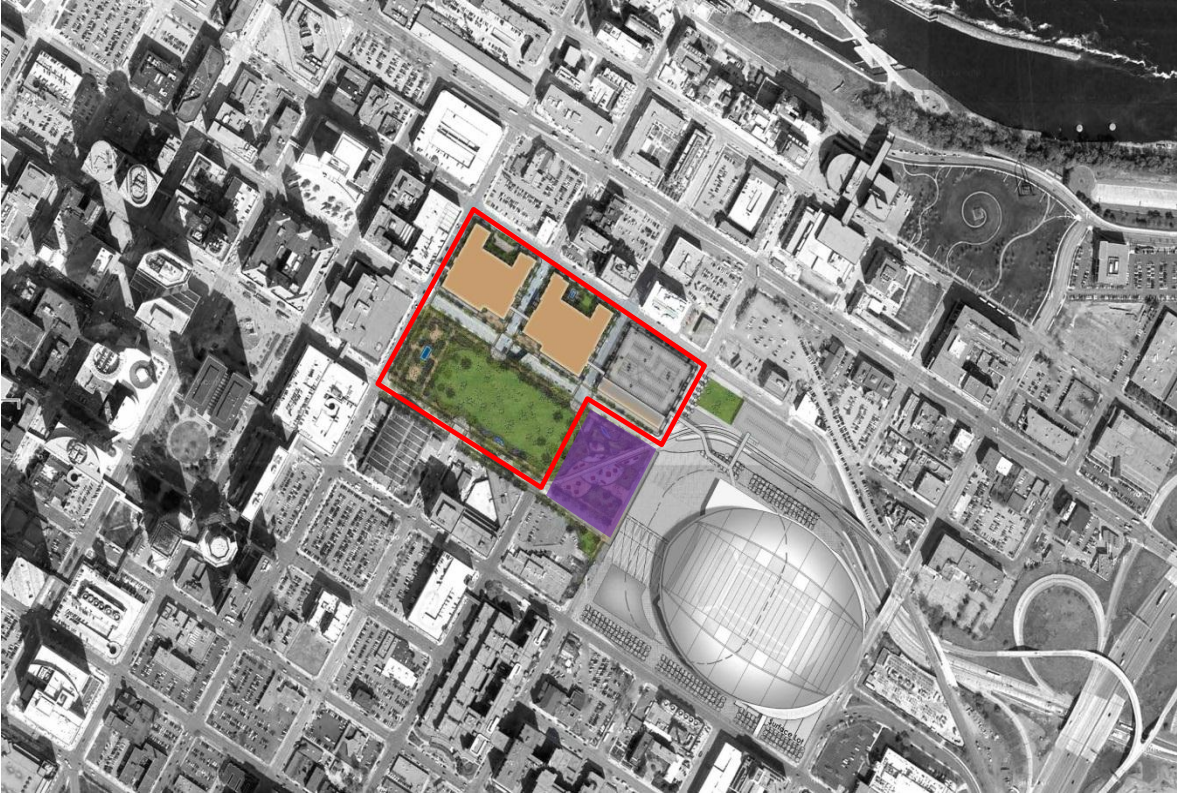


Legend

- | | | | |
|---|-----------------------|---|----------------|
|  | Stadium Site Boundary |  | Parking Garage |
|  | Urban Park |  | Plaza |

APPENDIX B

DOWNTOWN EAST SITE PLAN



Legend

-  Downtown East Site Boundary  Plaza

APPENDIX C
DEFINITIONS

“**Act**” shall mean 2012 Minnesota Laws, Chapter 299, enacted by the legislature of the state of Minnesota to establish the Authority and provide for, among other things, the financing, construction and long-term use of the Stadium and the Stadium Site.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Body or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this RFP.

“**Authority**” shall have the meaning set forth in Section I.

“**Concession Services**” shall mean the sale of food & beverages provided/prepared by the Proposer from the Plaza Concession Stand on the days and during the hours agreed to by the Proposer and the Authority during the Construction Period and as set forth in this RFP.

“**Downtown East**” shall have the meaning set forth in Section II.

“**Downtown East Parking Ramp**” shall mean the approximately 455 space underground parking facility owned by the Authority as a part of the Stadium Site and located adjacent to the Stadium.

“**Downtown East Site**” shall mean the site plan set forth in **Appendix B**.

“**Existing Stadium**” shall mean the Hubert H. Humphrey Metrodome and Mall of America Field at the Hubert H. Humphrey Metrodome located in the City.

“**Governmental Body**” shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“**Operating Plan**” shall mean the broad plan outlining the management, menu, maintenance and general day-to-day operation of Concession Services and the Plaza Concession Stand.

“**Person**” shall mean any natural person, sole proprietorship, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental body, or any other entity or organization.

“**Plaza Concession Stand**” shall mean the foodservice portion of the permanent building located on the Stadium Plaza as described in Sections I and II of the RFP.

“**Proposal**” shall mean the response by a Proposer to this RFP.

“**Proposer**” shall mean any Person submitting a Proposal in accordance with the terms and conditions of this RFP.

“**RFP**” shall have the meaning set forth in Section I.

“**Stadium**” shall mean the Minnesota multi-purpose stadium, with a capacity of approximately 65,000 (expandable to 72,000 on a temporary basis for the Super Bowl and possibly other individual events), to be constructed in the City in accordance with the Act and pursuant to other subsequent documents related thereto.

“**Stadium Infrastructure**” shall mean the Stadium Plaza, parking structures, rights-of-way, connectors, skyways and tunnels, and all other property, facilities, and improvements, owned by the Authority or determined by the Authority to facilitate the use and operation of the Stadium.

“**Stadium Plaza**” shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium and included in the Stadium Site on the block on which the Downtown East Parking Ramp and the Downtown East LRT station are located.

“**Stadium Site**” shall mean the real property, rights, easements, and access areas associated with the Stadium Site Plan and includes the site of the Stadium and Stadium Infrastructure.

“**Stadium Site Plan**” shall mean the site plan set forth in **Appendix A**.