

REQUEST FOR QUOTATIONS

NFL Player Quality, Padded Benches

FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

April 6, 2018

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.

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and the certain capital improvements that that Authority is soliciting in this Request for Quotations (“RFQ”) shall be referred to in this RFQ as the “Project”. To that end, the Authority has prepared this RFQ for the procurement of NFL player quality, padded benches project. Those who respond to this RFQ 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 Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFQ as **Exhibit 1**. The Specifications Documents meet the standards required for a National Football League (“NFL”) franchise, as well as additional standards established by the Authority. The Project must be completed by July 20, 2018 (the “Required Completion Date”).

The successful Proposer to the RFQ will be engaged to;

- Proposer must coordinate the supply, delivery and installation of NFL player quality, padded benches
- Proposer must provide a turn-key delivery and installation]
- Proposer must provide a two-year on-site warranty to repair or replace all parts and services constituting the project

B. Intent and Process of the Request for Quotations

This RFQ is focused on the selection of a Proposer who will provide the best value to the Authority in the coordinate the fabrication, supply, delivery and installation of NFL player quality, padded benches.

Proposers should have experience in the fabricating high-quality, durable NFL player quality padded benches and/or other seating products, as well as coordinating the supply, delivery and installation of

NFL player quality padded benches similar to those that are the subject of this RFQ. It is the desire of the Authority 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 during the Project. The Authority has developed an Equity Plan and 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 RFQ.

C. Scope of the Project Requirements

Please see Exhibit 1 for project requirements.

D. Requested Qualifications

The Authority 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 RFQ. It is the request and intent of the Authority that Proposers responding to the RFQ have the following qualifications.

- Experience history with fabricating high-quality, durable NFL player quality padded benches and/or other seating products, as well as coordinating the supply, delivery and installation of same.
- Ability to provide ongoing services that would include repair or replacement of NFL player quality padded benches.
- The Proposer must provide references to support the quality and durability of NFL player quality padded benches, as well as support the quality of their service and maintenance response.

E. RFQ Timeline

Advertise and issue Request for Quotations
Quotations Due
Selection of Provider
Project Completion

April 6, 2018
April 30, 2018 by 5PM
May 7, 2018
July 20, 2018

By submitting a Quotation, the Proposer affirms that this timeline can be met.

F. 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. 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 one page or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Proposer agrees that if it is proposing any services including installation work, it shall obtain worker's compensation insurance, vehicle insurance, and any other insurance required by applicable law or regulation. Proposer also agrees that it shall maintain commercial general liability insurance in commercially reasonable amounts, and that proposer shall provide upon request a certificate of insurance evidencing such coverage and additional insured status as requested. The Authority may terminate this purchase order if it determines in its sole discretion that the proposer's insurance coverage is not adequate for this project.
- Exhibit 1 – Scope and Specification Documents. See this Exhibit for details of the Scope and Specification of this project.
- Exhibit 2 – Proposal Scope of Services and Pricing Information. There are two pages for this Exhibit. The first page is for the Proposer to define the scope of professional services, if any, that will be provided to the MSFA. The second page is for the Proposer to describe the equipment, materials, and installation labor, if any, that will be provided to the MSFA.
- Exhibit 3 – Equity Plan Targeted Business Commitment and Information Form. Proposer must complete the Targeted Business Commitment and Information Form.
- Exhibit 4 – Equity Report. Proposer must complete this form at the completion of the project for all workforce services.
- Exhibit 5 – Purchase Order Form. The Authority will complete this form.

G. Quotations

Quotations are due by **April 30, 2018 at 5pm Central Time**. One electronic copy and three bound copies of each quote and should be enclosed in a sealed envelope addressed to:

Minnesota Sports Facilities Authority
 Attention: James Farstad
 1005 4th Street South
 Minneapolis, Minnesota 55415

The electronic copy should be sent via email to:
 James Farstad (james.farstad@msfa.com)
 J. P. Paul, Minnesota Vikings (paulj@vikings.nfl.net)
 Paul Martin, Minnesota Vikings (martinp@vikings.nfl.net)

Questions or Inquiries. All questions must be submitted via email by **April 23, 2018** to: James Farstad at james.farstad@msfa.com; J. P. Paul, Minnesota Vikings (paulj@vikings.nfl.net) and Paul Martin, Minnesota Vikings (martinp@vikings.nfl.net)

H. Minnesota Government Data Practices

All Quotations are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Quotations submitted by competing Proposers, and the content of all Quotations 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 Quotation any data in their Quotation that they consider proprietary information or otherwise private and confidential.

EXHIBIT 1

Scope and Specification Documents

Color of Purple CMYK: 82-100-0-12

or

PMS: 268C

Supply and install NFL Player Benches for U.S. Bank Stadium. The benches will be used primarily for Minnesota Vikings' football games



EXHIBIT 3

EQUITY PLAN

TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

No Targeted Business participation is committed on this project

The following Targeted Business (MBE & WBE) participation is committed on this project:

| Firm Name (Legal business name used for Targeted Business certification) | WBE MBE (Check one) | | How will firm participate? (subcontractor, consortium, joint venture) | Description of work | Estimated dollar value of participation | Estimated percentage of total bid |
|---|------------------------|-----|--|---------------------|---|-----------------------------------|
| | WBE | MBE | | | | |
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Total WBE % _____

Total MBE % _____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

| Firm Name | Address | Telephone Number |
|-----------|---------|------------------|
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Certification

On behalf of the proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

TERMS AND CONDITIONS

1. **Delivery.** Delivery shall be made at the time and in the manner specified. If deliveries are not made at the time specified, Buyer reserves the right to modify the delivery item, to cancel or to purchase elsewhere and hold Seller accountable for the costs thereof. All packing and cartage are included in the price. Price additions will not be allowed by Buyer unless otherwise specified on the face hereof. The F.O.B. term used on this contract is a delivery term, but risk of loss shall remain with Seller until acceptance by Buyer at the delivery destination.
2. **Integration.** This Purchase Order, including any and all writings attached hereto and incorporated herein by reference, is intended by Buyer and Seller as the final, complete and exclusive statement of all of the terms of their agreement respecting the goods or services identified in this Purchase Order. Any of these Terms and Conditions that may conflict with the normal operation of any provision of the Uniform Commercial Code ("Code") shall constitute a variation by agreement and have precedence. Notice is hereby given pursuant to Section 2207 of the Code of Buyer's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation that may be issued by Seller.
3. **Time of the Essence.** Time is of the essence in this Purchase Order. All dates and times stated herein by which Seller shall ship and deliver the goods, install goods or materials, perform services, submit samples, models, drawings and specifications to Buyer, and comply with any special instructions shall be strictly adhered to by Seller. If Seller fails to so adhere to any such date and time requirement, or should Buyer be insecure as to Seller's ability to so adhere, Buyer shall have the right to require Seller, at Seller's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as determined solely by Buyer.
4. **Warranty.** Seller warrants that all goods sold and delivered to Buyer (a) shall be free from defects in design, materials, workmanship and title, and (b) shall strictly conform to the requirements and specifications of this Purchase Order, including any sample, model, drawing or technical specifications(s) furnished by Seller to and approved by Buyer. In the event this Purchase Order does not set forth technical requirements or specifications, Seller warrants, in addition to (a) above, that the goods shall be fit for the particular use and purpose for which the goods are required by Buyer, knowledge of which use and purpose Seller expressly admits. Seller agrees that any services provided shall be performed in a good and workmanlike manner, shall conform to all applicable specifications, and shall be carried out in accordance with industry standards. Seller's warranties shall be in full force and effect for a period of one (1) year from the date on which the goods are installed or placed in use or operation, whichever date is the later, or for such longer period as may be stated in Seller's standard warranty, if any, or for such longer period as may be permitted by law. Approval by Buyer of any sample, model, drawing or technical specification(s) furnished by Seller shall not release or relieve Seller of its warranty obligations nor affect Buyer's absolute right to reject, at any time, goods which fail to strictly conform to the requirements of this Purchase Order. Any and all goods or work which fail to strictly conform to the requirements of this Purchase Order, including Seller's warranty(ies), shall be removed, replaced and reinstalled at the sole cost and expense of Seller and Seller shall be liable for and pay the full cost and expenses of making good all work damaged or destroyed by reason of Seller having sold and delivered such goods.
5. **Indemnity.** Seller warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Order and that neither the sale of the goods nor their use by Buyer or persons in privity with Buyer shall infringe any patent. Seller agrees to hold Buyer harmless from and to protect, defend and indemnify Buyer and any persons in privity with Buyer against any and all loss, liability, damage (whether from personal injury, property damage, or direct or consequential damage or economic loss), costs, attorneys' fees and expenses arising from or suffered or incurred or in any manner connected with (a) any injury to person or property caused in whole or in part by any act or omissions by Seller, Seller's agents or employees in the furnishing of articles or materials or in the performance of work hereunder, except those injuries and damage caused solely by Buyer while executing this Purchase Order or making delivery hereunder, (b) any purchase called for by this Purchase Order or the use of such purchases, or infringement of any patent, copyright, trademark, trade name, brand or slogan, or of unfair competition or any adverse statutory or nonstatutory right; (c) the alleged violation by such purchase or in its manufacture or sale of any federal, state or local statute, ordinance or administrative order, rule of regulation, or (d) any breach by Seller of any term of this Purchase Order. Seller shall fully cooperate with Buyer in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Order. For any building and construction services provided by Seller, the indemnification promised by this clause shall be limited by Minn. Stat. 337.02 such that it only applies to the extent that the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of Seller or Seller's independent contractors, agents, employees, or delegates.
6. **Conformity with Existing Laws.** Seller agrees to comply with all federal, state and local laws, executive orders, codes and regulations effective where this Purchase Order is to be performed. Where so required, all provisions of laws, rules, regulations and executive orders are hereby incorporated into and made a part of this Purchase Order. The laws of the state where purchase is to be delivered and first used without reference to its conflict of laws' rules shall govern as to all questions arising under this Purchase Order.
7. **Payments.** Buyer shall have no duty to make any payment, progress or final, to Seller for any and all of the goods or services identified in this Purchase Order unless and until goods or work are installed or used. Prior to being entitled to receive payments, Seller shall submit to Buyer an itemized invoice or Application for Payment in a form acceptable by Buyer, supported by such data as Buyer may deem necessary to substantiate Seller's right to payment. Such amounts as Buyer may approve, consistent with the terms hereof, shall be payable to Seller not later than thirty (30) days from the date upon which the invoice or Application for Payment is approved by Buyer. Buyer will provide a written explanation for any such amounts that will not be approved within fifteen (15) days of receipt of the invoice or Application for Payment.
8. **Termination.** Buyer shall have the right to terminate this Purchase Order, in whole or in part, at any time and without cause by written notice to Seller, and Seller shall immediately cease work hereunder upon receipt of such notice. If the goods identified in this Purchase Order are specially manufactured goods, and provided that Seller is not in breach of any duty or warranty of this Purchase Order, Buyer shall pay Seller all actual costs of manufacturing all conforming finished goods in Seller's possession or in shipment and goods in process of manufacture as of the date of Seller's receipt of notice of termination. If Seller has performed installation work or other services at the time of termination, Buyer shall pay Seller all actual costs of such work. If the goods are stock goods, rather than specially manufactured goods, and provided Seller is not in breach of any duty or warranty hereunder, Buyer shall only pay to Seller its reasonable re-stocking cost. In no event shall Buyer pay Seller or be liable to Seller for loss of anticipated profits or consequential or incidental damages.
9. **Changes.** This Purchase Order may not be amended or modified except in writing signed by Buyer. Buyer shall have the right to order changes at any time and from time-to-time in and to the quantity(ies), specifications, drawings, requirements and time for delivery of and for the goods identified in this Purchase Order, and Seller shall comply with all such written orders issued by Buyer. Should any such order(s) cause an increase or decrease in the purchase price of the goods or time for Seller's performance of any duty or warranty hereunder, the price and/or time shall be equitably and accordingly adjusted; provided, however, that any claim by Seller for an increase in the purchase price of the goods and/or the time for Seller to perform hereunder shall be submitted in writing to Buyer within ten (10) days of the date on

which Buyer issued its written order hereunder or shall be barred. No increase in the purchase price of the goods or the time for Seller to perform hereunder shall be binding on Buyer unless and until such change(s) is accepted by Buyer in writing.

10. No Assignment. Neither this Purchase Order nor any duty of Seller hereunder may be assigned or delegated by Seller without the prior written consent of Buyer.

11. Rights Cumulative. These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict Buyer's rights and remedies at law and in equity, all of which rights and remedies are fully reserved by Buyer. Any failure or forbearance by Buyer to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted by Seller as a waiver or relinquishment by Buyer of any of its rights and remedies under this Purchase Order at law and in equity.

12. Insurance. Seller agrees that if it is performing any services for Buyer, including installation work, it shall obtain workers' compensation insurance, vehicle insurance, and any other insurance required by applicable law or regulation. Seller also agrees that it shall maintain Commercial General Liability (CGL) insurance in commercially reasonable amounts, and that Seller shall provide Buyer within five (5) business days, upon Buyer's request, with a certificate of insurance evidencing such coverage and additional insured status for Buyer, SMG, and the Minnesota Vikings. Seller further agrees that Buyer may terminate this Purchase Order, subject to the provisions in paragraph 8 above, if it determines, in its sole discretion, that Seller's insurance coverage is not adequate for the project in question.