

REQUEST FOR PROPOSALS
Secure Perimeter Project
DESIGN WORK FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

August 25, 2022

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” or “Owner”) 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, develop and construct the Stadium and the Stadium Infrastructure, including the certain secure perimeter capital improvements that the Authority is soliciting in this Request for Proposals (“RFP”). Those secure perimeter capital improvements shall be referred to in this RFP as the “Project”. To that end, the Authority has prepared this RFP for the Project. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium. The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit A**. 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 is to be completed by the first Minnesota Vikings’ 2023-2024 pre-season home football game in August 2023 (the “Required Completion Date”).

B. Scope of Services: The successful Proposer to the RFP will be engaged to provide architectural, structural, landscape and civil engineering services (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Acquire all permits and conform to local and State codes.
- Design and perform final inspection/verification on all items required to complete the work associated with the Project.
- Phase I includes installation of a K12 secured perimeter around the Stadium on the north, east and south sides only. The west side of the Stadium and the plaza area will be included in a future Phase.
- Site Master Planning for Phase I actual and future Phase potential (concept only).

- Architectural Design for Phase I of the secured perimeter.
- Construction Administration and on-site representation
- Landscape Architecture Design for Phase I only.
- ADA design
- Code compliance
- Traffic and Pedestrian Engineering for Phase I only.
- Wayfinding signage
- Additional services as requested and documented with fees as Owner directs.
 - There will be conceptual visual images required as part of the concept package.

C. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer who will provide the best value to the Authority in the identification, design and coordination of the Project.

Proposers should have significant experience in design and construction similar to the Project. 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 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 preconstruction, design, construction management, and the construction of the Project. The Authority has developed an Equity Plan available on its website, and as described below, 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.

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 RFP. It is the request and intent of the Authority that Proposers responding to the RFP have significant experience in the architectural design and coordination of projects with secured perimeters and associated materials.

E. RFP Timeline

Advertise and issue Request for Proposals	August 25, 2022
Pre-proposal Site Visit (virtual) appointment with Ed Kroics, email: EKroics@USBankStadium.com .	Send Email request to schedule
Pre-proposal Site Visit Dates	After August 25, 2022

Issue draft Design Services Agreement	August 29, 2022
Submittal of Questions and signed Confidentiality Agreement Due by	August 31, 2022, at 4:00 pm
Confidential security information provided	September 1, 2022
Proposals Due	September 8, 2022, at 1:00 pm
Shortlist Determined	September 9, 2022
Interviews of Selected Proposers (virtual)	September 12-14, 2022
Selection of Primary Architect	September 16, 2022
Project Start	Mid-September 2022
Project Completion	August 2023

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:

1. 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.
2. Provide a narrative describing successful examples of your firm's experience in successfully designing and administering construction of secured perimeters at sports stadiums.
3. Provide the total dollar amount of full-service architectural design fees billed by your firm and all offices for the calendar year 2021.
4. Describe ownership of your firm and list its principal shareholders.
5. Describe your firms' practices and processes in minimizing and dealing with disputes.
6. Proposed fees and structure. See attached Outline of Compensation for Architectural Services; Exhibit G.
7. Submit Exhibit C – Confidentiality Agreement and Exhibit D – Non Collusion Statement
8. Detail any arbitration or litigation results or in process since year 2018 and detail any current claim for which arbitration or litigation has not been commenced, including any matter tendered to the firm's insurance carrier(s).
9. Provide a clear description on a separate document any exceptions taken to terms or conditions on anything noted herein or attached.
10. Provide comments to the draft Design Services Agreement in a "blackline format." The successful firm will be required to enter into an Agreement immediately and substantially in the form of the draft Agreement, so any exceptions to the terms and conditions that are not included in your proposal will not be open for discussion at a later date.
11. Provide a detailed Design Schedule.

12. Complete and submit a fully executed confidentiality agreement.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, the Authority 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 1,000 points will be available as follows:

Project Delivery:	300 points
Technical Approach:	300 points
Commercial Terms:	300 points
Interview:	100 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest score(s), as determined by the Authority in its sole discretion, will then be short-listed and selected to enter into final discussions and negotiations with the Authority, as a result of which the Authority 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.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work, including design professionals. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects to which team members are assigned currently for year 2022. 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.

Technical Approach – 300 Points

1. Preliminary layout of secured perimeter.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary design and coordination services for a complete Project and all scope of work items required by this RFP, including without limitation:
 - All design or design assist services,

- Estimate of all other project expenses including travel, shipping, and sales tax (if any); and,
- Proposed form of Exhibit G.

2. Agreement to or Requested Revisions to Agreement Terms. The extent to which revisions are requested to the Authority's proposed Agreement will be given point deductions in the sole discretion of the Authority.

Interview – 100 Points

The Authority will conduct an interview with qualified Proposers that have submitted a responsive proposal. The Authority, at its sole discretion, will select which Proposers to interview.

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.

G. Other Terms

The Authority 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, 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.

I. Pre-Proposal Meeting

Pre-proposal site visits will be by appointment only. Arrange a site visit with Ed Kroics at email: EKroics@usbankstadium.com.

Proposals are due by 1:00 PM CST September 8, 2022. One electronic copy and 2 bound copies of each Proposal should be enclosed in a sealed envelope addressed to:

Minnesota Sports Facilities Authority
Attention: Mary Fox-Stroman
1005 4th Street South
Minneapolis, Minnesota 55415

With an electronic copy sent via email to:

Mary Fox-Stroman, email: Mary.Fox-Stroman@MSFA.com

Nate Pearson, email: npearson@tegragroup.com

II. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm CST. August 31, 2022, to:

Mary Fox-Stroman, email: Mary.Fox-Stroman@MSFA.com

Nate Pearson, email: npearson@tegragroup.com

III. 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.

IV. Other Exhibits to the RFP

Exhibit A	Project Scope Documents
Exhibit B	RESERVED
Exhibit C	Confidentiality Agreement
Exhibit D	Non-Collusion Affidavit
Exhibit E	Minnesota Department of Human Rights – Certificate of Compliance
Exhibit F	Acknowledgement and Attestation Form
Exhibit G	Fee Structure (separate attachment)
Exhibit H	Preliminary Schedule (separate attachment)

EXHIBIT A – Project Scope Documents

The Scope of Services for the Architectural Design and Engineering for the Secured Perimeter of U.S. Bank Stadium are described below:

1. Architectural design of the secured perimeter with K12 rating on the south, east, and west sides of the Stadium.
2. Design team is responsible for architectural layout, structural footings and fence design, landscaping and civil engineering for Phase I only as described above.
 - a. Site Master Planning for Phase I actual and future Phase potential (concept only).
 - b. Architectural Design for Phase I of the secured perimeter.
 - c. Construction Administration and on-site representation
 - d. Landscape Architecture Design for Phase I only.
 - e. ADA design
 - f. Code compliance
 - g. Traffic and Pedestrian Engineering for Phase I only.
 - h. Wayfinding signage
 - i. Additional services as requested and documented with fees as Owner directs.
 - i. There will be conceptual visual images required as part of the concept package.
3. Coordinate meetings and work with Owner and Owner’s advisors for approvals to the City of Minneapolis.
4. Work with Owner’s representative and eventual construction manager to price and secure materials for the K12 rated materials and other materials.
5. Owner may add additional services as required. All additional services will be documented with a fee proposal and contract revision request.

EXHIBIT B – RESERVED

Exhibit C

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement (the "Agreement") is made and entered to as of the day of _____ 202_, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction, financing of work at the 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 as a result of a disclosure made by Project Participants 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 Proposer 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.

6. 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.

7. 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 _____, 202_

("Authority")

("Proposer")

WITNESS:

(If Proposer is a Corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT

[PROJECT NAME]

[PROJECT NUMBER]

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 E



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 • 625 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 F

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 and correct.

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Title: _____

Date: _____

Witness: _____

Name: _____

Date: _____

Note: Use full corporate name and attach corporate seal, if any, here.

{SEAL}