

**MINNESOTA SPORTS FACILITIES AUTHORITY**

**REQUEST FOR PROPOSALS**

**INTEGRATED STADIUM APPLICATION  
FOR  
U.S. BANK STADIUM  
MINNEAPOLIS, MINNESOTA**

**SEPTEMBER 14, 2015**

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**Table of Contents**

	<b><u>Page</u></b>
A. Project Background and Objectives.....	1
B. Intent and Process of the Request for Proposals .....	4
C. Stadium Apps Requirements .....	4
C.1 Services Requirements.....	5
C.2 Hardware Requirements.....	5
C.3 Functional Requirements and Minimum Functionality .....	6
C.4 Communications, Analytics and Transactions Requirements.....	7
C.5 Technical Requirements .....	8
C.6 Mobile Requirements .....	8
C.7 On-Premise and Hosting Option Requirements .....	12
C.8 Ongoing Services Requirements .....	12
D. Requested Qualifications.....	13
E. RFP Timeline .....	13
F. Qualifications and Evaluation Criteria .....	13
F.1 Proposer Qualifications.....	13
F.2 Submittal Requirements: Evaluation of Proposals .....	15
G. Project Labor Agreement.....	18
H. Payment and Performance Bonds .....	18
I. Pre-proposal Meeting .....	18
J. Proposals Due .....	18
J.1 Proposal Due Date .....	18
J.2 Proposal Delivery Requirements .....	18
K. Questions or Inquiries.....	19
L. Minnesota Government Data Practices .....	19
M. List of Exhibits .....	19
EXHIBIT A CONTRACT FORM TO BE PROVIDED BY PROPOSER.....	A-1
EXHIBIT B NON-COLLUSION STATEMENT.....	B-1
EXHIBIT C MINNESOTA DEPARTMENT AFFIRMATIVE ACTION DATA PAGE .....	C-1
EXHIBIT D AUTHORITY’S EQUITY PLAN.....	D-1
EXHIBIT E STADIUM PLANS .....	E-1

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**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 (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”). To that end, the Authority and the Team have prepared this Request for Proposals (“RFP”) for the design, development, coordination, supply, installation and testing of the Integrated Stadium Application and Hardware (the “Stadium App”). The preliminary program for the Stadium App is incorporated within this RFP. Those who respond to this RFP shall be referred to as a “Proposer” or “Proposers”.

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. Selected Construction Documents may be incorporated within this RFP as **Exhibit E** – Stadium Plans. 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 “Required Construction Schedule”).

At full capacity, U. S. Bank Stadium attendance will equal the population of the 8th largest city in Minnesota. The new 1.75 million square foot stadium will provide several unique features compared to all other stadiums, including the largest transparent ethylene-tetraflouroethylene (ETFE) roof in the nation and five 95-foot high pivoting glass doors that will open to a nearly three-acre plaza, urban park and the Minneapolis downtown skyline. With the stadium’s openness, participants will experience an outdoor feel in a climate-controlled environment. Minnesota Vikings fans will also be as close to the action as any NFL stadium, with seats just 41 feet from the sideline. Seven levels in the stadium, including two general admission concourses with 360-degree circulation and various views into the bowl, will be connected via escalators, elevators, stairs and a continuous ramp. Inside, three of the stadium’s seven levels will feature suites, including some at field level. Two of the largest and highest-quality HD video boards in the NFL will be located in both the east and west end zones, and nearly 2000 HD flat screen televisions and video walls will be distributed throughout the stadium. Therefore, to align with the physical experience, a definite “cool factor” needs to be reflected in unique Stadium App and user experience.

The U. S. Bank Stadium Technology Vision is to provide the optimal large venue participant experience available anywhere in the world. We want that experience to begin anytime desired, and especially as individuals, families and groups leave their front door on the way to the Stadium. The Stadium App will offer participants' access via a cellular or Wi-Fi connection to information such as event highlights and calendars, traffic conditions, and public transit schedules, parking availability, way finding, security guidelines, and merchandise specials.

The ability to simplify the logistics of moving and managing crowds, including senior citizens and persons with disabilities, is a critical success factor in creating a world class Stadium experience. Content streamed to the hand held devices, prior to and during transit, including pre and post-game news and analysis, daily insider reports and in-depth interviews with players, coaches, alumni and front office personnel can be leveraged to promote increased use of mass transit options to greatly improve the smooth flow of crowds of up to 65,400 (72,000 for a Super Bowl) entering and exiting the U. S. Bank Stadium. In addition food, beverage, hotel and entertainment specials must be made available to Stadium App users during their public or private transit to and from the venue. Personal vehicle users must also benefit from access to information about parking availability and suggested route options.

At nearly 3 acres, The Stadium Plaza connects the facility to a new Urban Park and the City of Minneapolis. Video displays, audio systems, Stadium DAS and Wi-Fi coverage aligned with the City Wi-Fi network will enhance the visitor experience at games, live performances and Stadium events to create a visitor experience zone where people can connect and recreate. The Authority and the Minnesota Vikings will participate in the conversation by sending visitors and fans personalized messages and special offers, based on their location, their personal preferences, and tailored to the event and its sponsors.

Once within the Stadium, connectivity to the U. S. Bank Stadium DAS Wi-Fi infrastructure will be ubiquitous to end user devices. The in-venue experience will begin. Being in a crowded environment can be overwhelming. Beyond entrances, exits, and life safety issues, circulation within the U. S. Bank Stadium must flow smoothly, promoting ease of access, especially at high capacity events. Large format flat screens and video walls will present location and time aware content to participants as they enter the venue. Pre event content will focus on way finding, facility orientation, event highlights, entertainment, and current promotions. Select IPTV monitors and video walls will support interactivity by the public, allowing visitors to engage with personalized content. As individuals move throughout the facility, the Stadium App will present users with information about nearby food and beverage options, clubs, merchandise outlets or restroom locations on their mobile devices.

The Stadium will be provisioned with a very high-density wireless broadband infrastructure to support both cellular and Wi-Fi device access from anywhere in the venue; including bowl seating, concourses, suites, clubs, restaurants and the Stadium Plaza. Users will be able to access personalized event content; and via the IPTV system, select camera viewing angles; pause, rewind, and view highlight videos from a variety of angles; and via the Stadium App engage with social media to upload pictures and videos to Facebook, Twitter and Instagram.

The Authority and the Minnesota Vikings will utilize the Stadium App to engage participants, asking them to upload photos that may appear on the scoreboard; participate in trivia contests; share updates with venue-generated hashtags; preview concessions and merchandise offers; check on real time Fantasy Sports Teams statistics or send a video message or coupon to family and friends from anywhere. The Stadium App will also integrate to game and league highlights, and NFL RedZone and Fantasy Football data.

Concession areas will be equipped with digital screens synched to concession information systems and dynamic menu and pricing schedules which can be immediately adapted, via the IPTV system, to reflect customized event offerings. To minimize wait times and congestion in concessions and merchandising areas; application users will have the option of using cashless transaction technology at all points of sale within the U. S. Bank Stadium. Large format monitors will provide live event video to reduce the stress of long lines.

Suites will offer an in-venue secure living room environment accessible from a separate, dedicated concourse. The suites offer proximity to the field, clear views, and a combination of HD monitors, dedicated phone lines, computers and tablets with wireless Internet access integrated into each suite. The U. S. Bank Stadium will feature an in-house channel line up with multiple audio and video source options that will allow patrons to access customized programming while attending games, concerts and other U. S. Bank Stadium events, on-line food and beverage ordering, weather and traffic alerts.

U.S. Bank Stadium will also host up to 400 additional events each year, including concerts, meetings, trade shows, and sporting and community events. It is the Authority's plan to offer a compelling, easy to use and reliable digital attendee experience at all events. To enable this goal, we intend to implement a Stadium App that provides transit and Stadium way finding navigation, POS transaction, ticketing, information, calendar, digital engagement, social media, requests for assistance, accessibility and support services for senior citizens and persons with disabilities and convenience functionality for all attendees at Stadium events. This functionality will require development and seamless integration with Team and League applications, Stadium technology such as the IPTV system, U. S. Bank Stadium and Minnesota Vikings business partners, as well as other providers of desired functionality such as social media apps, way finding applications, POS transactions, ticketing, calendar and accessibility services. In addition, we intend to leverage the Stadium App to promote full utilization of the facility, and to enhance Authority, Minnesota Vikings and business partner revenues.

The primary objectives are to deliver a state of the art digital platform for U. S. Bank Stadium attendees by June 15, 2016, that will:

- Create a unique, integrated and compelling attendee digital engagement experience for all categories of attendees,
- Integrate with key Authority and Minnesota Vikings and their strategic partners; including SMG, Aramark, Ticketmaster and Metro Transit,
- Optimize the monetization of the Stadium App

The respondents to this RFP must demonstrate the capability to develop and implement the required IT infrastructure and applications that will support a superior, reliable, consistent, scalable end user experience via Wi-Fi in the Stadium; via Cellular connection; and on-line. The selected vendor team must take full accountability for the desired outcome but may utilize an extended team of Sub-contractor(s) and business partners.

The target primary audience is comprised of fans of the Minnesota Vikings and others who will use U. S. Bank Stadium to attend games and/or participate in one or more of the 400 additional events that will take place each year. Projections call for more than 1.3M Stadium attendees annually with approximately 50% of those attending Minnesota Vikings games.

The Stadium App will be continually enhanced over time (performance, functionality, user experience, monetization, etc.) The Phase One Stadium App must be rock solid in performance out of the gates with an easy to use and consistent user experience. The minimum required functionality detailed in this RFP must be developed, fully tested, accepted and operational by June 15, 2016.

The successful Proposer to the RFP will be engaged to design, development, coordinate, supply, construct, install, commission, and test the complete Stadium App for the Project (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Design, coordination, supply, installation and testing of the complete Stadium App for the Project;
- All necessary equipment and other equipment as needed to provide a turnkey installation and delivery of a fully operational Stadium App; and
- Two-year on-site warranty to replace or replace the hardware, along with help desk software support for the first year of operation of the Stadium App.

## **B. Intent and Process of the Request for Proposals**

This RFP is focused on the selection of the design, coordination, supply, installation, and testing of the complete Stadium App for the Project, as well as Stadium Apps integration with other technology systems.

*Note: It is preferred that Proposers in collaboration with any required sub-contractors respond to the entire scope as defined in this RFP (C.1 – C.8). However, Proposers also have the option to prepare a response that at a minimum fully addresses only Sections C.1 – C.7.*

*Proposals prepared to respond to only Section C.8 **Ongoing Services Requirements** will also be accepted.*

Stadium Apps providers should have significant experience in the design, construction, installation, commissioning, and maintenance of Stadium App (“Providers”). In order to be evaluated to serve as the Provider(s) of the Stadium App for the Project, Proposers should have experience as a Provider on a professional or major collegiate sports venue with a seating capacity in excess of 15,000 seats. 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 preconstruction services, design, construction management, and the construction of the Stadium App for 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 preconstruction, design, construction management, and the construction of the Stadium App for the Project. As described below, each Proposer should describe how they will encourage the participation and utilization of MBEs and WBEs in the Proposers’ performance of their services consistent with the goals expressed in **Exhibit D**. MBEs and WBEs that are interested in acting as the Stadium App Provider for the Project are encouraged to respond to this Request for Proposals.

## **C. Stadium Apps Requirements**

The Provider is required to design, coordinate, supply, install and test the complete Stadium App for the Project in accordance with the terms of the RFP and any future Addenda.

The Stadium App proposed in each Proposer’s RFP response must meet the following requirements:

**C.1 Services Requirements**

- A clear blueprint and definition of the Stadium App
- Matching proposed services and functionalities with key segments of the public visiting the Stadium including but not limited to children, seniors and persons with disabilities
- The development of, and/or integration with, all required elements of functionality and other Stadium systems
- Creation of a seamless and easy to navigate mobile application user experience including interaction with and analytics for partners existing applications.
- Identification of and integration with and analytics for required key business partners’ functionality
- Detailed technical approach and development, analytics, testing and acceptance plan
- Detailed plan for ongoing platform development enhancements and updates including improvements to analytics capabilities
- Detailed plan for agency services to optimize revenue generation and manage sponsor alignment in the monetization of the Stadium App
- Detailed Stadium App project and ongoing 10-year support costs including required integration
- Detailed Monetization plans for Stadium App, with 10-year revenue and cost projections

**C.2 Hardware Requirements**

1. Ticket Scanners (Stationary and Hand Held)

- 150 Wi-Fi enabled, battery operated all format Ticket Scanners, with color customization, delivered and tested with batteries and integrated into Cisco Stadium Wi-Fi. Please identify proposed scanner locations on **Exhibit E** - Stadium Plans. Include unit pricing in your proposed cost summary.

2. Location Sensors

- Geo-location Enabled Beacons or other Technology: Include sufficient Geo-location Beacon units to provide coverage of the Stadium in not more than 30 foot radii increments; delivered, equipped with batteries, placed, affixed, tested and integrated into Cisco Stadium Wi-Fi. Please identify proposed sensor technology locations on **Exhibit E** - Stadium Plans. Include unit pricing in your proposed cost summary.

3. Server Hardware

- Server Hardware to be included, delivered, loaded with software, configured, tested and integrated will include the following:

- Video Integration (Include unit pricing in your proposed cost summary):
  - (i) Storage server 1 for every 1 elemental live encoder (2-4 cores, 16GB Ram, SSD fast storage),
  - (ii) Dejavu/Gameserver servers - 2 (4-8 cores, 32GB Ram),
  - (iii) Content Cache - 2 (4-8 cores, 64GB Ram), and
  - (iv) Video SDI Quad Composite Unit for integrating 4 camera feeds into 1 feed.
- Food & Beverage Mobile Ordering: Transaction-services server technology capable of scaling up to Stadium wide in-seat ordering. Include unit pricing in your proposed cost summary.
- Ticketing: Appliance Server - 2 (4-8 cores, 32GB Ram, all scanners communicate must with these servers and need to be in the same network, this server will also need to communicate with TicketMaster's Access Manager).

#### 4. Data Warehouse Server

- The Data Warehouse Server to support Stadium Application Local Analytics and Reporting must be delivered, loaded with software, configured, tested and integrated for querying.

### C.3 **Functional Requirements and Minimum Functionality**

#### 1. Functional Requirements.

- The Stadium App solution must:
  - fully complement with and seamlessly integrate with; Minnesota Vikings and NFL applications, SMG event calendars, Aramark POS system, Ticketmaster, Metro Transit ticketing, schedule and digital display systems, and Downtown Event and Entertainment Calendars/Coupons.
  - adhere to applicable industry standards such as ADA, but place no restrictions on ability to integrate with necessary partners and Stadium technology (e.g. IPTV system, video, etc.)
  - be configurable and customizable. The SMP solution must have ability to integrate additional external partners via API's.
  - embed one or more analytics partners' SDK to facilitate analytics implementation from the outset
  - have ability to exchange or purchase any inventory unit.
  - have ability to offer gaming and other engagement components.
  - support technology design components to facilitate accessibility for persons with disabilities.

#### 2. Minimum Functionality.

- Necessary June 15, 2016 minimum functionality for the Stadium App includes:

- Integration to Stadium Multi Carrier DAS, Cisco Wi-Fi, Cisco Stadium Vision IPTV System
- Provide full Stadium Vision Mobile 4.0 or equivalent functionality and integration
- Integration with; SMG, Minnesota Vikings and NFL Web Sites and applications, SMG Stadium event calendars, Aramark Micros or equivalent POS system, Ticketmaster and Metro Transit transaction applications.
- Preference / Comfort Way Finding Stadium Navigation
- Access within the Stadium App to Social Media applications and texting (please specify which Social Media integrations are included)
- Accessibility for persons with disabilities: compliance with W3C accessibility guidelines.

#### C.4 **Communications, Analytics and Transactions Requirements**

The Stadium App must meet the following minimum communications, analytics, and transactions requirements:

- Data Warehouse hardware, software and implementation required for storage and management of analytics tools and information.
- Session data: Who are the users are and when are they on the application including; retention, location, OS, Language, Network Carrier, device model, application version
- Ability to provide access to, or facilitate Credit Card transactions, and track users' 'Standard Bandwidth' and 'Premium Level Bandwidth' connectivity to Stadium Wi-Fi with options for 'No Charge' access and 'For Charge' access on an Hourly, Daily, or Defined Event Period basis.
- Event data: What are the users doing and what features are they using including; funnels, Event-based cohort analysis, attributes associated with events (e.g.: purchases, unit price paid)
- Raw data export for integration with other tools such as BI systems
- Ability to rollup usage analytics across all applications, including; aggregate segments, behavior across applications, individual users across applications
- Real-time reporting during Event periods
- Messaging / Marketing (in order to do marketing right and leverage the native iOS and Android platforms they'll need native applications)
- Push notifications: ability to message users whether they are logged into the application or not, e.g.: "We noticed you were at last concert, check out tickets for next one", promote sharing the game score, news on social media (prepackaged Tweet or Facebook post; as well as the ability to target message recipients based on any session or event data
- Personalized transactional messages linked to user profile and/or CRM data e.g.; "Thank you [NAME] for your purchase of a [ITEM] for [PRICE]", "Here's a deal on your [FAVORITE ITEM]", "Your [FAVORITE PLAYER] just [made a TD]"
- Location-based Messaging: e.g.; users (push or in-app) who are near the beer concession stand, Message users who are in Sections 10-15
- Frequency capping ability to set triggers for interactions and messaging (control of triggers and frequency of push notification and in app messaging)
- A/B testing messaging copy and in-app creatives

- Ad Attribution (When acquiring users from mobile ad networks, ability to segment users based on which network they originated from e.g.: users acquired from Facebook mobile ads are 2x more likely to buy hotdogs than users acquired from AdMob (Google))
- Smart remarketing campaigns based on past acquisition channel + behavior e.g.: Users who have not used the app in the past 5 events, can be targeted on mobile ad networks to re-open / re-install (if deleted) the app e.g.: Target users with downstream events on other mobile ad networks to purchase tickets, LTV or future engagement by attribution channel
- Ability to do engagement campaigns ad hoc without a developer
- Ability to set user profile info / feed from CRM/POS information to target messaging / engagement campaigns
- Access to raw data / export for manipulation and import into bespoke BI platform
- Additional channels incl. email, SMS
- Transactional API to trigger messages based on server information / not just events/actions
- Analytics /explore data through funnels, flows, and segments

## C.5 Technical Requirements

The Stadium App must seamlessly operate on any mobile device regardless of brand and screen size. Requirements include:

- iOS compatibility
- Android compatibility
- Responsive Web design
- Web enabled
- Ability to integrate by API or other means with key strategic partners
- Ability to import content from multiple sources and in multiple formats
- Ability to export content to other platforms or apps
- Ability to provide basic analytics and reporting
- Ability to post, manage and report on advertising and promotions
- Ability to post to social media within the platform
- Ability to utilize push messaging within the platform
- Compliance with W3C WAI Mobile Accessibility Standards
- Level 3.0 PCI Compliance

## C.6 Mobile Requirements

### 1. Customer Requirements Document

- Gather the Authority's features and functionality requirements for StadiumVision Mobile or equivalent implementation via a requirements workshop such as:
  - StadiumVision Mobile or equivalent configuration
  - LAN/WAN network architecture details
  - Network and Video Head End infrastructure connectivity.

- Document StadiumVision Mobile or equivalent implementation agreed to during the requirements workshop and the expected Quality of Experience (QoE) template, and document them in the Customer Requirements Document (CRD). The CRD is a detailed overview of the Authority's StadiumVision Mobile or equivalent existing environment, which documents the Authority's required functional specifications for the StadiumVision Mobile or equivalent implementation and includes a High Level Design limited to a functional block diagram.
- Provide the CRD to Authority for review and approval in accordance with the Document Deliverable Review and Approval Process.
- Identify stakeholders who will be responsible for specifying StadiumVision Mobile or equivalent feature and functionality and network requirements, and ensure the stakeholders are available for interviews as and when required by Contractor
- Provide Authority's final requirements for StadiumVision Mobile or equivalent during the CRD workshop.
- Review and approve the CRD.

## 2. StadiumVision Mobile or equivalent Solution Ready for Use (SRFU) Document

- Develop an SRFU document. The SRFU refers to a plan which describes the test cases which will be executed to validate the implementation of the individual components and all interactions between hardware and software components listed below to simulate an actual event at the venue. SRFU document shall include test cases for the following:
  - Configurations of the Streamer
  - Configurations of the Encoder
  - Configurations of the Reporter
  - Video content control from the Streamer
  - Integration with Video Head End infrastructure
  - Application level testing of the StadiumVision Mobile or equivalent solution, which is the delivery of streaming video over the Customer's existing Wi-Fi infrastructure to mobile devices.
- Provide the StadiumVision SRFU document to Authority for review and approval.

## 3. Mobile Video Transport ("MVT") Implementation

- Configure Streamer server(s) in accordance with the CRD
- Configure Reporter server(s) in accordance with the CRD.
- Configure Elemental encoder(s) in accordance with the CRD.
- Integrate the StadiumVision Mobile or equivalent solution with the existing Video Head End infrastructure at the venue, including, if applicable, updates to the configuration of Authority's Digital Content Managers (DCMs) in accordance with the CRD.
- Perform testing activities at the venue in an empty venue environment (which for the purposes of this SOW shall mean when a live sporting event, or other primary

use event is not being held at the venue), in accordance with the agreed SRFU test plan which will include the following testing activities:

- Video/audio streaming from VHE sources through encoder, to SVM Streamer
  - Video/audio streaming with Forward Error Correction (FEC) to test client endpoints
  - Usage statistics from test client endpoints to SVM Reporter.
- Update the StadiumVision Mobile or equivalent SRFU plan with the SRFU tests results and provide the updated StadiumVision Mobile or equivalent SRFU document to Authority.
4. Connected Stadium or equivalent Wi-Fi (CSWF) Controller Feature Implementation (“CFI”) Upgrade
- Upgrade Wireless LAN Controllers (WLCs) to firmware version with appropriate multicast and SVM feature support as specified in the CRD.
5. Connected Stadium or equivalent Wi-Fi (CSWF) Infrastructure Multicast Support (“IMS”) Configuration
- Create the following configurations for the CSWF infrastructure in accordance with the CRD in support of SVM multicast transport requirements:
    - Fixed Multicast PHY Data rate per radio
    - Dynamic Multicast PHY Data rate per radio and RF Group
    - Multicast buffers per SVM-serving WLAN
    - Multicast transport between WLC and Access Points (APs)
    - Traffic filters for Multicast impacting applications, including:
      - Disable Bonjour traffic with an ACL applied in WLCs on guest interface
      - Disable IPv6 traffic with an ACL applied on guest WLAN in WLCs.
  - Generate (1) configuration template for the purpose of configuring WLCs. This template will be included in the As-Built documentation.
  - Provide configuration templates on WLCs.
  - Confirm that the WLC configurations have been implemented to meet the expected performance as identified in the CRD at the venue in an empty venue environment, in preparation for Multicast Application Integration (MAI) testing during live events.
6. Connected Stadium or equivalent Wi-Fi (CSWF) Multicast Application Integration (“MAI”)
- Perform dedicated client device verification during a live event to determine optimal multicast transmission rates within the venue in accordance with the SRFU document. Verification shall take place within the venue at (10) locations within the venue, to be mutually agreed upon by Contractor and Authority.

- Identify (3) specific client device models to be used for dedicated client verification.
- Capture of Multicast Application Integration (MAI) test data via standard Cisco test suite of applications (Omnipeek, Spectrum Expert, and Cisco's SVM client) for five (5) MAI events as scheduled in the PMP, in accordance with the SRFU document where an MAI event is defined as the primary use event in the Venue. Primary use of the venue will be documented in the CRD.
- Analyze the test data captured for (5) MAI events on a per-event basis, including the QoE assessment based on the QoE materials contained in the CRD.
- Provide configuration modifications (if required) based on analysis of the captured test data. These configuration modifications will be included in the As-built documentation.
- Validate configuration modifications prior to the next event scheduled at the Venue in accordance with the CRD including:
  - Configuration of bowl AP radios for downstream-multicast traffic rates.
  - Configuration of bowl AP radios for Multicast/SVM feature set on a per radio basis for upstream RF characteristics.
  - Document and provide final state MAI details in the updated SRFU document describing performance results, including the final QoE assessment.

#### 7. StadiumVision Mobile or equivalent Knowledge Transfer

- Provide information to Authority regarding any course pre-requisites for all Authority personnel nominated to attend the Knowledge Transfer workshop. Contractor will determine an appropriate format and delivery method of the Knowledge Transfer workshop.
- Provide (1) Knowledge Transfer workshop of no more than (1) day to be held remotely to review all aspects of system design, operation, monitoring and troubleshooting for up to (10) participants
- Establish the commencement date for the Knowledge Transfer workshop within five (5) business days following completion of the MAI tests.
- Provide related knowledge transfer material, if any, electronically

#### 8. Documentation Deliverables

- For document deliverables that are subject to review and approval from Authority, the following review and approval process will apply:
  - Contractor will present the draft document deliverables to Authority when the document is ready for review and approval.
  - Authority shall review the draft document deliverables with Contractor, providing written comment or approval of the document deliverables after completion of such review.
  - If Authority provides comments, then Contractor shall address such comments in a timely manner and this process for review and approval will be repeated.

## C.7 On-Premise and Hosting Option Requirements

1. Options for Working Offline. The proposed Stadium App must provide options for working offline as seamless as possible in the event of network outages for an extended period of time and provide no impact to the end user.
2. Hosting Environment. The Provider should provide specifications for the hosting environment required to run the Stadium App, as well as a recommendation for on-site hosting or off-site hosting in a SOC-1 certified data center. Provide associated pricing for both options as well as details on their compliance with the following technical capabilities:
  - Capacity management
  - Stadium App, network, and application monitoring
  - Guaranteed SLA performance to include page load times
  - Application updates
  - DNS administration
  - High availability environment
  - Guaranteed SLA > 99.9%
  - Disaster recovery using a separate facility (applications and management systems)
  - Recovery time objective (“RTO”) = 1 Hour
  - Recovery point objective (“RPO”) = 15 Minutes
  - DR environment capacity > 25%
  - Security (including periodic client visits for auditing)

## C.8 Ongoing Services Requirements

In addition to technical experience, the Contractor and/or Sub-contractor(s) must demonstrate the ability provide ongoing turnkey professional and technical services to continually optimize the design, functionality, performance and monetization of the Stadium App. In addition, the selected vendor must demonstrate experience working with best-in-class vendors and provide use cases from vendors and references with those working with sports entertainment and media companies.

Specifically, the Contractor and/or Sub-contractor(s) must provide:

- Business Planning
- Ongoing Platform Development
- Project Management
- Partnerships Outreach and Alignment
- Use and Monetization Promotions Campaigns
- Creative Design Services
- Acquisition and Growth of User Base
- Social Media Ad Placement
- Mobile Media Sales
- Ongoing Technical Integrations
- iOS and Android Development and Updates
- Reporting and Static/Dynamic Analytics

- Loyalty and Engagement Strategic Planning
- Ability to or plans to support location-based marketing

**D. Requested Qualifications**

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

- Experience in the design, coordination, supply, installation, and testing of a complete Stadium App on a professional or major collegiate sports venue with a seating capacity in excess of 15,000 seats.
- In-house capacity to produce necessary design, construction, and schedule documentation, which does not preclude any Proposer from also identifying potential sub-consultants that could assist in producing such estimates and schedules.
- Performance and payment bond bonding capacity or ability to obtain bonding capacity to the full amount of the selected scope of the Stadium App contained within the submitted Proposal.

**E. RFP Timeline**

Advertise and Issuance of Request for Proposals	September 14, 2015
Pre-proposal Meeting (511 11 <sup>th</sup> Ave, Suite 401, Tele Bridge TBD)	September 23, 2015
Written Questions Due	September 30, 2015
Proposals Due	October 30, 2015
Interviews of Shortlisted Proposers	November 13, 2015
Final Negotiations	November 24, 2015
Selection of Provider	December 4, 2015
Project Completion	June 15, 2016

**F. Qualifications and Evaluation Criteria**

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, Team, and public.

**F.1 Proposer Qualifications**

The following items shall be included in a Proposal response:

- 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.

- Please provide a second detailed team organizational chart showing the structure of the team proposed to provide ongoing support technical and professional services to optimize the success of the Stadium App, and a corresponding role, accountability and bio for each key team member.
- 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 10 years or that are currently under construction or management. Include:
  - Client
  - Project Name
  - Current User Base Population
  - Monetization Value
  - Time Span of Services Provided
  - Contracting or ownership entity.
  - Site description; listing dates of construction, seating capacity, project gross square footage, and wireless environment. Proposers shall be specific about which projects have been worked on by current employees while employed by your firm vs. those that were worked on while employees of another employer. List key principal of Proposer who was responsible for the project.
  - Key contact or reference from project Owner including name, title, email, and telephone number.
- Provide representative sample deliverables from projects managed by Proposer during that last 10 years or that are currently under construction or management. Include:
- Digital and mobile platform development examples including
  - User engagement screen shots.
  - Digital solutions for way finding
  - Integration of disparate data sources into a digital platform solution.
  - Project Management Methodology
  - iOS and Android Development and Updates
  - Reporting and Analytics
  - System Integrations
- Support and Business Services examples including;
  - Success in monetization of a mobile platform(s)
  - Partnership development
  - Business Planning
  - Partnerships Outreach and Alignment
  - Ongoing Event, Usage and Application Analytics
  - Use and Monetization Promotions Campaigns
  - Creative Design Services

- Acquisition and Growth of User Base
  - Social Media Ad Placement
  - Mobile Media Sales
  - Loyalty and Engagement Strategic Planning
  - Partnership development capabilities with unique marketplace providers (Loyalty programs, Coupon providers and specialty providers such as; Mobiquity .CVS, Amica, Zipcar, etc.)
- Provide evidence of Proposer’s capacity to provide or obtain performance and payment bonds in a letter from Proposer’s bonding company listing Proposer’s single project bonding capacity or limit. If Proposer is a joint venture, describe the joint venture’s plan to provide bonding capacity.
  - Submit completed and executed responses to State of Minnesota “Affirmative Action Data” form (**Exhibit B**) and “Statement of Non Collusion” (**Exhibit C**).
  - Submit Proposer’s contract terms and conditions utilizing, at a minimum, the Contract Form outline set forth in **Exhibit A** as a guide. (Proposers are encouraged to provide a full and complete contract with terms and conditions standard for its contracting relationships. The **Exhibit A** outline specifies required terms to be provided, but does not suggest the complete content of the terms and conditions required by a Proposer contract.)

**F.2 Submittal Requirements: Evaluation of Proposals**

In addition to the responses and information requested in Paragraph F. 1 above, Proposers shall also include the information requested below in their Proposals. 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 300 points will be available as follows:

Project Delivery:	50 points
Stadium App Functionality:	100 points
Commercial Terms:	100 points
Interview:	50 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest three scores, 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 - 50 Points (10 points each)**

1. **Similar Project Experience.** Describe Proposer's experience with fast track projects, and discuss Proposer's view as to appropriate ways to proceed with the Stadium App 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 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 years 2014 to 2016. Any other relevant experience pertinent to the Stadium App 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 and Stadium App 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.
5. **Preliminary Performance Schedule.** Please provide Proposer's preliminary critical path method performance schedule with milestones interdependencies identified for critical items of design, ordering, construction, and installation work that generally demonstrates Proposer's strategy for completing the scope of work required by this RFP by the required deadline.

### **Stadium App Functionality – 100 Points**

1. Describe Proposer's solution for integration with the Authority's other relevant or related technology systems

### **Commercial Terms – 100 Points**

1. **Price.** (50 Points) Provide itemized pricing on all necessary design, coordination, supply, installation, and testing of a complete Stadium App, solely or with Sub-contractor(s), and all scope of work items (C.1 – C.8) required by this RFP, including without limitation:
  - All hardware (including unit prices for additional scanners and sensors;
  - All software;
  - All installation;
  - All training;
  - Opening event support;
  - Warranty for onsite hardware maintenance for first and second year;
  - Help desk and software enhancement support costs for first and second year;
  - All servers and workstations; and
  - Estimate of all other project expenses including travel, shipping, and sales tax (if any).

2. Warranties and Maintenance. (25 points) Submit the warranties covering the proposed hardware and proposed software. Describe the warranty terms, durations, limitations, etc. Describe the warranty policies regarding user modifications to the application software. Describe the service and maintenance programs, including copies of all service and maintenance contracts and fees for supporting software components.
3. Ongoing Fixed and Variable Costs. (25 points) Provide detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, customer service, payment gateway fees, tax calculation service fees, and any cost exclusions.

Proposers will submit a detailed and specific contract to the Authority for consideration and negotiation. The contract submitted by the Proposer will include, at a minimum, completed terms and conditions required by the Contract Form set forth on **Exhibit A**. The Authority will require Proposer to execute, as a condition of any award, the contract that is negotiated and agreed upon by Proposer and the Authority. The contract agreement proposed by Proposers must be complete with textual terms and conditions when proposed and cannot be an outline.

#### **Interview – 50 Points**

The Authority will conduct an interview with each qualified Proposer that has submitted a responsive proposal. Interviews will be in the format determined in the Authority's sole discretion.

#### **Equitable Contracting and Hiring – Pass/Fail**

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 goals in **Exhibit D**.

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. 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.

**G. Project Labor Agreement**

The Authority will require the Proposer to negotiate and enter into a Project Labor Agreement acceptable to the Authority for the Proposer's installation work on the Project, if any, required by this RFP.

**H. Payment and Performance Bonds**

By Minnesota statutes and the Act, payment and performance bonds will be required from the successful Proposer in the amount of 100% of the cost of Proposal.

**I. Pre-proposal Meeting**

A non-mandatory Pre-proposal meeting will be held September 23, 2015 12:30 p.m. CST in Authority Offices, 511 11<sup>th</sup> Ave, Suite 401, Minneapolis, Minnesota. Conference Bridge (TBD) for remote access to meeting.

**J. Proposals Due**

**J.1 Proposal Due Date.**

Proposals are due by 4:00 p.m. CST, October 30, 2015.

**J.2 Proposal Delivery Requirements.**

- One (1) electronic copy and four (8) bound copies of each Proposal should be enclosed in a sealed envelope addressed to:

Steven C. Maki, PE  
Attention: **Stadium App Proposal**  
Minnesota Sports Facilities Authority  
511 11th Avenue South, Suite 401  
Minneapolis, Minnesota 55415

- One (1) electronic copy and four (4) bound copies should also be sent and addressed to:

**K. Questions or Inquiries**

All questions must be submitted in writing no later than 4:00 p.m. CST, September 30, 2015 to:

Steven C. Maki, PE  
511 11<sup>th</sup> Ave. South Suite 401  
Minneapolis, Minnesota 55415  
Fax: 612.332.8334  
Email: [steve.maki@msfa.com](mailto:steve.maki@msfa.com)

**L. 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.

**M. List of Exhibits**

- Exhibit A**      Contract Form to be provided by Proposer
- Exhibit B**      Non Collusion Statement
- Exhibit C**      Minnesota Department Affirmative Action Data Page
- Exhibit D**      Authority's Equity Plan
- Exhibit E**      Stadium Plans

**EXHIBIT A**

**CONTRACT FORM TO BE PROVIDED BY PROPOSER**

**PROPOSED CONTRACT AGREEMENT**

THIS CONTRACT AGREEMENT (“Contract Agreement”) is made as of the \_\_\_ day of \_\_\_\_\_ in the year of 2015 (“Effective Date”).

**BY AND BETWEEN**

**The AUTHORITY:**

**MINNESOTA SPORTS FACILITIES AUTHORITY**  
511 11th Avenue South, Suite 401  
Minneapolis, Minnesota 55415

and the

**CONTRACTOR:** \_\_\_\_\_

For: Certain Contractor Work.

For the following **PROJECT:** Stadium APP for U.S. Bank Stadium

1. **General Provisions**
2. **Contractor Work**
3. **Design and Development Services.**
4. **Contract Completion**
5. **Contract Amount and Cost of Licensing and Warranties**

5.1 The Trade Contract Amount shall be as set forth on Exhibit 2.

6. **Record Retention, Audit and Claims**
7. **Changes**
8. **Sub-contractor(s)**
9. **Coordination with Project**
10. **Compliance with Applicable Law**

**10.1 Equity Plan.** The Trade Contractor shall comply with all Applicable Laws and any special requirements in the Contract Documents regarding equal employment opportunity, Targeted Business, and workforce participation initiatives. The Trade Contractor shall demonstrate good faith efforts to utilize minority (“**MBE**”) and women-owned (“**WBE**”) business enterprises (hereinafter referred to as “**Targeted Businesses**”). The Authority has retained the services of a Targeted Business Coordinator to assist with meeting Targeted Business and workforce participation goals. The Trade Contractor shall submit to the Authority a Targeted Business Enterprise Participation Plan within ten (10) Days after executing this Trade Contract Agreement. The Authority requires that the Trade Contractor utilize good faith efforts to achieve the goals for MBE and WBE participation set forth in the Authority’s Equity Plan for the Trade Contractor Work. The Authority also requires that the Trade Contractor utilize good faith efforts to achieve the workforce participation goals for minority and women workers regarding the Trade Contractor Work. The Authority has adopted the Equity Plan applicable to the Construction Manager to be the Equity Plan applicable to the Trade Contractor and the Trade Contractor agrees that it will follow the Equity Plan attached as Exhibit 3 hereto and that the Equity Plan is applicable to its Trade Contractor Work. **The Trade Contractor shall utilize the Targeted Business Coordinator to the fullest extent possible to accomplish the following activities:**

- .1 Identify the trades, services and suppliers needed for the Trade Contractor Work.
- .2 Identify Targeted Businesses that have the resources and capabilities to participate in the Trade Contractor Work.
- .3 Contact Targeted Businesses to solicit bids for work on the Trade Contractor Work.
- .4 Certify currently uncertified but qualified companies as Targeted Businesses for participation in the Trade Contractor Work.
- .5 Develop the Targeted Business Enterprise Participation Plan for submittal with any bid or proposal from Sub-contractor(s).
- .6 Track participation of Targeted Businesses.
- .7 Prepare Targeted Business participation reports required by the Authority.
- .8 Comply with workforce utilization requirements of the Authority’s Equity Plan for the Contractor Work, including requirements established pursuant to Section 17, subd.1 of the Act.

Trade Contractor's failure to use good faith efforts to achieve the Authority's Targeted Business participation goals or to follow the requirements of the Authority's Equity Plan for the Trade Contractor Work may result in the assessment of appropriate damages. The Authority's Equity Plan for the Contractor Work is attached as **Exhibit 3** and any references in the Equity Plan to Construction Manager shall apply to Contractor.

- 11. Payments**
- 12. Final Completion and Final Payment**
- 13. Safety**
- 14. Contractor's Insurance for Purposes of Contractor's Work.**
- 15. Termination or Suspension by Authority**
- 16. Entire Agreement**

**16.1** This Trade Contract Agreement represents the entire agreement between the Authority and Trade Contractor and supersedes any prior negotiations, representations, promises, or agreements whether written or oral. This Trade Contract Agreement may be amended only by written instrument signed by both Authority and the Trade Contractor.

[THIS SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

**THIS TRADE CONTRACT AGREEMENT** is entered into as of the day and year first written above.

**AUTHORITY:**

\_\_\_\_\_  
By: Michele Kelm-Helgen  
Title: Its Chair

**AUTHORITY:**

\_\_\_\_\_  
By: Ted Mondale  
Title: Its CEO/Executive Director

**CONTRACTOR:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 1**  
**DESCRIPTION OF CONTRACTOR WORK**

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The following description is included in the scope of the Trade Contractor Work as **Exhibit 1**:

The design, work, services, labor, materials, and equipment to be provided by the Contractor and its Sub-contractor(s, Suppliers, Consultants and Sub-consultants of any tier and associated with the Contractor Work for the Project are described below, and it is the intention of the Contract Agreement that the Contractor shall provide all design, work, services, labor, materials, and equipment to complete the Contractor Work in accordance with the Contract Agreement, including the Contract Documents and all Applicable Laws.

The Trade Contractor Work shall include the following, without limitation:

1. **Design and Development Services.**
2. **Implementation and Integration Services.**

[To be developed]

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**EXHIBIT 2**  
**TRADE CONTRACT AMOUNT**

---

[To be developed]

---

**EXHIBIT 3  
EQUITY PLAN**

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[See Attached]

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**EXHIBIT 4**  
**CONSTRUCTION SCHEDULE**  
 -----

The Contractor shall perform its Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Contractor Work. The Contractor’s Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Contract Agreement, Contractor shall achieve Project Milestone Dates and Substantial Completion of its Contractor Work in accordance with this **Exhibit 4**.

Final Completion of the Contractor Work shall be deemed to have occurred only after completion of all the Contractor Work and acceptance of it by the Authority.

The Date of Substantial Completion is described in more detail below:

**Substantial Completion**

Milestone Dates of the Contractor Work that must be complete in accordance herewith are outlined on the Outline of the Schedule below. For purposes of this **Exhibit 4**, “**Scheduled Substantial Completion Date**” shall mean \_\_\_\_\_, **2016** and “**Guaranteed Completion Date**” shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

The following Outline of Construction Schedule highlights critical components of the Project and mandatory Milestone Dates that must be completed, without exception, by the Contractor in order to meet the requirements of the Construction Schedule and Substantial Completion.

The Parties acknowledge and agree, in accordance with **Paragraph 2.11** to the Contract Agreement, that the Contractor will undertake Extraordinary Measures if the Authority determines that the performance of the Contractor Work has not progressed or reached the level of completion required by the Milestone Dates.

Please provide a specific timeline and project plan in MS Excel; including key milestones, tasks, person(s) accountable, estimated durations and completion dates.

**OUTLINE OF STADIUM APP SCHEDULE**

Description of Contractor Work	Start Date	Guaranteed Completion Date	Comments

-----  
**EXHIBIT 5**  
**WARRANTY**  
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The following Warranty is included in this Trade Contract Agreement as **Exhibit 7**:

**WARRANTY**

Pursuant to the Trade Contract Agreement between the Minnesota Sports Facilities Authority ("**Authority**") and \_\_\_\_\_ ("**Trade Contractor**"), Trade Contractor hereby warrants and guarantees that all of the Trade Contractor Work performed under the Trade Contract Agreement will be of new and of good quality, will be free of defects except for those inherent in the quality of the Trade Contractor Work allowed by the Trade Contract Documents, and will conform to the requirements of the Trade Contract Documents ("**Warranty**"). If the Trade Contractor Work does not conform to this Warranty, it shall be considered defective, and Trade Contractor shall remedy at its own expense any such defective Trade Contractor Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Trade Contractor Work) so that the Trade Contractor Work conforms to the Trade Contract Documents. The Trade Contractor's Warranty shall extend for a period of two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than two (2) years, such longer terms shall apply. All Suppliers' warranties and guarantees, express or implied, respecting any part of the Trade Contractor Work and any materials used therein are hereby assigned by the Trade Contractor to the Authority. This Warranty shall supplement, and not supersede, warranties and guarantees given by Trade Contractor under the terms of the Trade Contract Documents.

TRADE CONTRACTOR:

WITNESS: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this day, personally appeared \_\_\_\_\_ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
NOTARY PUBLIC

SEAL

MY TERM EXPIRES

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**EXHIBIT 6**  
**FORM OF MAINTENANCE AGREEMENT**

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[See Attached]

**EXHIBIT B**

**NON-COLLUSION STATEMENT**

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

STATE OF \_\_\_\_\_  
CITY/COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is

Title of Person Signing

of \_\_\_\_\_

\_\_\_\_\_  
Name of Proposer

states that all statements made and facts set out in the Proposal for the above Project are true and correct; and the Proposer (the person, firm, association, or corporation making said proposal) has not, either 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 said proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above Project.

Proposer \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires

## EXHIBIT C

### MINNESOTA DEPARTMENT AFFIRMATIVE ACTION DATA PAGE

**State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)**

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

**How to determine which boxes to complete on this form:**

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
<b>On any single working day within the past 12 months, if your company...</b>				
Employed more than 40 full-time employees in Minnesota				
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business				
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.				

***BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months***

Your response will be rejected unless your business:

- has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)
- or–*
- has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date) at \_\_\_\_\_ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**

- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

**Please note:** Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

**BOX B – For companies, which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business**

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

**BOX C – For those companies not described in BOX A or BOX B**

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

**BOX D – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name \_\_\_\_\_ of \_\_\_\_\_ Company:

Authorized \_\_\_\_\_ Signature:

Printed \_\_\_\_\_ Name:

Title:  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_ Telephone \_\_\_\_\_ number:

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section
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Mail: 190 East 5 <sup>th</sup> Street, Suite 700	Metro: (651) 296-5663
St. Paul, MN 55101	Toll Free: 800-657-3704
Website: <a href="http://www.humanrights.state.mn.us">www.humanrights.state.mn.us</a>	Fax: (651) 296-9042
Email: <a href="mailto:employerinfo@therightsplace.net">employerinfo@therightsplace.net</a>	TTY: (651) 296-1283

## EXHIBIT D

### AUTHORITY'S EQUITY PLAN

The Equity Plan for professional and technical services has three areas that will continue to be monitored, throughout the contract; targeted business inclusion, diverse workforce inclusion and transparent/regular reporting.

#### Targeted Business Inclusion

The Authority will expect that the contractor will include Minority and Women Business Enterprises (MWBE's) to perform part of the contractor's work. There are arrays of resources that have been prepared to assist the contractor in identifying targeted businesses. In the event that the contractor cannot identify either minority or women businesses, we offer the opportunity to pursue veteran owned small businesses as an option. In addition to locating and contracting with targeted MWBE businesses, we anticipate that the contractor will offer targeted businesses an opportunity to get mentored through this contract. A mentor/protégé option will show that the contractor is serious about developing small businesses in an area where larger companies have dominated the market.

#### Diverse Workforce Inclusion

There are no workforce inclusion goals on professional and technical services; however, the Authority expects that the contractor will make every effort to recruit a labor force that is ethnically and gender diverse. Recruiting workers from local small and disadvantaged businesses is an opportunity to develop those businesses as well as educating its workforce on the unique opportunities the professional / technical scopes of work offer.

#### Transparent Reporting

The building of this Project has a phenomenal track record of equity inclusion in both business and workforce. We expect the same in every facet of the Project. The contractors are expected to initially report its targeted business expectations through an exhibit to its contract. Next we expect the contractor to regularly report to the Authority its monthly spending activity. The documents that the contractors should use to report this information are attached.

1) Attachment A: Who will the contractor award work to and at what price and percentage of total contract?

2) Attachment B: Who did the contractor solicit work from and why they chose to use or not to use that targeted business? This is the clarification data necessary to identify your Good Faith Effort(s).

Additionally, Minnesota Statute 337.10 requires prime contractors and all Sub-contractor(s) on building and construction contracts to promptly pay their Sub-contractor(s), service providers and material suppliers within ten (10) days of their receipt of payment. Moreover, the Authority requires that you report on the monthly progress payments made to all your Sub-contractor(s).

## Attachment A

**Minnesota Sports Facilities Authority**  
 900 South 5th Street, Minneapolis, MN 55415



### CONSTRUCTION SERVICES AGREEMENT 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 <small>(Legal business name used for Targeted Business certification)</small>	WBE MBE <small>(Check one)</small>		How will firm participate? <small>(subcontractor, consortium, joint venture)</small>	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
Total WBE %				Total MBE %		

(Form continued on next page. Use copies of page 1 of this form if additional space is needed to list committed Targeted Businesses and attach such copies to the form.)



CONSTRUCTION SERVICES AGREEMENT EQUITY PLAN  
TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

On behalf of the Proposer identified below, I certify that:

(Check ONE of the following)

- No Targeted Business (MBE or WBE) participation is committed on this project.
- Proposer is committed to use the Targeted Business contractor(s) listed in this form on this project at the stated percentage(s).

I further certify that I have read the Targeted Business requirements found in the Construction Services Agreement Equity Plan. I am authorized on behalf of the Proposer to submit this certification to the Minnesota Sports Facilities Authority. This certification is a material representation of fact on which the Authority may rely in awarding the contract.

Proposer Name: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment B**

**Minnesota Sports Facilities Authority**  
 900 South 5th Street, Minneapolis, MN 55415



**CONSTRUCTION SERVICES AGREEMENT EQUITY PLAN  
 TARGETED BUSINESS INFORMATION FORM**

Check ONE of the following:

- No Targeted Business will be used by Proposer on this project.
- Targeted Businesses are proposed to be used on this project.

The following is

- 1) a list of Targeted Businesses proposed to be used on the project AND
- 2) a list of Targeted Businesses who were considered by the Proposer for the project but were not selected by the Proposer:

**1) TARGETED BUSINESS PROPOSED TO BE USED ON THE PROJECT:**

Firm Name	Address	Telephone Number

**2) TARGETED BUSINESS WHO WERE CONSIDERED BUT WERE NOT SELECTED:**

Firm Name	Address	Telephone Number

(Form continued on next page. Use copies of page 1 of this form if space is needed to list additional Targeted Businesses and attach such copies to the form.)



**CERTIFICATION**

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

Proposer  
Name: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**EXHIBIT E**  
**STADIUM PLANS**