



REQUEST FOR PROPOSALS

Synthetic Turf Equipment Project FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM IN MINNEAPOLIS, MINNESOTA

August 3, 2026

A. Project Background and Objectives

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the “Act”), to establish the Minnesota Sports Facilities Authority (“Authority”) and to provide for the construction, financing, and long-term use of a new stadium now known as U.S. Bank Stadium (the “Stadium”) and related stadium infrastructure (the “Stadium Infrastructure”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and the certain capital improvements that the Authority is soliciting in this Request for Proposals (“RFP”) shall be referred to as the “Project” in this RFP. To that end, the Authority has prepared this RFP for the Synthetic Turf Equipment 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 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 must be completed no later than September 30, 2026 (the “Required Completion Date”).



B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of a Proposer who will provide the best value to the Authority in regards to the identification, design, coordination, supply, installation, commissioning, and final testing/inspection of the Project.

Proposers should have significant experience in the design and implementation similar to products described in this RFP. 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 Authority has developed an Equity Plan, which is available on the Authority’s website, and each Proposer should provide details describing how they will optimize the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of the Synthetic Turf Equipment Project.

MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of Services

The successful Proposer to the RFP will be engaged to furnish, deliver, commission, and provide training for either one or both of the synthetic turf equipment items included in the proposal (as further described in Exhibit A of this Request for Proposals) including, without limitation:

- Providing equipment and related components which meet all the required design and performance specifications described in Exhibit A.
- Providing, installing, coordinating, testing, and performing final inspection/verification on all equipment items associated with the Project. This includes receiving, inspecting, uncrating, and removal/disposal of packing material.
- All necessary tools, equipment, and components (cords, connections, fasteners, etc.) as needed to provide setup, installation and delivery of the equipment.
- Provide testing and commissioning of equipment.



- Two-year on-site warranty to repair or replace the equipment constituting the project.
- The work required for the Project must be coordinated with the event schedule for the venue. Accommodation must be made for guests, staff, and client access. In addition, some events require no or limited work due to noise constraints.

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 the following qualifications:

- Significant experience in the design, coordination, supply, installation, commissioning, and testing of projects similar to the Project that is the subject of this RFP.
- Ability to provide ongoing support and services.

E. RFP Timeline

Advertise and Issue Request for Proposals	August 3, 2026
Written Questions Due	August 7, 2026 – 4:00 PM CT
Proposals Due	August 14, 2026 – 4:00 Pm CT
Final Negotiations	August 19, 2026
Selection of Provider	August 20, 2026
Final Completion Date	September 30, 2026

By submitting a Proposal, the Proposer affirms that this timeline must and can be met to avoid potential for significant harm to the progress of the Project and to the interests of the Authority and public.



F. Proposer Qualifications

The following items shall be included in the Proposal:

- 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 business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of ownership.
- Provide a summary, on one page or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide representative list of similar projects during the last five years including project name, project location, and contracting entity.
- Complete and submit a fully executed Confidentiality and Non-Disclosure Agreement and a fully executed Conflict of Interest form.
- Submit response to State of Minnesota "MDHR Certificate of Compliance" form, "Statement of Non-Collusion," and "Acknowledgement and Attestation" forms.
- Submit your proposals for the exhibits listed below to the draft Purchase Order. In their Proposals, Proposers' should label these proposed exhibits using the exhibit numbers set forth below.

Exhibit 1 – Equity Plan Form. Proposer should fill out the form providing the information requested regarding its planned compliance with the Equity Plan.

Exhibit 2 – Warranty. The Authority has provided its form for the required warranty. If Proposer has any proposed revisions, it should include both red-lined and clean versions of its proposed version in its Proposal.

G. Evaluation of 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 1,000 points will be available as follows:



Project Schedule and Delivery Timeline	300 points
Equipment Design, Specifications, and Performance Capabilities:	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 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.

I. Project Schedule and Delivery Timeline (300 Points)

- a. Provide an estimated project schedule, including order placement date, estimated production time (if applicable), estimated shipping and delivery time, and anticipated delivery date. Please also include description of the time needed for any installation, set up, and onsite training, including how this timing will correspond to the delivery of the equipment.

II. Equipment Design, Specifications, and Performance Capabilities (300 Points)

- a. Equipment Design and Specifications - Describe in detail the equipment included in the proposal, including manufacturer and model, dimensions, weight, design, and specifications (reference Exhibit A of this Request for Proposal for further information), as well as all included accessories and parts.
- b. Performance Capabilities – Include descriptions of the functionality, performance capabilities, operational requirements, power components, and safety features of the equipment included in the Proposal. Detail any exceptions or deviations to the requirements identified in Exhibit A.



III. Commercial Terms (300 Points)

- a. Price - Provide itemized pricing on all necessary design, coordination, supply, construction, installation, and testing of a complete Project and all scope of work items required by this RFP, including without limitation:
 - All material and equipment;
 - All delivery, installation, and setup;
 - All training and testing;
 - Warranty onsite maintenance;
 - Detailed cost information for any replacement accessories, wear parts, maintenance kits, and recommended cleaning products;
 - Estimate of all other project expenses including travel, shipping, tariffs, and sales tax (if any); and,
- b. Warranties and Maintenance - A two-year warranty will be requested covering the equipment and work performed for the Project. Provide copies of the proposed warranties and describe the warranty terms, durations, limitations, etc. Describe any service and maintenance programs, including copies of all proposed or required service and maintenance contracts and fees.

IV. Interview (100 Points)

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

H. Other Terms and Requirements

The Authority may change its scoring of Proposals as a result of 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 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 adden, to postpone the selection process for its own convenience at any time, and to waive any non-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. Proposal Due Date

Proposals are due no later than 4:00 pm. CT, August 14, 2026. Electronic copies of the Proposal should be sent via email to:

Mary Fox-Stroman, email: mary.fox-stroman@msfa.com,
Michelle Hoffman, email: michelle.hoffman@msfa.com, and
Scott McGuire, email: scott.mcguire@usbankstadium.com

II. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm. CT, August 7, 2026, to:



Mary Fox-Stroman, email: mary.fox-stroman@msfa.com ,
Michelle Hoffman, email: michelle.hoffman@msfa.com, and
Scott McGuire, email: scott.mcguire@usbankstadium.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 Attachments to the RFP

Exhibit A	Project Scope Documents
Exhibit B	Confidentiality and Non-Disclosure Agreement
Exhibit C	Non-Collusion Affidavit
Exhibit D	Acknowledgement and Attestation Form
Exhibit E	Conflict of Interest Certification
Exhibit F	State of MN MDHR Certificate of Compliance
Exhibit G	Purchase Order
Exhibit 1	Equity Plan Form
Exhibit 2	Warranty



EXHIBIT A – Project Scope Documents

The project includes two items of equipment, with Proposers invited to submit proposals for either item or a combined proposal including both items. Combined proposals should price each item of equipment separately.

Equipment #1: Synthetic Turf Paint Removal and Extraction Machine

The successful Proposer to the RFP will be engaged to furnish, deliver, commission, and provide training for one new, commercial-grade, self-propelled machine designed to remove temporary paint, field markings, logos, and graphics from infilled synthetic turf. The equipment shall be complete, fully operational, and suitable for frequent field conversions in a professional indoor stadium environment.

Minimum Equipment Requirements

The equipment shall:

1. Be specifically designed for paint removal from infilled synthetic turf.
2. Be operable by one trained operator.
3. Utilize a self-propelled, zero-turn, or similarly maneuverable platform.
4. Apply paint-removal solution, mechanically agitate the turf, rinse the treated area, and recover contaminated liquid.
5. Allow the application, agitation, rinsing, and extraction systems to operate simultaneously or independently.
6. Provide an approximate 60-inch cleaning and extraction path.
7. Operate while moving forward or in reverse.
8. Remove temporary paint without causing excessive damage, wear, matting, or tearing of the synthetic turf fibers.
9. Minimize the removal or displacement of turf infill.

Application and Brush System

The equipment shall include:

1. An onboard paint-removal solution tank with a minimum capacity of approximately 16 gallons.
2. A chemical-resistant pump, hose, valve, and spray system.
3. A powered brush system covering approximately 60 inches.
4. Multiple independently powered or controlled brush heads.



5. An operator-controlled system for raising and lowering the brushes.
6. Quick-release or easily removable brushes for cleaning and replacement.
7. Controls allowing the brush and solution application systems to operate independently.

Rinse and Extraction System

The equipment shall include:

1. A minimum onboard rinse-water capacity of approximately 60 gallons.
2. Spray nozzles positioned to rinse the turf following brush agitation.
3. A wheel-rinse system to minimize paint and chemical tracking onto clean turf.
4. A vacuum extraction head covering approximately 60 inches.
5. A commercial-grade vacuum system capable of recovering paint, remover solution, and rinse water.
6. A minimum recovery capacity of approximately 55 gallons.
7. A controlled drain system for emptying the recovery tank.
8. An extraction-head design that minimizes the collection of turf infill.
9. Easily accessible hoses, nozzles, pumps, and recovery components for cleaning and maintenance.

Power and Safety

The equipment shall include:

1. An engine or equivalent power system capable of operating all vehicle, brush, pump, rinse, and extraction functions.
2. Onboard electrical power sufficient to operate all equipment systems simultaneously.
3. Ground-fault and circuit-breaker protection, where applicable.
4. Operator-presence and parking-brake safety interlocks.
5. An emergency shutoff accessible from the operator position.
6. Guards over moving parts, belts, shafts, hot surfaces, and other hazards.
7. A seat belt and rollover protection where required by the equipment design.
8. Clearly marked controls and safety labels.

The Contractor shall disclose all ventilation, exhaust, fuel, fire-safety, and indoor-use requirements.



Accessories and Documentation

The equipment shall be delivered with:

1. All hoses, tanks, nozzles, brushes, fittings, valves, and components required for operation.
2. One additional replacement set of brushes.
3. An initial spare-parts and preventive-maintenance kit.
4. Operator, maintenance, and illustrated parts manuals.
5. Preventive maintenance schedules.
6. Safety data sheets and technical information for all recommended cleaning products.
7. Manufacturer and authorized service-provider contact information.

Delivery, Commissioning, and Training

The Contractor shall:

1. Deliver the equipment fully assembled and ready for use at U.S. Bank Stadium.
2. Provide all freight, unloading, setup, testing, and commissioning.
3. Correct any shipping damage or operational deficiencies.
4. Provide on-site training for stadium operations and field personnel.

Warranty and Service

The proposal shall identify:

1. Equipment and component warranty periods.
2. Warranty exclusions.
3. The location of the nearest authorized service provider.
4. The availability of mobile or on-site service.
5. Standard service-response times.
6. Replacement-part availability and lead times.

Warranty coverage shall begin upon final acceptance by the Authority.

Acceptance Testing

Final acceptance shall occur after the equipment has been delivered, commissioned, and successfully demonstrated.

The demonstration shall confirm:

1. Proper operation of all drive, application, brush, rinse, and extraction systems.
2. The ability to perform all cleaning functions simultaneously.
3. Effective removal of temporary turf paint.



4. Minimal turf damage and infill displacement.
5. Proper operation of all safety devices and interlocks.
6. Completion of operator and maintenance training.

Any deficiencies shall be corrected by the Contractor at no additional cost to the Authority.

Equipment #2: Synthetic Turf Maintenance and Grooming Machine

The successful Proposer to the RFP will be engaged to furnish, deliver, commission, and provide training for one new, commercial-grade, self-propelled machine designed for the cleaning, grooming, and advanced maintenance of infilled synthetic turf. The equipment shall be complete, fully operational, and suitable for routine maintenance, deep cleaning, and frequent use in a professional indoor stadium environment.

Minimum Equipment Requirements

The equipment shall:

1. Be specifically designed for maintaining infilled synthetic turf.
2. Be a self-propelled, ride-on machine operable by one trained operator.
3. Clean the turf, loosen and redistribute infill, lift turf fibers, and collect debris.
4. Support routine grooming, deep cleaning, and corrective turf maintenance.
5. Utilize low-ground-pressure tires suitable for synthetic turf.
6. Include adjustable operating controls and working depths.
7. Accept interchangeable maintenance attachments.
8. Minimize damage to turf fibers, seams, backing, and infill.

Drive and Maintenance Systems

The equipment shall include:

1. A commercial-grade engine and hydrostatic drive system.
2. A maximum travel speed of approximately 6 mph or greater.
3. Hydraulic lifting and lowering of brushes, attachments, and the collection system.
4. An adjustable powered brush system with a working width of approximately 35 to 63 inches.
5. The ability to loosen compacted infill, redistribute infill, and lift turf fibers.



6. An integrated vacuum and filtration system for collecting dust, debris, loose fibers, and other surface contaminants.
7. A collection box capable of being hydraulically lifted and emptied.
8. A system that separates debris from usable infill and returns the infill to the turf.

Attachments and Accessories

The base proposal shall include all attachments required for:

1. Routine brushing and grooming.
2. Infill leveling and redistribution.
3. Infill decompaction.
4. Surface cleaning and debris extraction.
5. Cleaning turf edges and other hard-to-reach areas.

Proposers shall identify and separately price any optional attachments.

Delivery and Training

The Contractor shall:

1. Deliver the equipment fully assembled and ready for use at U.S. Bank Stadium.
2. Provide freight, unloading, setup, testing, and commissioning.
3. Correct any shipping damage or operational deficiencies.
4. Provide on-site operator and maintenance training.

Training shall include safe operation, attachment adjustment, turf-cleaning procedures, infill maintenance, collection-system operation, preventive maintenance, and troubleshooting.

Warranty and Service

The proposal shall identify:

1. Equipment and component warranty periods.
2. Warranty exclusions.
3. The location of the nearest authorized service provider.
4. The availability of mobile or on-site service.
5. Standard service-response times.
6. Replacement-part availability and lead times.

Warranty coverage shall begin upon final acceptance by the Authority.



Acceptance Testing

Final acceptance shall occur after the equipment has been delivered, commissioned, and successfully demonstrated.

1. Proper operation.
2. Effective turf cleaning and grooming, infill redistribution, and debris collection.
3. Minimal turf damage.
4. Proper operation of all safety systems.

Any deficiencies shall be corrected by the Contractor at no additional cost to the Authority.



Exhibit B

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

(To Be Included Submitted with Proposal)

_____, and/or its affiliates (the “**Recipient(s)**”) have expressed an interest in providing certain services at **U.S. Bank Stadium** (identified as “**the Project**”) for the benefit of the Minnesota Sports Facilities Authority (**MSFA**) which will result in Recipient receiving **Confidential Information** (as defined below) that is the property of the MSFA. In consideration of access to this **Confidential Information**, you acknowledge the proprietary nature of the Confidential Information and agree to hold and keep the same confidential as provided in this **Confidentiality and Non-Disclosure Agreement (“Agreement”)** and to take or abstain from taking certain other actions as set forth herein and subject to the following terms and conditions:

1. For purposes of this Agreement, “Confidential Information” means any and all information accessed, received, obtained or otherwise learned about the Project and each of the Project participants and their respective subsidiaries and affiliates, as a result of the Project, and/or any other information whether or not designated as Confidential Information. Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge otherwise than by the Recipient(s) act or omission or (b) is or becomes available to us without obligation of confidence from a source having the legal right to disclose that information.
2. Without the prior written consent of MSFA, which may be given or withheld in their sole and absolute discretion, the Recipient(s) 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 and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the MSFA of work product received from the Recipient(s) shall not be considered a breach of this Agreement.



3. The Recipient(s) 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 Recipient(s) use less than reasonable care.
4. If the Recipient(s) 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 Recipient(s) shall (a) first give written notice of the intended disclosure to the MSFA 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 MSFA on the advisability of taking steps to resist or narrow such request, and (c) if disclosure is required or deemed advisable, cooperate with MSFA 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. You acknowledge that MSFA makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information, and the MSFA expressly disclaims any and all liability that may be based on such information, errors therein or omissions therefrom. You agree that you are not entitled to rely on the accuracy or completeness of information contained in the Confidential Information. You agree that the MSFA shall have no liability to you resulting from your use of Confidential Information.
6. The Recipient(s) acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Recipient(s) agrees that the MSFA will be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the



MSFA may have. The Recipient(s) 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 MSFA election, destroy or return to the MSFA 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 MSFA and will certify in writing to the MSFA that it has completed the foregoing. The Recipient(s) agrees to defend, indemnify, and hold harmless the MSFA and its past and present board members, managers, owners, entity owners (and the current and former board members, managers, officers, directors, shareholders, and employees of any Members, owners, or entity owners), employees, agents, officers, directors, shareholders, contractors, successors, assigns, and insurers from and against any and all claims, debts, liabilities, demands, obligations, costs, fees, expense, actions, causes of action and liabilities of any kind or nature whatsoever (including attorneys' fees) arising out of or in any way related to any disclosure of any Confidential Information by the Recipient(s) or any breach of this Agreement. This paragraph shall survive the termination of this Agreement.

7. In the event of any litigation between the MSFA and the Recipient(s) in connection with this 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.
8. All references to the Recipient(s) 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 Recipient(s) 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 MSFA's prior written consent (in its sole discretion). This Agreement shall be construed in accordance with the 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 _____
2026.

[NAME OF COMPANY]

By:

Its:



Exhibit C

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 proposal having full authority to do so. I certify that Proposer 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 D
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 a 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}

Exhibit E

Conflict of Interest Certification

Proposer Name: _____

MSFA RFP Title: _____

Select ONE of the following responses below:

1. ☐ To the best of Proposer's knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that could give rise to a conflict of interest, including any current relationships of the Proposer or its staff/employees with the MSFA, Legends Global, Aramark, Minnesota Vikings, Minnesota Vikings' consultants, National Football League or its consultants, the City of Minneapolis, or other parties having an interest in the stadium that may be construed to be a conflict of interest. Such current relationships specifically include financial, equity or ownership interests in the Proposer or an affiliate by any owners, affiliates or related parties of any of the entities listed above. Please disclose any such relationships or potential conflicts by completing the form attached as Addendum F.

2. ☐ Proposer has an actual, potential, or perceived conflict(s) of interest within the meaning above in paragraph 1 as listed below.

By signing in the space provided below, Proposer certifies the above information is correct and that if a conflict of interest within the meaning of Paragraph 1 above is discovered at any time after submission of this form but before MSFA award under the RFP (or after if Proposer is selected under the RFP), Proposer will immediately provide full disclosure in writing to the MSFA.

Signature: _____

Title: _____

Date: _____

EXHIBIT F



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



PURCHASE ORDER

Date:
Project:

Shipping Address:

Seller:

MSFA
1005 4th Street South
Minneapolis, MN 55415-1752

Contact:
Purchase Order #:
Account Code:

Buyer: Minnesota Sports Facilities Authority ("MSFA")

Quantity	Description	NET Price	TOTAL
	TOTAL PURCHASE		
	Seller agrees to sell, mark, and deliver to Shipping Address (Destination) the goods or services specified herein and install as necessary, subject to the Terms and Conditions of this Purchase Order. Goods or services subject to sales tax should be taxed at the Minnesota Sales Tax Rate of 6.875%. MSFA purchases are exempt from Local (City/County) sales taxes.		

MINNESOTA SPORTS FACILITIES AUTHORITY:

Signature	_____	Signature	_____
Name	<u>Michael Vekich</u>	Name	<u>Mary Fox-Stroman</u>
Title	<u>Chair</u>	Title	<u>Interim Executive Director</u>
Date	_____	Date	_____

VENDOR

Signature _____
Name _____
Title _____
Date _____

**Billing Address: MSFA – U.S. Bank Stadium
Attn: Sue Arcand
1005 4th Street South
Minneapolis, MN 55415-1752**

TERMS AND CONDITIONS

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

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

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

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

— EXHIBIT 1

EQUITY PLAN FORM

[Trade Contractor to Fill Out]

**TRADE CONTRACT 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 (Legal business name used for Targeted Business certification)	WBE (Check one)	MBE	How will firm participate? (subcontractor, consortium, joint venture)	Description of work	Estimated dollar value of participation	Estimated percentage of total bid

Total WBE % ____

Total MBE % ____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

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

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Minnesota Sports Facilities Authority Equity Report

[illegible]

EXHIBIT 2
WARRANTY

The following Warranty is included as Exhibit 2:

WARRANTY

Pursuant to the Purchase Order between the Minnesota Sports Facilities Authority (“**Authority**”) and _____ (“**Seller**”), Seller hereby warrants and guarantees that all of the Seller’s Work performed under the Purchase Order will be of new and of good quality, will be free of defects except for those inherent in the quality of the Seller’s Work allowed by the Purchase Order Documents, and will conform to the requirements of the Purchase Order Documents (“**Warranty**”). If the Seller’s Work does not conform to this Warranty, it shall be considered defective, and Seller shall remedy at its own expense any such defective Seller Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Seller Work) so that the Seller’s Work conforms to the Purchase Order Documents. The Seller’s Warranty shall extend for a period of two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Purchase Order 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 Seller’s Work and any materials used therein are hereby assigned by the Seller to the Authority. This Warranty shall supplement, and not supersede, warranties, and guarantees given by Seller under the terms of the Purchase Order Documents.

SELLER:

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 _____ 2023.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES