

## REQUEST FOR PROPOSALS

# Black Out Curtain System

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

February 6, 2018

### A. Project Background and Objectives

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

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and the certain capital improvements that that Authority is soliciting in this Request for Proposals (“RFP”) shall be referred to in this RFP as the “Project”. To that end, the Authority has prepared this RFP for the [design, coordination, construction, supply, installation and testing] of the complete [description of the Project]. The preliminary program for the Project is incorporated within this RFP. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium [and other additional adjacent land that has been acquired by the Authority in Minneapolis, Minnesota]. The Construction Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit E**. 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. The Project must be completed by March 15, 2018 (the “Required Construction Schedule”).

The successful Proposer to the RFP will be engaged to design, coordinate, supply, construct, install, commission, and test the blackout curtain system (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Design, coordination, supply, construction, installation and testing of the Project;
- All necessary equipment and other equipment as needed to provide a turnkey installation and delivery of the Project; and
- Two-year on-site warranty to repair or replace the work and services constituting the Project.

B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer that will provide the best value to the Authority in the [design, coordination, supply, construction, installation, commissioning, and testing] of the Project.

Proposers should have significant experience in the [design, coordination, supply, construction, installation, commissioning, and testing] of projects similar to the Project that is the subject of 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 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 POS System for the Project. The Authority has developed an Equity Plan for this Project available [on its web site or as an attachment to this RFP], and as described below, each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of the Project Requirements

The proposal should be responsive to and explain how the Proposer will provide the following project requirements:

- Design, manufacturer and install a black out curtain drapery system for US Bank Stadium. The primary use will be for the 2019 NCAA Men’s Basketball Final Four, but will also be used for other events. Permanently installed hardware to facilitate repeated use of the system is preferred where possible.
- An acceptable option is drape panels attached to a cable grid (standoffs will be required in some areas). Fabric to be a medium weight IFR polyester. A mechanical system is preferred where applicable.

See the Construction Drawings in Exhibit E:

Section 1 – West Window Wall

- A portion of the West Window Wall is covered by an acoustical curtain system

Section 2 – Northwest Window Wall

Section 3 – Southwest Window Wall

Section 4 – Clerestory Windows, South Side

Section 5 – Clerestory Windows, North Side

Section 6 – East Window Wall

Section 7 – ETFE Roof

Electrical requirements will be coordinated with building operations and need to be included in the scope of this proposal. Storage systems and containers for the soft goods and hardware need to be included in this scope as well.

Union wages as required are applicable.

All proposals will include a detailed narrative outlining means and methods for each section which will be included, but not be limited to:

- Total square footage of fabric(s), means of storage and space requirements for storage.
- Where permanent and semi-permanent hardware will be utilized.
- Where manual or motorized systems will be employed.
- Time frames for the initial installation and tear-down as well as anticipated time frames for future installations/removals.

Innovative solutions are encouraged. Covering the ETFE from the exterior is acceptable, given the design and construction lends itself to that type of a solution. Using drapery under the speakers is acceptable as long as the blackout intent is met and the sports lights and audio systems to function.

The desire is to procure a system that can efficiently be installed repeatedly (once a year for example) without a large labor cost component that would make it unattractive to prospective clients.

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, and testing of projects similar to the Project that is the subject of this RFP.
- Experience in the design, coordination, supply, installation, and testing of a similar project in 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 Project System contained within the submitted Proposal.
- Interested in options for a 10 +/- year service period that would include providing the system and paying a set amount each year plus per time amount for install/removal.

E. RFP Timeline

Advertise and issue Request for Proposals	February 9, 2018
Pre-proposal Site Visits	

In lieu of a Proposal Conference, SMG staff will schedule individual times for each interested bidder to do a site walk through. Times are by appointment only and must be scheduled through Curtis Schmillen (contact information above).

Site Walk Through Visit Dates:      Between February 19 and February 28, 2018 (by appointment only)

Written Questions Due	March 7, 2018 by 5PM
Proposals Due	March 14, 2018 by 5PM
Interviews of Shortlisted Proposers	Week of March 19, 2018
Final Negotiations	Week of March 26, 2018
Selection of Provider	March 30, 2018
Project Completion	March 14, 2019

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

F.1 Proposer Qualifications

The following items shall be included in a Proposal executive summary:

- 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.
- 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:
  - Project name.
  - Project location.
  - Contracting or ownership entity.
  - Project description; listing dates of construction, seating capacity, project gross square footage, and wireless environment cost. 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 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.
- Complete and submit a fully executed confidentiality agreement
- Submit response to State of Minnesota "Affirmative Action Data" form and "Statement of Non-Collusion".
- Submit your proposals for the exhibits listed below to the draft Trade Contractor Agreement, which Proposer should anticipate it will likely become exhibits to the final, executed Trade Contract should the Proposal be accepted. In addition to being attached to the Trade Contractor Agreement, these exhibits are also directly attached to this Request for Proposals in order to bring them to Proposers' direct attention. In their Proposals, Proposers' should label these proposed exhibits using the exhibit numbers set forth below.
  - Exhibit 1 – Description of Trade Contractor Work. Proposer should provide its proposed form of Exhibit 1 and should indicate any proposed changes to the terms provided by the Authority by including both a red-lined and clean versions of its proposed version.
  - Exhibit 2 – Trade Contract Amount. In addition to providing the itemized pricing information requested below in Section F.2, Proposer should provide its proposed version of Exhibit 2.

- Exhibit 3 – Targeted Business Commitment and Information Form.
- Exhibit 4 – Targeted Business Information Form.
- Exhibit 5 – TCA Equity Plan Progress Report.
- Exhibit 6 – Construction Schedule. Proposer should provide its proposed version of Exhibit 6.
- Exhibit 7 – Bonds. The Authority has provided its form for the required payment and performance bonds. As part of providing information regarding its bonding capacity, Proposer should indicate whether it has any proposed changes to the Authority’s forms. If Proposer has any proposed revisions, it should include both a red-lined and a clean version of its proposed version in its Proposal.
- Exhibit 8 – 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.
- If Proposer has any other proposed revisions to the Trade Contractor Agreement (Exhibit A), it should include both red-lined and clean versions of its proposed version in its Proposal.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, the Authority will score Proposals on a point system, with some criteria being graded on a pass-fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,600 points will be available as follows:

Project Delivery:	500 points
Technical Specifications:	500 points
Commercial Terms:	500 points
Interview:	100 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 – 500 Points**

1. Similar Project Experience. Describe Proposer's experience with design-build projects, and discuss Proposer's view as to appropriate ways to proceed with the 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 2018 to 2019. Any other relevant experience pertinent to the requirements for this Project shall be listed under "Other Significant Experience."
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
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. Exhibit 6 shall be evaluated in considering this factor. U.S. Bank Stadium is a very busy venue and coordination with the event schedule is paramount. An event schedule can be provided upon request and the proposed timelines for other contractor/vendor work related to the NCAA Final Four in the Spring of 2019 leading up to the Final Four.

## **Technical Specifications – 500 Points**

1. Material Selection(s). Specification of fabrics, truss systems, connections, hoists, etc. Provide fabric samples with proposal.
2. Operational Efficiency(s). Provide narrative on how system will be installed initially and how subsequent installations would occur. Also describe storage options and systems proposed.
3. Permanent vs Temporary Installation of Components and Systems. Describe what components would be left in place (stored in place) and what would need to be removed with each install/removal.

## **Commercial Terms – 500 Points**

1. 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 design or design assist services;
- All construction and installation;
- All training and testing;
- Opening event support;
- Warranty for onsite hardware maintenance for first and second year;
- Detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, customer service, tax calculation service fees, and any cost exclusions;
- Estimate of all other project expenses including travel, shipping, and sales tax (if any); and,
- Proposed form of Exhibit 2.

2. Warranties and Maintenance. A two-year warranty will be requested covering the services 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.] Any proposed revisions to Exhibit 8 shall be considered in evaluating this factor.

3. Agreement to or Requested Revisions to Trade Contract Agreement (Exhibit A) Contract Terms. The extent to which revisions are requested to the Authority's proposed contract in this RFP will be given point deductions in the sole discretion of the Authority. Any proposed revisions to Exhibit 1 shall be considered in evaluating this factor.

## **Interview – 100 Points**

The Authority will conduct an interview with each qualified Proposer that has submitted a responsive proposal.

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

1. Hiring and MBE/WBE Utilization. Describe Proposer’s practices and history of hiring women and minorities. Also describe Proposer’s specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer’s strategies for employing women and members of minority communities to comply with the Authority’s Equity Plan. Exhibits 3 to 5 shall be considered in evaluating this factor.

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, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. 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.

A. Project Labor Agreement

The Authority will require the Proposer to negotiate and enter into an appropriate labor agreement acceptable to the Authority for the Proposer's work required by this RFP.

B. 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.

C. Pre-Proposal Meeting

Pre-proposal site visits will be held the week of March 19, 2018, by appointment only. Arrange a site visit through Curtis Schmillen at [cschmillen@usbankstadium.com](mailto:cschmillen@usbankstadium.com).

Proposals are due by 5:00 pm. CST, March 14, 2018. One electronic copy and 4 bound copies of each Proposal should be enclosed in a sealed envelope addressed to:

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

With an electronic copy sent via email to Curtis Schmillen at [cschmillen@usbankstadium.com](mailto:cschmillen@usbankstadium.com).

One electronic copy and 4 bound copies should also be sent and addressed to:

D. Questions or Inquiries

All questions must be submitted via email no later than 5:00 pm. CST, March 7, 2018 to:

SMG-U.S. Bank Stadium  
Curtis Schmillen – [cschmillen@usbankstadium.com](mailto:cschmillen@usbankstadium.com)  
and  
MSFA-U.S. Bank Stadium  
James Farstad – [james.farstad@msfa.com](mailto:james.farstad@msfa.com)

E. 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.

F. Other Exhibits to the RFP

Exhibit A	Trade Contract Agreement
Exhibit B	Confidentiality Agreement
Exhibit C	Non-Collusion Statement
Exhibit D	Minnesota Department Affirmative Action Data Page
Exhibit E	Construction Documents
Exhibit F	Acknowledgement and Attestation Form

**The following exhibits are associated with the Trade Contract Agreement, and will be required prior to contract approval:**

Trade Contract Agreement and Exhibits to Agreement

Exhibit 1	Description of Trade Contract Work
Exhibit 2	Trade Contract Amount
Exhibit 3	Targeted Business Commitment and Information Form
Exhibit 4	Targeted Business Information Form
Exhibit 5	TCA Equity Plan Progress Report
Exhibit 6	Construction Schedule
Exhibit 7	Bonds
Exhibit 8	Warranty

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**EXHIBIT 1**  
**DESCRIPTION OF TRADE 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 Trade Contractor and its Subcontractors, Suppliers, Consultants and Subconsultants of any tier and associated with the Trade Contractor Work for the Project are described below, and it is the intention of the Trade Contract Agreement that the Trade Contractor shall provide all design, work, services, labor, materials, and equipment to complete the Trade Contractor Work in accordance with the Trade Contract Agreement, including the Trade Contract Documents and all Applicable Laws.

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

**1. Design Services.**

(a) Trade Contractor shall provide Design Services for the Trade Contractor Work in a manner consistent with the Standard of Care whether performed by the Trade Contractor, its Consultants or any Person engaged directly or indirectly by the Trade Contractor. All staff used by the Contractor in the performance of the Design Services under this Trade Contract Agreement shall be qualified by training and experience to perform their assigned tasks. Trade Contractor's Design Services shall include usual and customary structural, mechanical and electrical engineering services necessary to complete the Trade Contractor Work. Trade Contractor represents that it is: (i) knowledgeable of the Applicable Laws in connection with its scope of Design Services under this Trade Contract Agreement, including all health, safety, fire, environmental, building and zoning codes, rules and regulations, and agrees to comply with each of the foregoing; (ii) experienced and fully qualified to perform the Design Services under this Trade Contract Agreement; and (iii) properly licensed, certified, registered and organized to perform such Design Services under Applicable Laws or any similar requirements.

(b) As part of the consideration contained in the Trade Contract Amount, Trade Contractor and its Consultants and sub-Consultants unconditionally and irrevocably transfer and assign to the Authority all rights, title and interest of any kind or nature in and to their respective Design Documents. Trade Contractor and its Consultants and sub-Consultants acknowledge and agree that for copyright purposes any Design Documents produced or prepared by Trade Contractor and/or its Consultants or sub-Consultants in connection with this Trade Contract Agreement shall be considered works made for hire under Applicable Law, specially ordered or commissioned by the Authority. If, and to the extent that, such Design Documents are deemed not to be works made for hire by a court of competent jurisdiction or an arbitrator, then this Trade Contract Agreement shall constitute an irrevocable assignment and transfer to

the Authority of the copyright in all such Design Documents, including the exclusive rights to reproduce, perform and distribute such Design Documents. The Authority shall have the sole right to bring enforcement actions for infringement of any and all such rights, and the Trade Contractor and its Consultants and sub-Consultants hereby assign any causes of action that may have accrued or will accrue with respect to in such documents, materials, trademarks, service marks and copyrights.

## **2. Construction Services.**

Trade Contractor will provide all labor, materials and equipment necessary to survey, design, engineer, fabricate, ship and install the Trade Contractor Work.

### **Design**

Trade Contractor will provide design services to establish aesthetic and structural specifications for the Trade Contractor Work, including required supporting structure and attachment elements. Scope includes all revision and refinement labor time to reach final acceptance and approval by the Authority and Team.

### **Project Management**

Trade Contractor will provide dedicated project management staff time from project execution to final punch list and acceptance of completed Trade Contractor Work by the Authority and Team. Trade Contractor will coordinate all Trade Contractor Work with the Authority, Team, Construction Manager, Architect, other contractors, and all members of the Project Team.

### **Site Survey and Scope Review**

Before generating any drawings or documents, Trade Contractor will conduct a full site survey to confirm that all existing conditions are adequate to meet the design intent. Trade Contractor will request and coordinate delivery for its review of drawings or other documentation showing or describing the existing conditions, coordinating trades and proposed work proposed to be provided by others. Any specific structural or other modifications to the Stadium structure will be immediately communicated to the Authority and Team for evaluation.

### **Shop Drawings**

Trade Contractor will generate for submittal and approval complete Shop Drawings defining each of the elements of Trade Contractor Work to be fabricated and installed by Trade Contractor. These Drawings will show the location/placement of each component of the Trade Contractor Work and will detail construction methods, "hardening" of components or methods, materials, colors, installation methods, and any applicable coordination information for each element type for its own Trade Contractor Work and with the Work of other adjacent contractors. Drawings will be based on existing Design Documents, site survey,

and any further information received during the design phases, and as coordinated with the Architect, Authority, and Team. Shop Drawings are required for each component type and include: specially-prepared technical data for this Project, drawings, diagrams, schedules, templates, patterns, instructions, measurements, and similar information not in standard print form.

### **Material/Control Samples**

Trade Contractor will submit samples of each material type, and finish and paint color(s), including both fabricated and un-fabricated physical examples of materials, products and units of work. Samples may be both complete units and smaller portions of units of work, either for limited visual inspection or, where indicated, for more detailed testing and analysis.

### **Engineering Calculations**

Engineering calculations will be provided with the Shop Drawings. Engineering calculations will contain information showing that each component and attachment/installation methods will meet the load requirements. Trade Contractor will cause all engineered drawings and documents to be prepared and stamped by a Professional Engineer licensed in Minnesota.

### **Mock-ups**

After approval of Shop Drawings and material samples, and only if requested by the Authority and Team, Trade Contractor will construct mock-ups to verify constructability of fabricated components and illustrate final product for review by the Authority and Team. Mock-ups will be constructed in the same manner as the final product using the same materials and processes to ensure that the requirements of the project are being met before Trade Contractor commences production.

### **Shop Testing**

Fabricated components will be shop tested prior to shipment or delivery to the Project Site.

### **Material Procurement**

The Trade Contractor will order and procure materials as required to maintain the Project schedule. If alternate materials are requested by the Authority or Team, Trade Contractor will advise of any alleged time impacts.

### **Shipping**

All fabricated components will be crated for shipment to the Project Site or off-site storage in a coordinated sequence to facilitate the installation process. All components will be crated in a manner to prevent any damage during transit or storage.

### **Installation**

Trade Contractor will provide onsite installation supervision as required for the unpacking and installation phase of the Trade Contractor Work. Trade Contractor will protect its Work from public access during construction. Trade Contractor will either provide its own safe storage of materials and equipment, toilet facilities, dumpsters/waste removal, and portable cranes, or arrange for the use of the same from the Construction Manager.

### **Project Closeout**

Trade Contractor will prepare and submit all closeout components, including, but not limited to, assembly manuals, maintenance manuals, and closeout package, in printed and PDF format. Documents shall include approved shop drawings annotated with revisions that reflect any changes in the field. Product data are to be provided to the Authority and Team in the form of an Operations and Maintenance Manual. Product data shall include standard printed information on materials, products and systems, including material safety data sheets (MSDS), and not specially prepared for the Trade Contractor Work.

### **Scope Components and Descriptions**

### **Optional Alternates**

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

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Trade Contractor acknowledges that this Trade Contract Agreement is a fixed-sum contract in the amount of [ \_\_\_\_\_ and \_\_\_\_\_/100 Dollars (\$ \_\_\_\_\_)] (the “Trade Contract Amount”) for all Trade Contractor Work. The Trade Contract Amount shall be complete and total compensation for all of Trade Contractor’s fees and expenses including, but not limited to: (i) all wages, benefits and related taxes either direct or subcontracted, (ii) all shop expenses, design fees, general overhead, taxes, telecommunications and any other costs of business or miscellaneous expenses; (iii) all travel expenses and related costs, including but not limited to, airfare, ground transport, accommodations, meals, and incidental travel expenses for Trade Contractor, its staff and associated workers, (iv) all materials whether directly purchased or purchased by subcontractors, (v) insurance coverage at limits required in this Trade Contract, and (vi) all crating, packing, shipping, transport and drayage costs, of whatsoever kind, for the Trade Contractor Work and for any and all tools and materials which Trade Contractor may need to perform its Trade Contract Work.

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**EXHIBIT 3**  
**TARGETED BUSINESS COMMITMENT AND INFORMATION FORM**

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[See Next Page]



**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 MBE (Check one)		How will firm participate? (subcontractor, consortium, joint venture)	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
	WBE	MBE				

Total WBE % \_\_\_\_\_ Total MBE % \_\_\_\_\_

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.

**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 Trade Contract 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: \_\_\_\_\_

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**EXHIBIT 4**  
**TARGETED BUSINESS INFORMATION FORM**

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[See Next Page]



**TRADE CONTRACT AGREEMENT AGREEMENT EQUITY  
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 BUSINESSES PROPOSED TO BE USED ON THE PROJECT:**

Firm Name	Address	Telephone Number

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

Firm Name	Address	Telephone Number

**TRADE CONTRACT EQUITY PLAN  
TARGETED BUSINESS COMMITMENT AND INFORMATION FORM**

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

**[END OF DOCUMENT]**

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**EXHIBIT 5**  
**TCA EQUITY PLAN PROGRESS REPORT**

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[See Next Page]

## TCA Equity Plan Progress Report

1. Project #:		9. Original Contract Amount:	
2. Project Title:		10. Change Orders to Date:	
3. Construction Trade		11. Revised Contract Amount:	\$0.00
4. Type of Services:		12. Total Earned to Date:	
5. Contract #:		13. Contract Dollars Remaining:	\$0.00
6. Contract Award Date:		14. Amount Paid to Date:	
7. Payment Claim #:		15. Percent Paid to Date:	
8. Progress Report #			

**PROJECT GOAL: 11% WBE 9% MBE**

**CONTRACT COMMITMENT \_\_\_\_%WBE \_\_\_\_%MBE**

**\_\_Interim Report**

**\_\_Final Report**

**Reporting Period: From \_\_\_\_\_ to \_\_\_\_\_**

A) W/MBE Subcontractor (SEE INSTRUCTION 1)	B) \$ Amount of Original W/MBE	C) Non-W/MBE Sub-Contractor	D) \$Amount to Non-W/MBE	E) \$ Amount in Change Orders to W/MBE Contract	F) Total W/MBE Contract \$ Amount	G) \$ Amount to be paid to W/MBE	H) Amount Paid to W/MBE	I) W/MBE %
	\$		\$	\$	\$	\$	\$	\$
Total W/MBE Contract \$ Amount as % of Total Contract Amount (11)								
\$ Amount Paid to W/MBE to Date as % of Total Contract Amount Paid to Date (14)								

Explanation if W/MBE Goal Not Being Met or Other Comments:

Signature:

Date:

Title:

Instructions:

1. List each W/MBE Subcontractor only once. Insert appropriate information in columns A), B), E), G), and H)
2. Complete columns C) and D) only for each non-W/MBE Subcontractor hired by the W/MBE Subcontract
3. Column D) shall include all W/MBE Change Order amounts passed along to non-W/MBE

**Authority Representative Signature: \_\_\_\_\_**

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**EXHIBIT 6**  
**CONSTRUCTION SCHEDULE**

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The Trade Contractor shall perform its Trade Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Trade Contractor Work. The Trade Contractor’s Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Trade Contract Agreement, Trade Contractor shall achieve Project Milestone Dates and Substantial Completion of its Trade Contractor Work in accordance with this **Exhibit 6**.

Final Completion of the Trade Contractor Work shall be deemed to have occurred only after completion of all the Trade 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 Trade Contractor Work that must be complete in accordance herewith are outlined on the Outline of Construction Schedule below. For purposes of this **Exhibit 6**, “**Scheduled Substantial Completion Date**” shall mean [REDACTED], 2017 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 Trade 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 Trade Contract Agreement, that the Trade Contractor will undertake Extraordinary Measures if the Authority determines that the performance of the Trade Contractor Work has not progressed or reached the level of completion required by the Milestone Dates for Trade Contractor’s Work in the Outline of Construction Schedule or if Trade Contractor’s Work is interfering with or delaying the Construction Manager’s work and timely Completion of the Construction Manager’s work pursuant to the Master Project Schedule.

**OUTLINE OF CONSTRUCTION SCHEDULE**

Description of Trade Contractor Work	Start Date	Guaranteed Completion Date	Comments
Design and Install of [REDACTED]			
<b>** Work to be coordinated with other Subcontractors in each area.</b>			

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**EXHIBIT 7**  
**BONDS**

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The Payment and Performance Bond forms that the Trade Contractor is required to provide related to its Trade Contractor Work are attached as **Exhibit 7**.

[See Next Page]

# TRADE CONTRACTOR PERFORMANCE BOND

Bond No. \_\_\_\_\_

## KNOW ALL PERSONS BY THESE PRESENTS:

That \_\_\_\_\_  
*(Here insert full name and address of Trade Contractor)*

as Principal, hereinafter called Trade Contractor,

and, \_\_\_\_\_  
*(Here insert full name and serving address of Surety)*

as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports Facilities Authority,**

**1005 4<sup>th</sup> Street South, Minneapolis, MN 55415** (the "Authority"), hereinafter called Obligee, in the amount

of \_\_\_\_\_

(\$ \_\_\_\_\_), (the "Bond Sum") for the payment whereof Trade Contractor and Surety, jointly and

severally, bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, Trade Contractor has, by written agreement dated as of \_\_\_\_\_, entered into a Trade Contract with Obligee, hereinafter called Contract, for, performance of a certain scope of work involved in the construction of a multi-purpose Stadium and related Stadium Infrastructure as more fully described and pursuant to the terms and condition in the Contract (the "Project")

*(Here insert name and location of the project and Contract number or general description of the work)*

which Contract is by reference made a part hereof.

NOW THEREFORE, Trade Contractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns by this Bond as provided herein, inclusive of all the provisions set forth above and below.

THE CONDITION OF THIS BOND is such that, if Trade Contractor shall satisfactorily perform each part of the Contract and any warranties and guaranties required under the Contract, then this Bond shall be null and void; otherwise it shall remain in full force and effect, inclusive of all the prior recitals and the following terms which are herein incorporated.

Whenever Trade Contractor shall be, and is declared by Obligee to be in default under the Contract, Obligee having performed Obligees obligations thereunder, Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions; or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if Obligee elects, upon determination by Obligee and Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Obligee, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract's Guaranteed Maximum Price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Bond Sum. The term "cost of completion" includes, without limitation, responsibilities of Trade Contractor for correction of defective work and completion of the Contract, Obligees legal and design professional costs resulting from Trade Contractor's default, and all damages recoverable under the Contract, including delay damages.

The term "balance of the Contract's Guaranteed Maximum Price, shall mean the total amount payable by Obligee to Trade Contractor under the Contract and any amendments thereto, less the amount paid by Obligee to Trade Contractor.

Any suit or arbitration under this Bond must be instituted before the expiration of the time in which suits or arbitrations may be brought under the Contract by Obligee in the jurisdiction where the Contract is to be performed, such period to be computed from the later of (1) the date of Trade Contractor's default; or (2) the date Surety refuses or fails to perform its obligations under this Bond, or (3) the date of Substantial Completion of the Project as established by the Contract.

Surety shall save Obligee harmless from all costs and charges, up to the amount of the Bond Sum, that may accrue to complete the Work of the Contract following the default of the Trade Contractor. Surety shall not be liable to Obligee in excess of the Bond Sum, as such Bond Sum may be adjusted as provided in the Contract and herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Surety's obligations shall include, up to the Bond Sum, payment for liquidated delay damages owed under the Contract by Trade Contractor to Authority as a result of late completion as provided for in, or governed by, the Contract.

Terms capitalized herein but not defined in this Bond shall have the meaning assigned to them as noted in the Contract.

This Bond shall remain in effect for the longer period of time in which an action may be maintained under the Contract or under Minn. Stat. §574.31, sub 1, as may be amended or succeeded from time to time.

Surety further agrees that in event of any default by the Authority in the performance of the Authority's obligations to the Trade Contractor under the Contract, the Trade Contractor or Surety shall cause written notice of such default, specifying said default in detail, to be given to the Authority. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Authority.

Surety agrees that it is obligated under the bonds to the Authority and to any successor, grantee or assignee of the Authority.

In any claim involving the Obligee, Surety and the Trade Contractor, the Surety shall be bound by and agrees to be a party to the dispute resolution provisions in the Contract, including any arbitration provision therein, and agrees Obligee has the right to join Surety by consolidation or joinder in any other related arbitration with persons bound to arbitrate with the Obligee. The foregoing agreement to arbitrate and consolidate and joinder shall be specifically enforceable under Applicable Laws in any court having jurisdiction thereof.

Signed and acknowledged and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Trade Contractor as Principal)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

(Trade Contractor signature must be notarized)

(Surety signature must be notarized)  
(Bond must be accompanied by a notarized power of attorney  
authorizing the above signature on behalf of Surety)

Name and servicing address of agent of Surety:

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_



**SURETY ACKNOWLEDGMENT**

State of Minnesota        )  
                                      ) ss  
County of Hennepin        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared \_\_\_\_\_,  
to me personally known, who being by me sworn, did say that (s)he is the Attorney-in Fact of  
\_\_\_\_\_, a corporation, that  
the seal affixed to the foregoing instrument is the corporate seal of said corporation and that  
said instrument was executed in behalf of said corporation by authority of its Board of  
Directors; and that said \_\_\_\_\_ acknowledged  
said instrument to be the free act and deed of said corporation.

Notary: \_\_\_\_\_

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND**

**THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND, RUNS IN FAVOR OF OBLIGEE AND CLAIMANTS**

Bond No. \_\_\_\_\_

**KNOW ALL PERSONS BY THESE PRESENTS:**

That \_\_\_\_\_  
*(Here insert full name and address of Trade Contractor)*

as Principal, hereinafter called Trade Contractor,

and, \_\_\_\_\_  
*(Here insert full name and serving address of Surety)*

as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports Facilities**

**Authority, 1005 4<sup>th</sup> Street South, Minneapolis, MN 55415** \_\_\_\_\_ (the "Authority"),

hereinafter called Obligee, in the amount of \_\_\_\_\_

(\$ \_\_\_\_\_) (the "Bond Sum") for the payment whereof Trade Contractor and

Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and

assigns firmly by these presents.

WHEREAS, Trade Contractor has, by written agreement dated as of \_\_\_\_\_, entered into a Trade Contract with Obligee, hereinafter called Contract, for \_\_\_\_\_

*(Here insert name and location of the project and Contract number or general description of the work)*  
which contract is by reference made a part hereof.

NOW THEREFORE, Trade Contractor and Surety, jointly and severally, hereby bind themselves, their heirs, executors, administrators, successors and assigns to Obligee to pay for costs for **work, skill, tools, machinery, materials, insurance premiums, equipment or supplies or taxes incurred under Minn. Stat. §290.92, Chapter 268 or Chapter 297A** ( the underline portion hereof referred to as " labor, materials, or equipment")provided to Obligee by Trade Contractor for use in the performance of the Contract.

THE CONDITION OF THIS BOND is such that this obligation shall be null and void if Trade Contractor:

1. A Claimant is defined as an individual or entity who provides labor, materials or equipment for the performance of the Contract and who further: (a) provides such labor, materials or equipment pursuant to a direct contract with Trade Contractor; (b) would otherwise be able to assert a mechanic's lien for such labor, materials or equipment in the jurisdiction where such labor, materials or equipment were provided; or (c) has rights, directly or indirectly, arising out of the provision of such labor, materials or equipment against Trade Contractor or Surety under Minnesota law, if any.

2. Trade Contractor and Surety hereby jointly and severally agree that every Claimant as herein defined, who has not been paid in full before the expiration of a period of one hundred twenty (120) days after the date on which the last of such Claimant's completion, delivery or provision of labor, materials or equipment for the Project, or within such other limitations of time may be imposed by Minn. Stat. § 574.31, as may be amended or succeeded from time to time, may sue on this Bond for the use of such Claimant, prosecute the suit to final judgment for such sum or sums as may be justly due Claimant, and have execution thereon. Obligor shall not be liable for the payment of any costs or expenses, including attorneys' fees, of any such suit.

3. No suit or action shall be commenced hereunder by any Claimant:

a) Unless Claimant shall have given written notice, as provided for in Minn. Stat. §574.31, to Trade Contractor, Obligor and Surety, within one hundred twenty (120) days after such Claimant's completion, delivery or provision of labor, materials or equipment for the Project, or within such other limitations of time may be imposed by Minn. Stat. § 574.31, as may be amended or succeeded from time to time, stating with substantial accuracy the nature and amount of its claim and the name of the party to whom such labor, materials or equipment were provided, or for whom such labor, materials or equipment was done or performed, and the date Claimant last completed, delivered or provided such labor, materials or equipment for the Project. Such notice shall be served by personal delivery or certified mail, postage prepaid, and in either case addressed to Trade Contractor and Surety, at either their addresses listed on this bond or any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the Project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Claimant last completed, delivered or provided labor, materials or equipment for the Project as stated in its claim required above, it being understood, however, that if any limitation or procedure embodied in this Bond is prohibited by any law controlling the construction *hereof*, such limitation or procedure shall be deemed to be amended so as to be equal to the minimum period of limitation or procedure permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. Surety shall not be liable to Obligor or Claimants in excess of the Bond Sum, as such Bond Sum may be adjusted as provided herein. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

Terms capitalized herein but not defined in this Bond shall have the meaning assigned to them as noted in the Contract.

Surety further agrees that in event of any default by the Authority in the performance of the Authority's obligations to the Trade Contractor under the Contract, the Trade Contractor or Surety shall cause written notice of such default, specifying said default in detail, to be given to the Authority. Such notice of default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Authority.

Surety agrees that it is obligated under the bonds to the Authority and to any successor, grantee or assignee of the Authority.

In any Claim involving Claimant, the Surety and the Trade Contractor, the Surety shall be bound by and agrees to be a party to the dispute resolution provisions in the applicable contract between the Trade Contractor and the Claimant.

Signed and acknowledged and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Trade Contractor as Principal)

\_\_\_\_\_  
(Surety) (Seal)

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

(Trade Contractor signature must be notarized)

(Surety signature must be notarized)  
(Bond must be accompanied by a notarized power of attorney authorizing the  
above signature on behalf of Surety)

<p><u>Name and servicing address of agent of Surety:</u></p> <p>_____</p> <p>_____</p> <p>Telephone: _____</p>
--

## CORPORATE ACKNOWLEDGMENT

State of \_\_\_\_\_ )

) ss

County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, before me appeared \_\_\_\_\_,  
to me personally known, who, being by me duly sworn, did say that he/she is  
the \_\_\_\_\_ of \_\_\_\_\_,  
a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said  
corporation, and that said instrument was executed in behalf of said corporation by the  
authority of its Board of Directors, and that said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

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

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SURETY ACKNOWLEDGMENT**

State of Minnesota        )  
                                      ) ss  
County of Hennepin        )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me appeared \_\_\_\_\_,  
to me personally known, who being by me sworn, did say that (s)he is the Attorney-in Fact of  
\_\_\_\_\_, a corporation, that  
the seal affixed to the foregoing instrument is the corporate seal of said corporation and that  
said instrument was executed in behalf of said corporation by authority of its Board of  
Directors; and that said \_\_\_\_\_ acknowledged  
said instrument to be the free act and deed of said corporation.

Notary: \_\_\_\_\_

County: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

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**EXHIBIT 8**  
**WARRANTY**

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The following Warranty is included in this Trade Contract Agreement as Exhibit 8.

**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 one (1) year after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than one (1) year, 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 \_\_\_\_\_, \_\_\_\_.

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

\_\_\_\_\_  
SEAL

\_\_\_\_\_  
MY TERM EXPIRES

**Exhibit B**  
**CONFIDENTIALITY AGREEMENT**

**(To Be Included Submitted with Indication of Interest and Qualifications)**

This Confidentiality Agreement (the "Agreement") made and entered to as of the day of \_\_\_\_\_ 201\_, by and between the Minnesota Sports Facilities Authority ("Authority") and \_\_\_\_\_ ("Proposer") relating to the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

1. For purposes of this Agreement, "Confidential Information" means "any and all" information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that

- (a) is or becomes public knowledge other than by the Construction Manager's act or omission or
- (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.

3. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event, shall the Construction Manager use less than reasonable care.

4. If the Proposer receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made,

(b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which maybe difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the forgoing.

6. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred

therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

7. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and, in the event, any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

\_\_\_\_\_  
("Authority")

\_\_\_\_\_  
("Proposer")

{SEAL

WITNESS:

\_\_\_\_\_

(If Proposer is a Corporation, complete below)

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

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

Attest: \_\_\_\_\_

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

**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 bid having full authority to do so. I certify that Bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above-named project. No person or persons, natural or corporate, has, have, or will receive, directly or indirectly, any rebate, fee, gift, commission, or other thing of value in consideration for this offer.

\_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**EXHIBIT D**



**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

**EXHIBIT E**

**Construction Documents**

**REVISION NOTES**

- 12" ALUMINUM FINIS AT CURTAINWALL ELIMINATED.
- LOUVER LOCATIONS AND / OR SIZES ADJUSTED. REFER TO METAL PANEL ENLARGEMENTS.

**METAL PANEL TYPES**

AMF-001: 1'-0" x 12'-0" ZINC WALL PANELS. HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS

AMF-002: 1'-0" x 12'-0" PERFORATED ZINC WALL PANELS. HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS

AMF-003: 18" PLATE ANODIZED ALUMINUM WALL PANELS WITH CONCEALED FASTENERS. REFER TO ENLARGED ELEVATIONS FOR PANEL SIZES

AMF-004: 1'-0" x 12'-0" PAINTED ALUMINUM WALL PANELS. FLAT INTERLOCKING HOOK SEAM WITH CONCEALED FASTENERS

AMF-005: 1'-0" x 12'-0" PAINTED ALUMINUM SOFFIT PANELS. HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS

AMF-006: 1'-0" x 12'-0" ZINC WALL PANELS. FLAT INTERLOCKING HOOK SEAM WITH CONCEALED FASTENERS

AMF-007: NOT USED

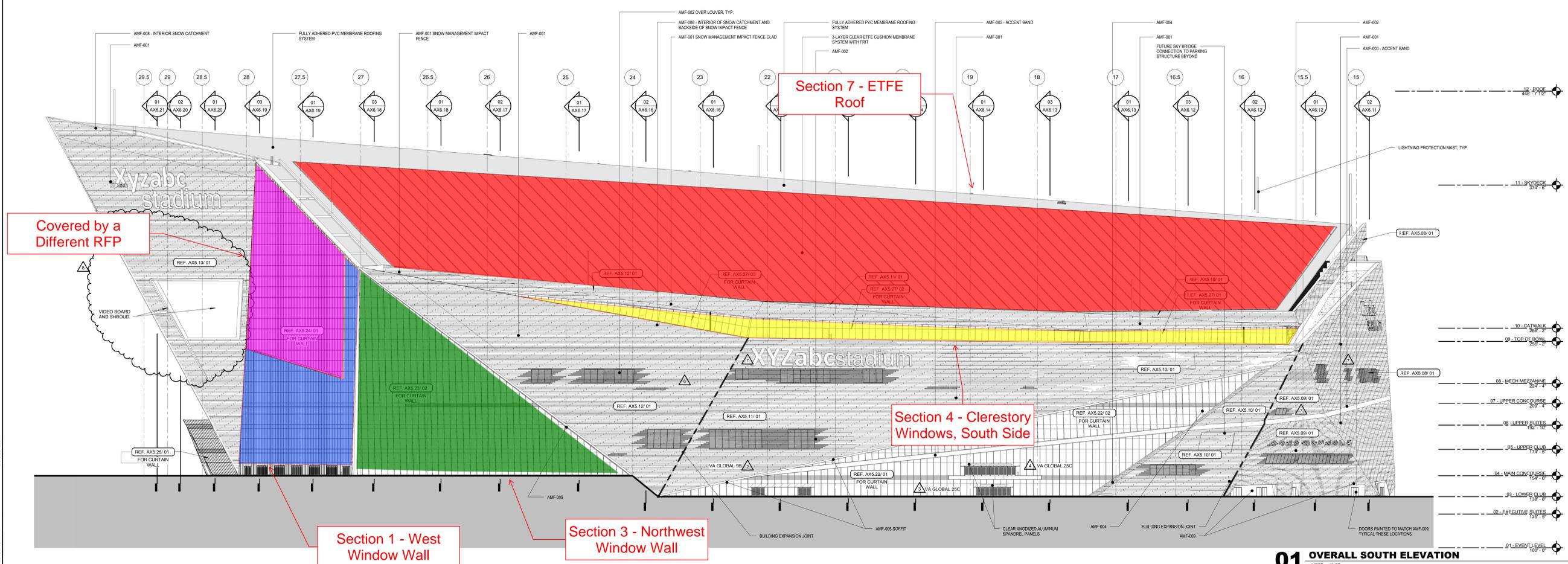
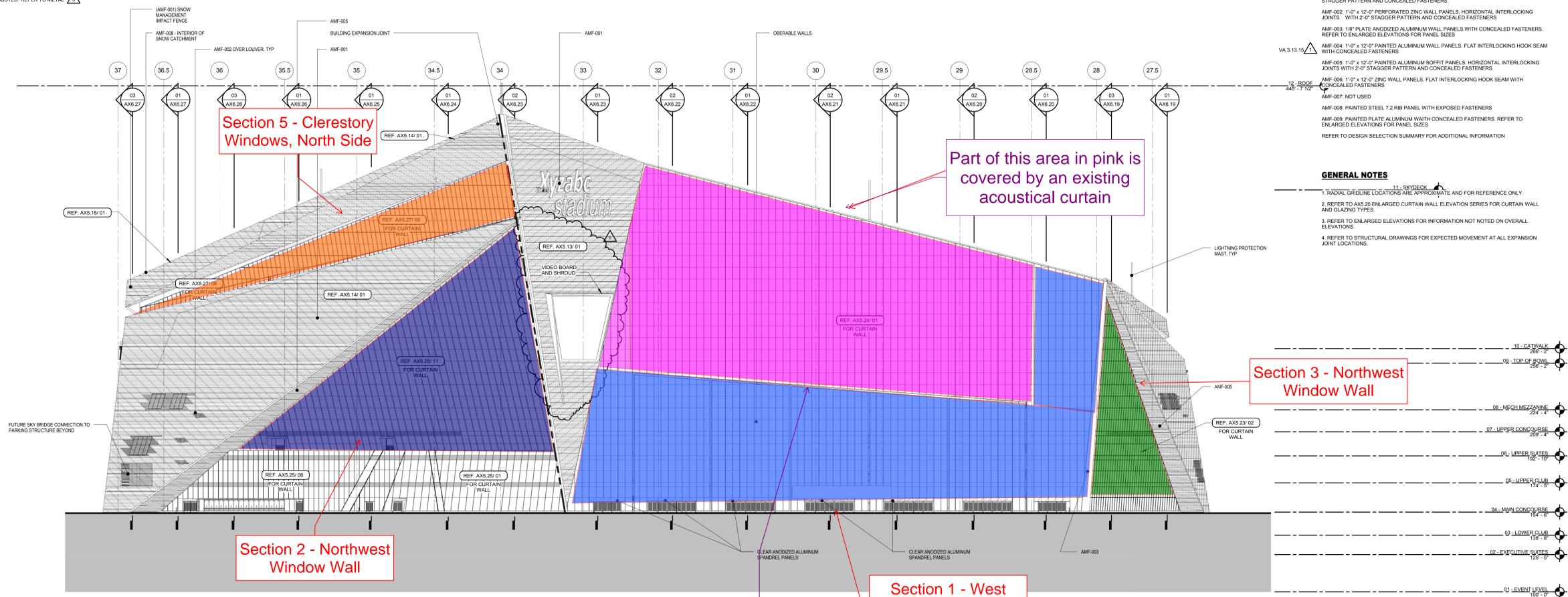
AMF-008: PAINTED STEEL 7.2 RIB PANEL WITH EXPOSED FASTENERS

AMF-009: PAINTED PLATE ALUMINUM WITH CONCEALED FASTENERS. REFER TO ENLARGED ELEVATIONS FOR PANEL SIZES

REFER TO DESIGN SELECTION SUMMARY FOR ADDITIONAL INFORMATION

**GENERAL NOTES**

1. RADIAL GRIDLINE LOCATIONS ARE APPROXIMATE AND FOR REFERENCE ONLY.
2. REFER TO AXIS 20 ENLARGED CURTAIN WALL ELEVATION SERIES FOR CURTAIN WALL AND GLAZING TYPES.
3. REFER TO ENLARGED ELEVATIONS FOR INFORMATION NOT NOTED ON OVERALL ELEVATIONS.
4. REFER TO STRUCTURAL DRAWINGS FOR EXPECTED MOVEMENT AT ALL EXPANSION JOINT LOCATIONS.



**CERTIFICATION**

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF MINNESOTA.

Architect: Linda McCracken-Hunt  
Arch. Reg. No.: 15430  
Date: 09/11/2015

Signature: *Linda McCracken-Hunt*

**KEY PLAN**

10	11	12	1
9	16	13	2
8	15	14	3
7	6	5	4

**REV. NO. DESCRIPTION DATE**

1. CCD-075 06/06/2014
2. CCD-082 06/20/2014
3. CCD-092 07/02/2014
4. CCD-098 07/10/2014
5. ASI-164 12/12/2014
6. ASI-168 01/23/2015
7. ASI-175 02/20/2015
8. CCD-284 09/11/2015

HKS PROJECT NUMBER  
**16246.000**

DATE  
**APRIL 2, 2014**

ISSUE  
**CCD-049**

SHEET TITLE  
**OVERALL EXTERIOR ELEVATIONS**

SHEET NO.  
**AX5.02**

**KEY PLAN**

10	11	12	1
9	16	13	2
8	15	14	3
7	6	5	4

**REV. NO. DESCRIPTION DATE**

1	CCD-075	06/06/2014
2	CCD-082	06/20/2014
3	ASH-164	12/12/2014
4	ASH-168	01/23/2015
5	ASH-175	02/23/2015
6	CCD-176	03/09/2015

HKS PROJECT NUMBER  
**16246.000**

DATE  
**APRIL 2, 2014**

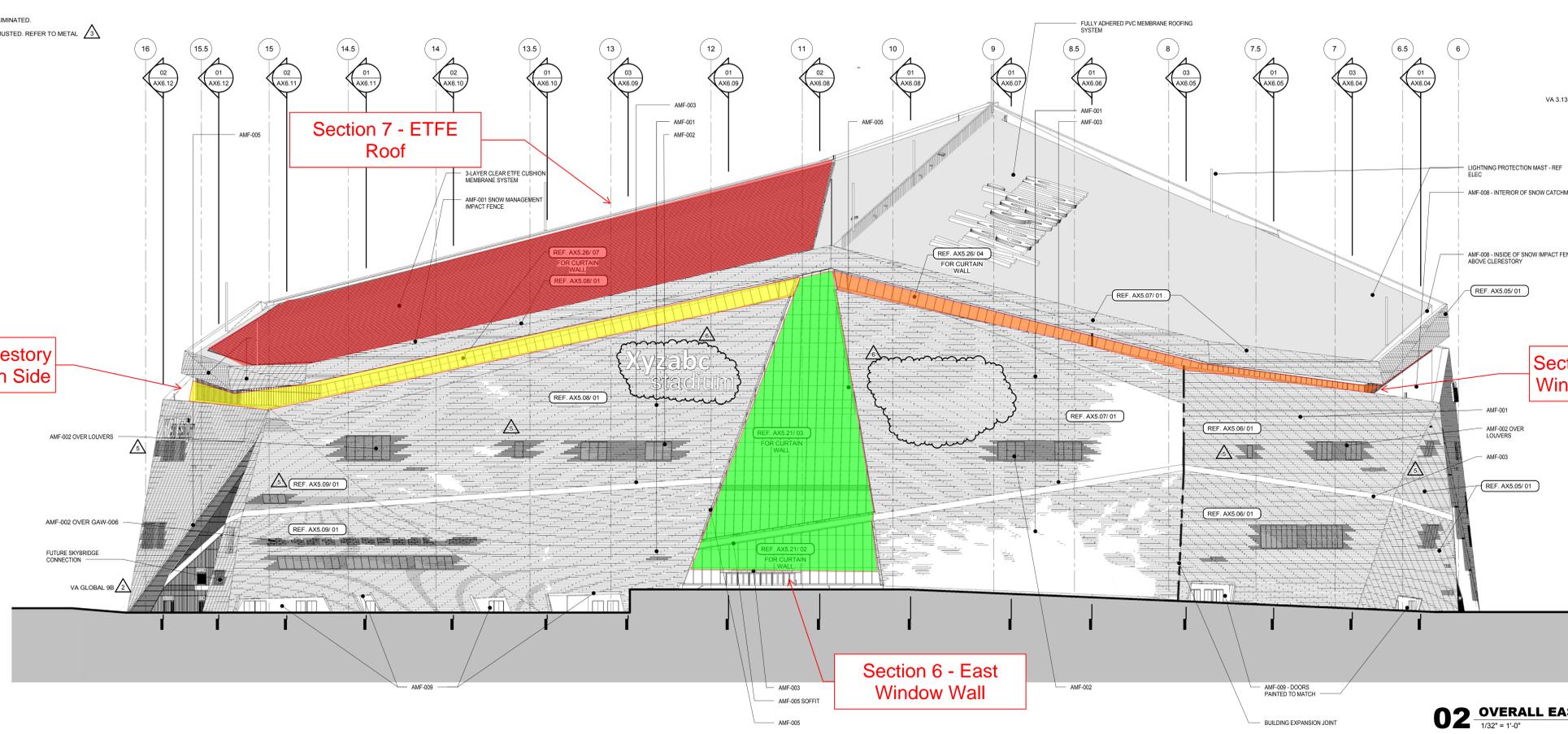
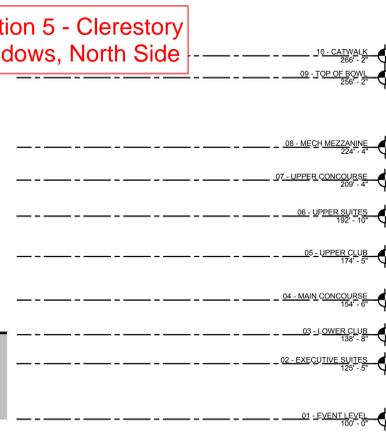
ISSUE  
**CCD-049**

SHEET TITLE  
**OVERALL EXTERIOR ELEVATIONS**

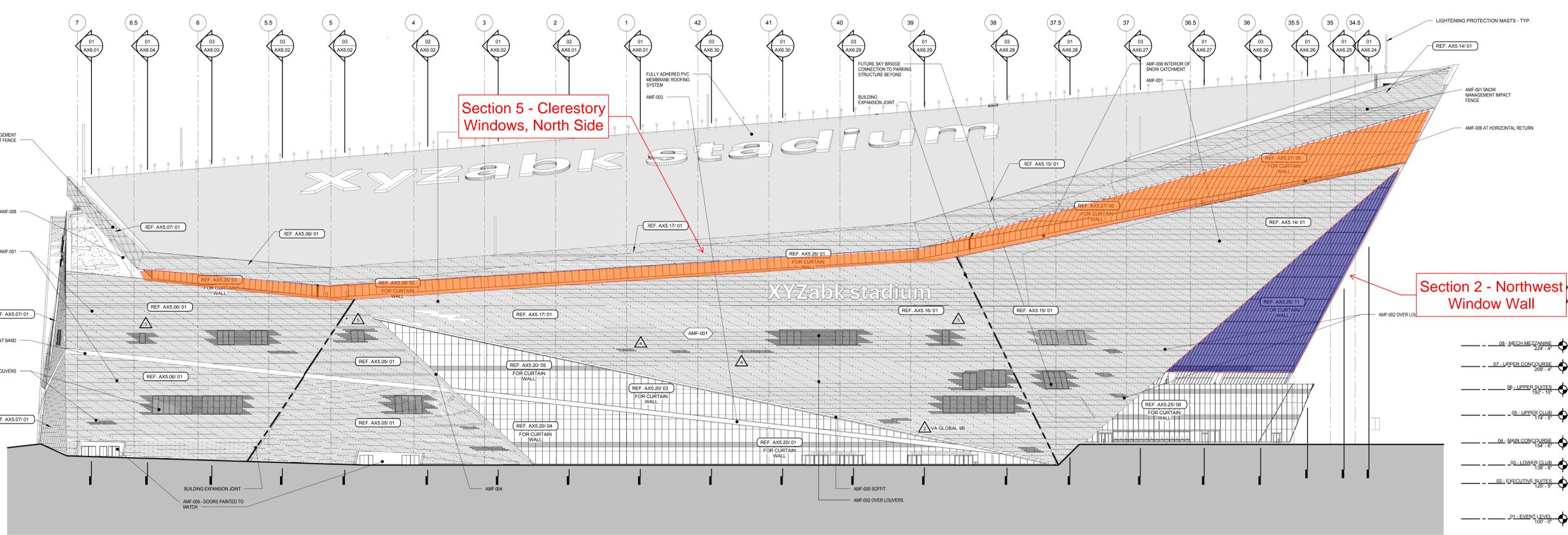
SHEET NO.  
**AX5.01**

- METAL PANEL TYPES**
- AMF-001: 1'-0" x 12'-0" ZINC WALL PANELS, HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS.
  - AMF-002: 1'-0" x 12'-0" PERFORATED ZINC WALL PANELS, HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS.
  - AMF-003: 1'-0" x 12'-0" PAINTED ALUMINUM WALL PANELS WITH CONCEALED FASTENERS. REFER TO ENLARGED ELEVATIONS FOR PANEL SIZES.
  - AMF-004: 1'-0" x 12'-0" PAINTED ALUMINUM WALL PANELS. FLAT INTERLOCKING HOOK SEAM WITH CONCEALED FASTENERS.
  - AMF-005: 1'-0" x 12'-0" PAINTED ALUMINUM SOFFIT PANELS, HORIZONTAL INTERLOCKING JOINTS WITH 2'-0" STAGGER PATTERN AND CONCEALED FASTENERS.
  - AMF-006: 1'-0" x 12'-0" ZINC WALL PANELS. FLAT INTERLOCKING HOOK SEAM WITH CONCEALED FASTENERS.
  - AMF-007: NOT USED.
  - AMF-008: PAINTED STEEL 2 RIB PANEL WITH EXPOSED FASTENERS.
  - AMF-009: PAINTED PLATE ALUMINUM WITH CONCEALED FASTENERS. REFER TO ENLARGED ELEVATIONS FOR PANEL SIZES.
- REFER TO DESIGN SELECTION SUMMARY FOR ADDITIONAL INFORMATION.

- GENERAL NOTES**
- RADIAL GRIDLINE LOCATIONS ARE APPROXIMATE AND FOR REFERENCE ONLY.
  - REFER TO AXS 20 ENLARGED CURTAIN WALL ELEVATION SERIES FOR CURTAIN WALL AND GLAZING TYPES.
  - REFER TO ENLARGED ELEVATIONS FOR INFORMATION NOT NOTED ON OVERALL ELEVATION.
  - REFER TO STRUCTURAL DRAWINGS FOR EXPECTED MOVEMENT AT ALL EXPANSION JOINT LOCATIONS.



**02 OVERALL EAST ELEVATION**  
1/32" = 1'-0"



**01 OVERALL NORTH ELEVATION**  
1/32" = 1'-0"

- REVISION NOTES**
- 12" ALUMINUM FINIS AT CURTAINWALL ELIMINATED.
  - LOUVER LOCATIONS AND / OR SIZES ADJUSTED. REFER TO METAL PANEL ENLARGEMENTS.

DATE: 3/20/15 2:48:07 PM  
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**EXHIBIT F**

NEW MINNESOTA MULTI PURPOSE STADIUM  
ACKNOWLEDGEMENT AND ATTESTATION FORM  
(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for \_\_\_\_\_ Proposal ("RFP") dated \_\_\_\_\_ and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.

The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name: \_\_\_\_\_ (Company)  
Name: \_\_\_\_\_ (Officer of Company)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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