



**REQUEST FOR PROPOSAL  
EVENT MERCHANDISE SALES  
SMG/U.S. BANK STADIUM  
August 2016-August 2019**

## **Project Background**

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

As set forth in the Act, the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Project”) is a collaborative process between the Authority and Minnesota Vikings Football Stadium, LLC (the “Team”).

The Project is located on a site partially including the site of the former Hubert H. Humphrey Metrodome and also including additional adjacent land that has been acquired in Minneapolis, Minnesota. The Project is being designed to meet the standards required for a National Football League (“NFL”) franchise, as well as other programmatic uses consistent with other multipurpose facilities. The Project will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the Authority. Construction of the Stadium and Stadium Infrastructure is now underway with substantial completion of the overall Stadium and Stadium Infrastructure to be achieved not later than July 29, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings’ 2016 NFL season.

The MSFA chose SMG in August 2014 as the operator for U.S. Bank Stadium. SMG has extensive experience in operating major sports venues, managing over 200 facilities worldwide, including four NFL stadiums (Soldier Field in Chicago, Mercedes-Benz Superdome in New Orleans, NRG Stadium in Houston, and Everbank Field in Jacksonville). SMG will book, operate and maintain the stadium, and all contractors and partners will report to SMG.

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## **PART ONE– GENERAL**

### **I. INTRODUCTION**

#### **Request for Qualifications**

SMG is seeking proposals from companies interested in providing event merchandise services at U.S. Bank Stadium. The 66,000 seat stadium is a state-of-the-art facility incorporating a turf playing surface, seven public concourses, a below grade service level, home and visiting team locker rooms, food service facilities, and all ancillary facilities necessary to support all events. The stadium is designed to provide a wide array of events for the community and state. It will host high school and college sporting events, including baseball, soccer and football. The stadium can also accommodate large trade shows and concerts as well as smaller intimate events in the stadium's high end club spaces and locations throughout the building. Two major events have already been announced, Super Bowl LII (February 4, 2018) and the Men's NCAA Final Four in 2019.

1. **Purpose**

SMG is accepting proposals from companies (“Bidder(s)”) interested in providing event merchandise services for U.S. Bank Stadium. Event merchandise services consist of selling event approved merchandise throughout the stadium. SMG will be selecting a Contractor who will have the responsibility for event merchandise services for all areas as outlined more fully in Part Two of this Request for Proposal.

2. **Contract Term**

The term of the contract shall be three (3) years with a ninety (90) day window where either party is able to terminate the contract with prior written notice. The selected Contractor has the opportunity to propose an alternate to the three (3) year contract if they chose to do so.

3. **Contact Information**

The sole point of contact for this Request for Proposal is:

Jerry Goldman  
Assistant General Manager  
jgoldman@smgmn.com  
612.777.8730 (Office)  
612.720.5514 (Cell)

4. **Proposal Conference**

A proposal conference will be held at the stadium on Wednesday, March 16, 2016 at 10:00AM. A walk through of the facility will take place and area drawings and descriptions will be provided.

5. **Written Questions**

Any questions concerning this request for proposal must be submitted via email to the contact information listed above no later than 5:00PM Monday, March 21, 2016.

6. **Proposal Submission Date**

Proposals must be received by SMG at the contact information prior to 5:00PM central standard time on Sunday, March 27, 2016. Any proposal received after this time will not be considered.

All proposals can be mailed to the address below:

Jerry Goldman  
511 11<sup>th</sup> Ave S, Suite 401  
Minneapolis, MN 55415

SMG will not be liable for any costs incurred in the preparation and presentation of the Response.

7. **Reserve Clause**

SMG reserves the right to reject any and all proposals at any time for any reason whatsoever and/or change the timing and procedure of this proposal process.

8. **Acceptance of Proposal (Award)**

It is the intent of SMG to award a contract to the Bidder offering the best value, provided the proposal has been submitted in accordance with the requirements of the Contract Documents and does not exceed SMG's Budget.

SMG reserves the right to make on-site inspections of facilities where participant provides services similar to the services requested hereunder before the award of Contract.

9. **Post-Proposal Interview/Presentation**

After the proposals are received, tabulated, and evaluated by SMG, certain Bidders may be asked to meet with SMG for a post-proposal interview/presentation.

The post-proposal interview may include, but is not limited to, a review of the proposal, Alternate Pricing, Unit Pricing, Financial Ability of Bidder to perform the scope of services requested and Bidders approach to the Work. SMG reserves the right to have the Bidder submit further clarification on questions by writing.

SMG 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. Proposers will be provided the criteria for the process. SMG reserves the right to reject any or all proposals if responses to the above or any other information in SMG's judgment are unsatisfactory or do not meet the budget, or required performance standards.

**II. PROPOSAL FORMAT**

1. **General**

Proposals must be submitted in two parts: a Technical Proposal and a Price Proposal. Three (3) copies (hard and digital) of each part shall be submitted and marked "Event Merchandise Services – Technical Proposal and "Event Merchandise Services – Price Proposal".

2. **Technical Proposal**

- A. Description of Bidder – provide a brief company overview including history, size, number of employees, affiliated companies, etc. The same information should be provided for any identified subcontractors or joint venture partners that would be working on the contract.
- B. Experience of Bidder – List relevant company experience within the past five (5) years, including current contracts and references. In particular, identify any experience on contracts similar in scope and size to the services sought under this request for proposal. Bidder must have at least five (5) years' experience performing event merchandise services for large venues with the capacity of at least 12,000 - 70,000. Information should include any and all joint venture partners.
- C. Contract Organization – Identify and explain the specific organization of the proposed project team, including key personnel and how this project fits in with other areas of your company's operation.

- D. Experience of Key Personnel – Briefly summarize the experience of key personnel and managers who would be working on this contract. Onsite manager must be named in this proposal and the onsite manager must have at least three (3) years of experience performing event merchandise sales with a seating capacity of at least 12,000 - 45,000 and performing medical services. SMG reserves the right to interview and approve the onsite manager.
- E. Event Merchandise Services Work Plan – Present a general plan of approach for meeting event merchandise specifications.
1. Organize tasks and job duties to be performed.
  2. Approximate number of staff, supervisors and event managers assigned to different tasks.
  3. Number of merchandise stands per crowd size.
  4. Hiring process.
  5. Provide a detailed description of your inventory sheets.
  6. Provide a recommendation on accounting procedures as it relates to settlement, cash, credit cards, any short or overage that may exist, final settlement night of show.
  7. Equipment to be utilized; provide a detailed list.
  8. Carts, tugs, pallet jacks to be utilized; provide a detailed list.
  9. Ability to set up outside stands if requested.

3. **Price Proposal**

Based on the anticipated scope of work and the staffing plan for a sold out 50,000 – 70,000 person event, please provide a detailed break-out of percentage split with U.S. Bank Stadium.

- a. All direct costs
- b. Number of credit card processors
- c. Minimum percentage increase (if any)
- d. Bootleg Security – who pays?

4. **Labor Requirements**

In response to this request for proposal, Contractor hereby warrants and represents that, as a condition of the award of a contract to provide services at the Stadium, it agrees to, and will comply with, the following terms and conditions pertaining to the employment of its employees at the Stadium and the services that Contractor will provide there.

- a. Contractor will be responsible for hiring, training, supervising, and directing its employees. Contractor will not by any statement, act or omission express or imply to any of its employees or job applicants that SMG is an employer, co-employer, or joint

employer of such individuals. Contractor will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.

b. Contractor will use its best efforts to recruit and employ employees who will be proficient and productive in their jobs and courteous to patrons and to others working at the Stadium.

c. Contractor will make every effort to employ women and members of minority communities when hiring for employment at the Stadium.

d. Contractor will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, color, age, sex (including sexual orientation), pregnancy (including childbirth and related medical conditions), national origin, disability, religion, ancestry, familial status, status with regard to public assistance, gender identity, marital status, membership or activity in a local commission, military status, veteran status, or any other classification protected by applicable law. Contractor's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless Contractor can demonstrate that the accommodation would impose an undue hardship. Contractor's policy will also include that it will reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of Contractor's business, which will allow an employee to practice his or her religion. Contractor's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in Contractor's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy.

e. Contractor will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in (e) above, including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in any service or apprenticeship programs.

f. Contractor will adopt and enforce policies that prohibit the use, possession, transfer, sale, or being under the influence of illegal drugs or alcohol during working time and off working time but in working areas of the Stadium. Such policies will include termination of employment and removal from the Stadium for violations, or such other disciplinary action that Contractor determines is suitable under its policies, as long as such action ensures that there will not be another violation.

g. Contractor will be or become a party to a labor peace agreement with any labor organization seeking to represent Contractor's employees when working at the Stadium, and which contains at a minimum provisions during the labor organization's organizing efforts:

i. Prohibiting the labor organization from engaging in or encouraging picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic

interference of any kind or nature whatsoever at the Stadium; and prohibiting Contractor from engaging in a lockout of Contractor's employees at the Stadium;

ii. For final and binding arbitration of any dispute over the labor organization's organizing efforts, the economic conditions of the employees, and other mandatory subjects of bargaining and the negotiation thereof; and

iii. For a duration of at least three (3) years from commencement of Contractor's services at the Stadium

h. When a labor organization represents Contractor's employees who are or will be employed at the Stadium, being a signatory to a collective bargaining agreement or other valid contract with such labor organization which contains at a minimum provisions.

i. prohibiting the labor organization and Contractor's employees from engaging in picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Stadium; and prohibiting Contractor from engaging in a lockout of Contractor's employees at the Stadium;

ii. For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract;

iii. for a duration of at least three years from commencement of Contractor's services at the Stadium.

i. Contractor will provide proof of workers' compensation insurance in the amount of at least one million dollars for each covered workplace injury, illness, and any other conditions subject to the Minnesota's Workers' Compensation Act.

j. Contractor will ensure that its employees will comply with all rules and regulations applicable to employees working at the Stadium.

k. Contractor's employees will wear neatly attired clothing that adequately identifies them as employees of Contractor.

SMG requires the following qualifications for all event staff and management providing services at U.S. Bank Stadium:

- Background on last five (5) years or as reasonably available.
- No criminal background or any conviction involving moral turpitude.
- Must be a regular full or part time employee of the contractor.
- Must be able to verbally communicate in a clear, distinct and courteous manner.
- Must be able to write clear and accurate reports and be able to complete any and all types of reports.

### **III. GENERAL CONDITIONS**

1. All equipment and materials required to perform this contract will be purchased by and be the property of the Contractor. SMG will provide staging areas and storage space for the use of the Contractor's personnel and for the on-site storage of the equipment and supplies.
  
2. **Professional Image Standards**
  - A. The Contractor will be responsible for the purchase and upkeep of all uniforms for its staff. This includes uniforms for event and non-event staff. SMG at their sole discretion will determine the uniform including, color, style, print size and logo placement. SMG reserves the right to place a U.S. Bank Stadium logo on the contractor's uniform at no cost.
  
  - B. Uniform standards and employee appearance must be maintained in a first class manner. Employees must be in uniform at all times when on the clock. Employees are not to wear soiled uniforms and piercings are to be kept to a minimum. No sports logo(s) other than the U.S. Bank Stadium official marks should be visible while working.
  
3. **Facility Policies and Procedures**
  - A. Employees of the Contractor shall adhere to all established security procedures at the facility. Each employee must have an independent criminal background check conducted prior to being issued a credential for access to U.S. Bank Stadium. When an employee enters or exits U.S. Bank Stadium they must sign in and sign off premise using the ABI time clocks, while displaying their identification badge. The Identification badge must be worn at all times while working in and around the stadium. Should SMG observe any undesirable conduct by a Supervisor; they shall immediately notify the Contractor verbally, followed by written notification to the Contractor.
  
  - B. SMG will have the right to cause the immediate removal of any employee of the Contractor from the stadium premises if SMG determines that such employee is engaging in conduct detrimental to users of U.S. Bank Stadium, to fans of the stadium or to the safety or proper operation of the stadium facility as a whole. The Contractor shall be responsible for the conduct of that employee and liable for any action or inaction of that employee while performing under the contract.
  
  - C. The Contractor will be required to obtain appropriate insurance coverage, including employee dishonesty coverage in form and amount of reasonably accepted to SMG.
  
  - D. Contractor, when required, shall coordinate and or adjust employee's schedules to accommodate all events held at U.S. Bank Stadium.

- E. All Contractors' employees must attend a U.S. Bank Stadium wide Customer Service training session to be eligible to work in the stadium that season.

#### **4. Event Merchandise Services**

A. It is the responsibility of the Contractor to provide the following equipment to perform the job:

- i. Radios
  - a. All radios must be integrated into U.S. Bank Stadium radio system or a satisfactory approved alternative in order for all Contractor radios to be contacted by SMG personnel.
- ii. Ear Pieces
  - a. Ear pieces must be worn at all times by stand supervisors.
- iii. All necessary on-site equipment for providing merchandising services both inside and outside of the stadium.
- iv. All necessary carts/golf carts.

B. Contractor will be responsible for ordering telephone, fax and internet access through venue IT department.

C. SMG will make available Internet through the Local Area Network.

## **PART TWO –EVENT MERCHADNISING SPECIFICATIONS**

### **I. SPECIFICATION OF SERVICES**

1. The Contractor will provide appropriate number of staff and merchandise sellers.
2. Sellers should be staffed by trained, qualified and competent professional personnel.
  - A. Except as expressly approved by SMG, the Contractor shall not be permitted, without the prior written consent of SMG, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder or under any resulting contract. Such prohibition shall require the Contractor and any approved subcontractor to provide its services only through its own employees, i.e., neither the Contractor nor any approved subcontractor shall be permitted to hire or use independent contractors or subcontractors or temporary employees to provide the services required of the Contractor hereunder.
  - B. All employees should be properly trained

4. The Contractor and the Onsite Manager or Supervisor will report to and take direction from the Assistant General Manager or Director of Event Services and/or his designated assistant. Staffing requests, event times, pre and post times and duties will be communicated to the Contractor in writing. Such information will be given to the Contractor as soon as possible. SMG retains the right to make adjustments in the number of staff requested, times, locations, and duties five (5) days prior to the actual commencement of coverage.

## **II. LICENSE AND INSURANCE REQUIREMENTS**

The successful Contractor will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by SMG. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Minnesota with a Best's Insurance Reports rating of no less than A-. It is anticipated that such coverage shall include the following:

- a. Comprehensive General Liability Coverage in the amount of \$2,000,000.00 per occurrence and per location. This coverage must be written on an occurrence form. Claims made policies will be unacceptable. This insurance shall provide coverage, from and against any claim for property damage or bodily injury arising out of the operations of the Contractor. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement.
- b. Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of Contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- c. Professional liability coverage including Medical Malpractice Coverage with limits of at least \$5,000,000.
- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by Contractor in connection with the services required under Contract
- e. Excess Liability Coverage, in the amount of \$10,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage

on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

f. Insurance against Loss and/or Damage to Contractor's property and other personal and business property of Contractor upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of Contractor.

g. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, MSFA and Vikings and their employees, agents, officers and directors as additional insured there under.

h. Evidence of such coverage being in place will be promptly delivered to SMG prior to the commencement of the term of this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 90 days prior notice to SMG, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, Proposer will provide SMG with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.

i. All policies should contain a waiver of subrogation in favor of the SMG, MFSA and Vikings and any and all parties deemed necessary.

### **PART THREE - SUPPLEMENTAL REQUIREMENTS**

1. No motorized vehicles will be operated in public areas from 30 minutes prior to gate opening and until SMG announces that the stadium is safely secured.
2. Merchandise buy-outs
  - a. Contractor will never be entitled to a merchandise buy out for any event (i.e. Feld Entertainment, Vikings Events, High School Sports, etc.).
3. Right to Decline Work
  - a. The Contractor shall be required to provide merchandise services for all requested events and cannot selectively decline a particular service.
4. Year Round/Daily Requirements
  - a. The Contractor will provide merchandise services required to all non-game "Authority Events" throughout the year (concerts, conferences, charity events, etc.) when needed. Staffing for Authority will require nighttime, weekend, and holiday work.

## Merchandise Sales Services: Evaluation of Proposals

As described below the proposals will be scored on a point system, with some criteria being graded on a pass/fail basis. Proposers who fail any criteria may have their Proposal rejected. A total of 250 points will be available as follows:

- Project Delivery: 50 points
- Merchandise Sales Staffing: 50 points
- Commercial Terms: 100 points
- Interview: 50 points (If required)
- Equitable Contracting and Hiring: Pass/Fail

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion will then be short-listed and selected to enter into final discussions and negotiations, SMG will select in its discretion the Proposer whose final Proposal is most advantageous and the best value as permitted by the Act.