

**Request for Proposal**  
**U.S. Bank Stadium**  
**Materials and Handling**  
**For the**  
**Minnesota Sports Facilities Authority**

<b>RFP Issuance Date:</b>	<b>June 7<sup>th</sup> 2016</b>
<b>RFP Due Date:</b>	<b>June 15<sup>th</sup> 2016</b>
<b>RFP Number:</b>	<b>RFP-ARAMARK-051816</b>

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# Minnesota Sports Facilities Authority

## U.S. Bank Stadium Request for Proposals – Materials and Handling

### I. GENERAL INFORMATION

The Minnesota Sports Facilities Authority is a corporate and political body and political subdivision of the state (the “**Authority**”). Aramark, the concessions management company hired by the Authority, and acting on behalf of the Authority is issuing this Request for Proposal (“**RFP**”) related to U.S. Bank Stadium (the “**Stadium**”) located in Minneapolis, Minnesota and the surrounding areas as defined herein.

In 2012, the State of Minnesota enacted the Act to establish the Authority and to provide for, among other things, the financing, construction, and long-term use of the Stadium and related Stadium Infrastructure as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities. The Stadium is currently under construction and slated for completion in July 2016.

### II. STADIUM DESCRIPTION

The Stadium is located on a site partially including the site of the Existing Stadium and additional adjacent land to the Existing Stadium. The Stadium Site Plan is attached hereto as **Appendix A**.

The Stadium will have seating capacity of approximately 65,000 seats (expandable to 72,000 to host the Super Bowl) for use during all NFL home games played by the Minnesota Vikings Football Team (the “**Team**”), and for other special events such as the Super Bowl, NCAA basketball, amateur baseball, Major League Soccer, concerts, civic, community and not-for-profit events, and other events to be determined. The Stadium will be a fixed-roof structure with artificial grass and a view of the Minneapolis skyline. The Stadium is designed to meet the standards required for a National Football League franchise, as well as other programmatic uses consistent with other multi-purpose facilities. Construction of the Stadium and Stadium Infrastructure began in the 4th quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure anticipated to be achieved on or about July 15, 2016.

### III. REQUEST FOR PROPOSALS

The Authority is seeking proposals for the **procurement of materials and Handling** and other incidentals necessary for the provision certain equipment for use at the Stadium as more fully described in **Schedule 4** of this RFP.

#### IV. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all documents provided in connection with this RFP and thoroughly familiarize itself with all requirements of the RFP prior to submitting its Proposal.

The following timetable has been established by Aramark for the issuance, response and award of contract for the Product and Services. Aramark reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

Proposers Notification	June 7th 2016
Proposal Due Date	2:00 PM CST, June 15 <sup>th</sup> , 2016
Vendor Selection	On or around June 17 <sup>th</sup> , 2016

Anticipated Delivery / Substantial Completion Date No earlier than **June 20th 2016**, no later than **July 8<sup>st</sup> 2016**.

Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (CST), June 15<sup>th</sup> 2016** to the Aramark at the address set forth in **Section IV.C** below.

In addition, the Proposer shall provide, in completed form, the attached Schedules to this RFP.

- A. There will be no pre bid meeting
- B. All inquiries regarding this RFP must be in writing directed to: Jamie Hodgson at the address set forth in **Section IV.C** below or via email to Hodgson-jamie@aramark.com Questions may be submitted up to **June 15th 2016**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued two (2) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of Aramark, the Authority or the Team regarding the Stadium and/or this RFP, including contact by the Proposer's contractors, agents, representatives and consultants, could result in your Proposal being disqualified.

- C. Each Proposer shall submit two (2) bound copies and one (1) electronic copy of its Proposal response to this RFP no later than **2:00 p.m. (CST) June 15th 2016** addressed to:

Mr Jamie R. Hodgson  
General Manager  
Aramark  
511 11<sup>th</sup> Avenue  
Suite #401  
Minneapolis, Minnesota 55415

Proposals in response to this RFP received after **due date and time** shall not be accepted.

**ELECTRONIC PROPOSAL PERMITTED:** Electronic proposals are permitted for items quoted that meet specifications exactly as set forth in this RFP. Any item not specifically called out in this Solicitation and proposed by a Proposer must be presented in hard copy with cut sheets and comparison of alternate to base specifications. Electronic proposals must be submitted to Hodgson-jamie@aramark.com. Facsimile transmissions are not acceptable.

- D.** All Persons responding to this RFP are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Proposers shall note with their submittal any privileged information or other private data in or withheld from their submittal, and shall contact Aramark regarding confidential treatment of such privileged information or other private data.
- E.** The Authority and Aramark, at their sole discretion, shall have the right to reassess and determine whether any particular Proposer has the qualifications to proceed in this process, notwithstanding the receipt of this RFP. Such determination shall be made and based upon, among other things, information provided by the Proposer including: demonstrated understanding of and responsiveness to the requirements (x) of this RFP and (y) for the Project; (ii) the Proposer's past experience in supplying similar services and equipment for similar multi-purpose professional sports facilities and/or similar NFL facilities; and (iii) the costs set forth by the Proposer to provide the Products and Services requested in this RFP.
- F.** Aramark may interview one or more Proposers regarding the Products. The purpose of the interview will be to meet the Proposer to provide the products requested as a part of this RFP, and understand the Proposer approach and ability to meet the stated objectives of the Authority. The Proposer should be prepared to discuss with specificity the Proposer's capacity to provide Services requested in this RFP in compliance with the specifications and timetable set forth herein.
- G.** The Proposer may withdraw its Proposal before **June 17<sup>th</sup> 2016** without prejudice to itself, by communicating its purpose, in writing, to Aramark, and when its communication is received, the Proposal will be returned to the Proposer, or its authorized agent, unopened. No Proposer may withdraw its Proposal within one hundred twenty (60) days after the day of opening Proposals.
- H.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting the proposed products. Failure to make such investigations and examinations will not relieve the successful Proposer from the obligations to comply with all provisions and requirements of the RFP.

**I. Execution of Proposal:**

- If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the state in which the corporation is chartered, and if the state is other than Minnesota, the Proposal will show that the corporation is authorized to do business in the State of Minnesota.
- If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other Person duly authorized to bind the partnership. The capacity and authority of the individual signing will be shown.
- If the Proposer is an individual or sole proprietorship, the individual person, stating name or trade name, if any, will sign the Proposal.
- In any case, the Proposal will show the present business address of the Proposer at which communications from Aramark and notices served are to be received.

**J.** The Authority and Aramark reserve the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate. The Authority and Aramark reserve the right to request additional information, clarifications, modifications, addenda or amendments from one or more Proposers at any time.

**K.** All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation, will become the property of the Authority and the Authority will not be obligated to return the same to the Proposer. The Authority may use any and all information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents in any manner it may, in its sole discretion, deem appropriate. Selection or rejection of any Proposal will not affect the right of the Authority to use to any information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal.

**V. INSURANCE AND BONDING**

A. Insurance requirements shall include at minimum the following coverage and must name the Authority, Team, and Aramark as additional insureds. Waivers of subrogation will be required in connection with insurance carried by the Authority, Team, and Aramark. The limits below shall apply on a per-occurrence and aggregate basis and shall not be altered without 30 days' notice to the Authority and SMG.

1. General Liability coverage of \$2,000,000
2. Excess Coverage of \$5,000,000

3. Automobile Liability coverage of \$2,000,000
4. Workers Compensation coverage to meet statutory limits
5. Employers Liability coverage of \$1,000,000
6. Professional E&O insurance of \$2,000,000

B. Certificates are required with submittals. Each proposal shall be accompanied by a letter of surety, from a Surety agent, stating ability to provide a performance bond of 5% of the total bid cost upon award shall also be included.

## **VI. PROPOSAL INSTRUCTIONS**

Proposers shall submit one response per solicitation and shall not propose more than one price, model, and brand for each item on that solicitation. Should a Proposer desire to submit multiple or alternative proposals, (an "Alternate Proposal") each should be submitted in a separate solicitation and marked "ALTERNATE PROPOSAL."

All Proposals shall include but not limited to all freight, installation (if necessary), insurance, bonding, etc. All items shall be shipped to the Stadium shall be vendor's through manufacturing, transport, installation and commissioning. The Authority shall take ownership after final sign off and close out is complete.

It is the Proposer's responsibility to specifically address the variances to Specifications as laid out in the solicitation. Any Alternate Proposal that does not provide line item specification variance explanation where needed will be rejected if deemed non-compliant to this section by the Authority.

## **VII. PAYMENT INFORMATION**

Aramark is acting on behalf of the Authority. Aramark is the entity that will issue all purchase orders, contracts and receive invoices on behalf of the Authority. Payments with regards to this solicitation will be reviewed and approved by Hammes Company, as Owner's Representative, and disbursed by Chicago Title Insurance Company, as disbursing agent, directly to vendor.

The Authority is NOT exempt from Minnesota State sales and Minnesota State Sales Tax must be included in the proposal price. The Authority is exempt from local taxes.

If the vendor is not required to pay Minnesota sales tax a tax exemption form must be submitted with the completed proposal together with a completed W-9 for payment.

Payment terms are Net 75 days from receipt of invoice only after acceptable delivery and receipt of item. All items will be checked upon arrival to ensure each is in approved condition prior to payment.

## **VIII. PROPOSAL REQUIREMENTS**

- A. The Proposer shall include a Price Proposal detailing costs in an itemized format. At minimum, the pricing sheet(s) must show the price breakdowns as illustrated in the Pricing Sheet attached.
- B. The Proposer shall describe any potential problems, which may impact the delivery date.
- C. The Proposer shall include a minimum of two (2) references at comparable stadiums with comparable quantities that were successfully performed by the Proposer within the last 18 months in similar projects.
- D. Each Proposer is required to provide the following information in the amounts requested. Proposers who fail to provide any of the submittals requested will not be given consideration.
  - a. Submit one (1) copy of any applicable warranties.
  - b. Submit one (1) copy of manufacturer's operating, service and/or parts manual.
  - c. Submit one (1) copy of certificate of insurance

## **IX. EVALUATION OF PROPOSALS AND SELECTION OF PROPOSER**

- A. Aramark will evaluate each Proposal on the basis of responsiveness to this RFP, and shall award the contract, if at all, to the lowest responsible bidder.
- B. Aramark may eliminate, in its sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.
- C. Aramark may reject all Proposals and decide to reissue the RFP or proceed without the assistance of any Proposer.
- D. Aramark reserves the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the products with one or more Proposer.
- E. Aramark will not be required to state or indicate any reason for rejection of any Proposals or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.

**SCHEDULE 1**

**PROPOSER BACKGROUND INFORMATION**

Proposer Information

Company Name:  
Business Address:  
City, State, Zip:  
Main Telephone Number:  
Contact Person:  
Direct Phone:  
Email Address:

Please check one of the following and enter the information in the appropriate section.

Type of Entity

- A.  Individual/Sole Proprietor
- B.  Corporation/LLC
- C.  Partnership
- D.  Other Describe: \_\_\_\_\_

A. Individual/Sole Proprietor

Owner's Name: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Federal Employer ID Number: \_\_\_\_\_  
D.B.A. Trade Name: \_\_\_\_\_  
Owner's Social Security Number: \_\_\_\_\_  
Owner's Date of Birth: \_\_\_\_\_

B. Corporation/LLC

\_\_\_\_\_, a corporation/LLC organized under the laws of the state of \_\_\_\_\_  
(Name and State) and domiciled at:  
\_\_\_\_\_ (State of Formation)

\_\_\_\_\_  
\_\_\_\_\_  
(Address of Home Office)

and authorized to do business in the state of Minnesota.

The Agreement will be signed by: \_\_\_\_\_ (Name of the Authorized Officer(s))

Federal Employer Identification Number: \_\_\_\_\_

Additionally, please furnish a copy of the Operating Agreement or minutes of the Corporation's Board of Directors showing his or her authority to act on behalf of the corporation.

C. Partnership

Name of Partnership: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Members/Partners: \_\_\_\_\_

\_\_\_\_\_

(provide a list of all members/partners and share of ownership)

Managing Partner: \_\_\_\_\_

Home Address of Managing Partner:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, a Partnership organized under the laws of the state of \_\_\_\_\_ (Partnership Name), and domiciled at: \_\_\_\_\_ (State of Formation or existence)

\_\_\_\_\_  
\_\_\_\_\_

(Address of Home Office)

and authorized to do business in the state of Minnesota.

The Agreement will be signed by: \_\_\_\_\_ (Name of Partner)

Additionally, please furnish a copy of the partnership agreement evidencing the formation of the partnership and the authority and incumbency of the Person signing on behalf of the partnership.

D. Other Business Entity

Owner's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

D.B.A. Trade Name: \_\_\_\_\_

Owner's Social Security Number: \_\_\_\_\_

Owner's Date of Birth: \_\_\_\_\_

**SCHEDULE 2**

**NEW MINNESOTA MULTIPURPOSE STADIUM  
ACKNOWLEDGEMENT AND ATTESTATION FORM**

**(To Be Submitted With Proposal)**

In submitting this Proposal for products or services the undersigned has certified that the Proposer has reviewed the RFP Qualifications dated April 6<sup>th</sup> 2016 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP Qualifications and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP Qualifications and/or from Aramark, the Authority or the Team on a confidential basis.

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

Proposer's  
Name

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

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

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

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

### SCHEDULE 3

#### CONFIDENTIALITY AGREEMENT

##### (To Be Submitted With Proposal)

This Confidentiality Agreement (the "**Agreement**") made and entered to as of the \_\_\_\_\_ day of [\_\_\_\_\_, 2016], by and between Aramark, the Minnesota Sports Facilities Authority ("**Authority**") and [\_\_\_\_\_] ("**Proposer**") in connection with the provision of Catering, Suites and Kitchen small wares for the new Minnesota Multipurpose Stadium (the "**Project**"). The Authority and Aramark and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "**Project Participants**".

The Authority and Aramark are considering retention of or has retained the [**Proposer**] to assist in consulting, working on or supplying goods to the Project. Because the [**Proposer**] may have access to confidential and proprietary information of the Authority or Aramark as a result of the Project, the [**Proposer**] agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "**Confidential Information**" means any and all information accessed, received, obtained or otherwise learned about the Project 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 [**Proposer**]'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 [**Proposer**] use less than reasonable care.

4. If the [**Proposer**] receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the [**Proposer**] shall (a)

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

5. The **[Proposer]** acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be 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 or official requests, at the election of the Authority or Aramark, as applicable, 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 foregoing.

6. In the event of any litigation between the Project Participants and the **[Proposer]** in connection with this Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

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 \_\_\_\_\_, 2015

**MINNESOTA SPORTS FACILITIES  
AUTHORITY,**  
a public body and political subdivision of the  
state of Minnesota

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

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

**ARAMARK:**

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

**[PROPOSER]:**  
**[LEGAL NAME OF PROPOSER]**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Title: \_\_\_\_\_  
(if applicable)

## **SCHEDULE 4**

### **TECHNICAL SPECIFICATIONS**

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Please provide pricing for the following items. In some cases items have specially been requested. Please do not substitute. If you do not have access to item, please make comment as such.

#### **FORKLIFT - QTY 4**

MAST - 2 STAGE  
MAX FORK HT. - 131"  
LOWERED HT. - 84"  
FREE LIFT - 6"  
AUTOMATIC FORK LEVELING  
PROPANE POWERED (LP)  
3,500 CAPACITY  
48" BACKREST  
FORKS 42" X 4" X 1.5"  
AUTOMATIC TRANSMISSION  
HYDROSTATIC POWER STEERING  
SIDESHIFTER  
NON MARKING SOLID PNEUMATIC TIRES (4)  
REAR VIEW MIRRORS - LEFT & RIGHT  
BACK-UP ALARM  
REAR MOUNTED PINTLE HITCH  
ADJUSTABLE HEADLIGHTS W/ GUARDS  
OVERHEAD GUARD

## **PALLET TRUCK - QTY 2**

END CONTROL WALKIE/ RIDER TYPE  
6,000 LB CAPACITY  
FORKS - 48" X 27"  
24 VOLT ELECTRICAL SYSTEM  
540 AMP INDUSTRIAL BATTERY  
SEPARATE BATTERY CHARGER, 208 VOLT, 105 AMP  
OUTPUT  
MANUAL STEERING CONTROL HANDLE  
DRIVE WHEELS - 12" X 4.75"  
PALLET ENTRY/ EXIT ROLLERS  
WRAP AROUND HAND GUARD  
SPRING LOADED CONTROL HANDLE  
DIRECTIONAL REVERSE SWITCH  
HORN

## **PALLET TRUCK - QTY 4**

END CONTROL WALKIE TYPE  
4,500 LB CAPACITY  
FORKS - 48" X 27"  
24 VOLT ELECTRICAL SYSTEM  
110 VOLT AUTO ON/ OFF BUILT-IN BATTERY CHARGER  
DRIVE WHEELS - 10" X 5"  
MANUAL STEERING CONTROL HANDLE  
HEAVY DUTY LIFT CYLINDER

## **PALLET JACK - QTY 4**

MANUAL HAND PALLET JACK  
5,500 LB CAPACITY  
FORKS - 48" X 27"  
GREASE FITTINGS AT PIVOT POINTS  
STAINLESS STEEL LOWERING VALVE  
STEEL HANDLE  
SOLID NYLON LOAD & STEER WHEELS  
3" PROFILE

### **STRADDLE STACKER - QTY 3**

ELECTRIC WALKIE STRADDLE STACKER  
3,000 LB LIFT CAPACITY  
THREE STAGE MAST W/ FULL 35" FREE LIFT  
LIFT HEIGHT - 180"  
OVERALL LOWERED HEIGHT - 83"  
30" CARRIAGE  
FORKS - 42" X 4" CLASS II  
BASE LEG DIMENSIONS - 42" INNER, 50" OUTER  
24 VOLT ELECTRICAL SYSTEM  
540 AMP INDUSTRIAL BATTERY  
SEPARATE BATTERY CHARGER, 208 VOLT, 105 AMP  
OUTPUT  
MANUAL STEERING CONTROL HANDLE

### **STOCK TRAILER - QTY 6**

HAMILTON OR LIKE  
3,000 LB CAPACITY  
QUAD STEER TRACKING  
LOOP & PINTLE HITCH  
CLOSED ON BOTH ENDS AND ONE SIDE  
END & SIDE PANELS - 42" HEIGHT  
48" X 96" DECK, 1" THICK VARNISHED HARDWOOD

### **TOW VEHICLE - QTY 2**

TAYLOR-DUNN OR LIKE  
5,000 LB LOAD CAPACITY  
17,500 LB TOW CAPACITY  
4 WHEELS, TIRES - 18 X 5 X 14 SOLID CUSHION  
MAX SPEED - 8 MPH  
PINTLE TYPE HITCH  
HYDRAULIC DISC BRAKES (4 WHEELS)  
DECK - 40" X 72"  
HEADLIGHTS, TAIL LIGHTS & BRAKE LIGHTS  
DUAL SEATS  
CHARGER - BUILT-IN 48V  
MOTOR - 16 HP MINIMUM  
BATTERY TYPE - 225 AMP HOUR

**PERSONNEL CARRIER - QTY 2**

TAYLOR-DUNN OR LIKE  
1,600 LB LOAD CAPACITY  
7,500 LB TOW CAPACITY  
4 WHEELS, TIRES - 8 X 5.70  
MAX SPEED - 12 MPH  
PINTLE TYPE HITCH  
MECHANICAL BRAKES - REAR  
DECK - 40" X 60"  
HEADLIGHTS, TAIL LIGHTS & BRAKE LIGHTS  
DUAL SEATS  
CHARGER - BUILT-IN 36V  
MOTOR - 6 HP MINIMUM  
BATTERY TYPE - 210 AMP HOUR

**PLATFORM TRUCK (HEAVY DUTY) - QTY 8**

HAMILTON OR LIKE  
2,000 LB CAPACITY  
LOOP & PINTLE HITCH  
36" X 72" DECK, 1" THICK VARNISHED HARDWOOD  
WHEELS - 8 X 2 DURALAST  
DESIGNED FOR TOWING OR PUSHING

**PLATFORM TRUCK (STANDARD) - QTY 6**

RUBBERMAID OR LIKE  
1,000 LB CAPACITY  
DECK - 30" X 60"  
TEXTURED DECK SURFACE  
2 FIXED & 2 SWIVEL CASTERS

**PLATFORM TRUCK (MED DUTY) - QTY 8**

RUBBERMAID OR LIKE  
FOR USE IN CLUB & SUITE AREAS  
DECK - 24" X 48"  
TEXTURED DECK SURFACE  
2 FIXED & 2 SWIVEL PNEUMATIC TIRES

### **HAND TRUCK - QTY 8**

DAYTON OR LIKE  
HEAVY DUTY TWO WHEELER  
CAPACITY - 400 LB  
CONTINUOUS FRAME HANDLE  
HEIGHT - 65"  
NOSEPLATE - 14" DEEP, 19" WIDE  
WHEELS - 10" X 3"

### **HAND TRUCK - QTY 8**

MAGLINER OR LIKE  
CONVERTIBLE TYPE  
CAPACITY - 800 LB  
BEVELED ALUMINUM NOSEPLATE - 18" X 7"  
PUEUMATIC WHEELS - 10" X 4" (2)  
SWIVLE CASTERS 5" CASTERS (2)

### **HAND TRUCK - QTY 2**

MAGLINER OR LIKE  
KEG TRUCK W/ STAIR CLIMBER  
CAPACITY - 500 LB  
SELF STABILIZING, CURVED BACK FRAME  
DOUBLE PISTOL GRIP  
NOSEPLATE - 18" X 7"  
HEIGHT - 55"  
WHEELS - 10" FOAM  
KEG HOOK

### **ROLLING SAFETY LADDER - QTY - 2**

COTTERMAN OR LIKE  
8 STEP W/ HANDRAIL  
CAPACITY 450 LB  
STEPS - 32" WIDE  
4" CASTERS W/ SAFETY LOCK SYSTEM

**ROLLING SAFETY LADDER - QTY - 2**

COTTERMAN OR LIKE  
12 STEP W/ HANDRAIL  
CAPACITY 450 LB  
STEPS - 32" WIDE  
4" CASTERS W/ SAFETY LOCK SYSTEM

**FLOOR SCRUBBER - QTY 1**

TENNANT OR LIKE  
WALK BEHIND TYPE  
MUST FIT THROUGH 34" DOOR FRAMES  
SOLUTION TANK CAPACITY - 20 GAL MIN  
RECOVERY TANK CAPACITY - 25 GAL MIN  
CLEANING PATH - 28" TO 30"  
24 VOLT BATTERY SYSTEM W/ CHARGER  
STANDARD BODY DIMENSIONS - LIMITS - 56" L X 24" W X  
44" H

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Schedule 4-7

All bids to include the following;

- Specification sheets for each piece of equipment being bid
- Warranty details
- Annual inspection and maintenance requirements for all equipment, and cost per year for the service if available.

**SCHEDULE 5**

**NON-COLLUSION STATEMENT**

**(To Be Submitted With Proposal)**

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

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

\_\_\_\_\_ being first duly sworn, deposes and says that he or she is the [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] states that all statements made and facts set out in the Proposal for the above Project are true and correct; and the Proposer (the person, firm, association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said Proposal or any contract which may result from its acceptance.

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

Proposer \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

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

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

**SCHEDULE 6**

**MINNESOTA HUMAN RIGHTS ACT QUESTIONNAIRE**

**(To Be Submitted With Proposal)**

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

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

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

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

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

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

*–or–*

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

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

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- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date) at \_\_\_\_\_ (time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

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

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

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

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

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

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

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

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

**BOX D – For all companies**

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

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

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

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

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

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

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

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

## SCHEDULE 7

Minnesota Sports Facilities Authority

900 South 5th Street, Minneapolis, MN 55415



FF&E AGREEMENT EQUITY PLAN

### TARGETED BUSINESS COMMITMENT AND EQUITY INFORMATION FORM

Proposer Company Name \_\_\_\_\_

Check ONE of the following:

Proposer Company is \_\_\_SBE, \_\_\_WBE, \_\_\_MBE

No Targeted Business participation is committed on this project

The following Targeted Business (MBE & WBE) participation is committed on this project.

Firm Name <small>(Legal business name used for Targeted Business certification)</small>	MBE	WBE	SBE	How will firm participate? <small>Sub contractor, joint venture, consortium</small>	Description Of Work	Est \$ value	Est %age of Total Bid
Total MBE %				Total WBE%		Total SBE%	

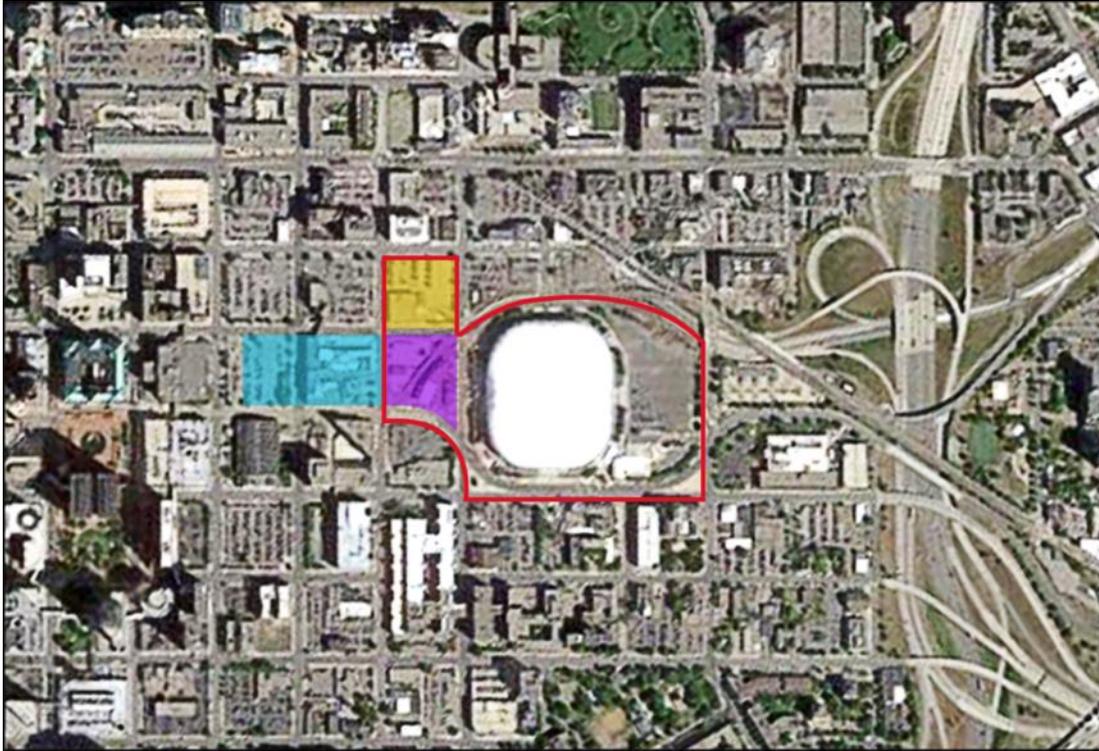
By: \_\_\_\_\_ Date: \_\_\_\_\_

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

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APPENDIX A

STADIUM SITE PLAN



Legend

- |   |  |
|---|--|
|  Stadium Site Boundary |  Parking Garage |
|  Urban Park            |  Plaza          |

APPENDIX B

**SUBSTITUTION REQUEST FORM**

**Submit to;** Jamie Hodgson  
Aramark  
511 11<sup>th</sup> Avenue  
Suite #401  
Minneapolis, Minnesota 55415

**Relative Project:**

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

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Solicitation  
Number: \_\_\_\_\_

The undersigned request for consideration, the following product instead of the specified item for above Project:

**Proposed Substitution:** \_\_\_\_\_  
\_\_\_\_\_

**Reason for Substitution:** \_\_\_\_\_

***REQUIREMENTS FOR REQUEST TO BE CONSIDERED*** – *To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, and project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.*

**Submitted by:**

Proposer: \_\_\_\_\_  
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Email: \_\_\_\_\_ / \_\_\_\_\_

Telephone/Fax#: \_\_\_\_\_ / \_\_\_\_\_

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