

Request for Proposal
U.S. Bank Stadium
Sports Field Equipment
for the
Minnesota Sports Facilities Authority
and
Minnesota Vikings Football Stadium, LLC

RFP Issuance Date:	January 21st 2016
RFP Due Date:	February 12th 2016
RFP Number:	RFP-SMGMN-0108

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CONFIDENTIALITY NOTICE

THIS DOCUMENT IS CONFIDENTIAL AND NO DUPLICATION IS PERMITTED WITHOUT THE CONSENT OF MINNESOTA SPORTS FACILITIES AUTHORITY AND MINNESOTA VIKINGS FOOTBALL STADIUM, LLC.

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Minnesota Sports Facilities Authority

U.S. Bank Stadium Request for Proposals – Sports Field Equipment

I. GENERAL INFORMATION

The Minnesota Sports Facilities Authority is a corporate and political body and political subdivision of the state (the “**Authority**”). SMG, the 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.

As a part of a larger multi-use development of the surrounding area, an Urban Park will be developed that is adjacent to the Stadium Site that will be comprised of approximately one (1) and two-thirds (1 and 2/3) blocks that can be used by the Authority and the Team for activities associated with the Stadium or for other events based on certain agreed upon conditions. The use of the Urban Park by the Authority and the Team is subject to the Urban Park Use Agreement. The Stadium is planned as a LEED (Leadership in Energy and Environmental Design) Building as certified by the U.S. Green Building Council.

III. REQUEST FOR PROPOSALS

The Authority is seeking proposals for the labor, materials, tools, equipment, transportation, services, 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 SMG for the issuance, response and award of contract for the Product and Services. SMG reserves the right to modify this timetable and will notify each Proposer of any change in the schedule.

Proposers Notification	January 21 st 2016
Proposal Due Date	2:00 PM CST, February 12 th 2016
Vendor Selection	On or around February 19 th 2016
Anticipated Delivery / Substantial Completion Date No earlier than May 1 st 2016, no later than June 1 st 2016.	

Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (CST), February 12th 2016** to the SMG 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: Mohnie Mangat at the address set forth in **Section IV.C** below or via email to mmangat@smgworld.com Questions may be submitted up to **February 3rd 2016**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued five (5) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of SMG, 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), February 12th 2016** addressed to:

Mr Patrick Talty
General Manager
SMG-MN
511 11th 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: YES Electronic proposals are permitted for items quoted that meet specs exactly. 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 spec. Electronic proposals must be submitted to mmangat@smgworld.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 SMG regarding confidential treatment of such privileged information or other private data.
- E. The Authority and SMG, 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. SMG 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, become familiar with key personnel, 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 **February 18th 2016** the current time fixed for the opening of Proposals, without prejudice to itself, by

communicating its purpose, in writing, to SMG, 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 (120) 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 SMG and notices served are to be received.

J. SMG reserves 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 reserves 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, SMG, and M.A. Mortenson Company, as Construction Manager for the Stadium, as additional insureds. Waivers of subrogation will be required in connection with insurance carried by the Authority, Team, SMG and M.A. Mortenson Company. 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

SMG is acting on behalf of the Authority. SMG 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 five (5) references for comparable systems and installation efforts 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 Drawings (if applicable) and Product information sufficient to explain the Proposers proposed system/product and adherence to the proposal specifications.
 - b. Submit one (1) copy of manufacturer's descriptive literature and manufacturer's fabrication specifications.
 - c. Submit one (1) copy of any applicable warranties.
 - d. Submit one (1) copy of manufacturer's operating, service and/or parts manual.
 - e. Submit one (1) copy of certificate of insurance as described above.

IX. EVALUATION OF PROPOSALS AND SELECTION OF PROPOSER

- A. SMG and the Authority 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. SMG 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. SMG may reject all Proposals and decide to reissue the RFP or proceed without the assistance of any Proposer.
- D. SMG 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. SMG 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 January 21st 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 the Authority or the Team on a confidential basis.

The Proposer understands the Authority and the Team 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 SMG, the Minnesota Sports Facilities Authority ("**Authority**"), Minnesota Vikings Football Stadium, LLC (the "**Team**") and [_____] ("**Proposer**") in connection with the provision of **Sports Field Equipment** for the new Minnesota Multipurpose Stadium (the "**Project**"). The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "**Project Participants**".

The Authority and the Team are considering retention of or has retained the [**Proposer**] to assist in consulting or working on the Project. Because the [**Proposer**] may have access to confidential and proprietary information of the Authority or Team 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 and/or the Team, 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 _____, 2016

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

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TEAM:

MINNESOTA VIKINGS FOOTBALL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[PROPOSER]:
[LEGAL NAME OF PROPOSER]

By: _____
Title: _____
Attest: _____
Title: _____
(if applicable)

SCHEDULE 4

TECHNICAL SPECIFICATIONS

ITEM	QTY	SPECIFICATION PROVIDED
Portable Pitching Mounds	1	Sportsfield Specialties PORTA-PITCH PORTABLE BASEBALL PITCHER'S MOUND or equivalent.
Soccer Goals	1 Pair	Portable soccer goals with weight or anchoring system suitable for rolled sod or artificial turf. Must meet FIFA regulations for dimensions and load testing with weight kit. Kwik Goal or equivalent
Aluminum Benches	12	Heavy Duty portable aluminum benches
Padding for benches for Vikings	12	Removable padding for benches for Vikings games only. Vikings Purple.
Baseball Bases/Home Plate	1 set	Bases suitable for artificial turf meeting NCAA standards
Portable Dugouts	9	Kwik Goal 9B531 Custom Elite Shelter to seat at least 8 persons each- Bench with Back - Portable. 8 Team dugouts and 1 officials dugout
Referee Equipment Cart	1	Gilman Gear DH1
Kicking Nets	2	NFL Specifications
Baseball Pitching Nets	2	NCAA Specifications
Soccer Corner Flags- Suitable for artificial turf or rolled sod	6	

All bids to include

- Pricing for actual models where noted, equivalents are permitted as long as they meet the same specifications
- Specification sheet for each unit, equivalent units will have differences highlighted
- Lead time for delivery
- All operations and maintenance manuals
- Warranty information

TECHINCAL SPECIFICATIONS

I/we make the following Technical Specifications as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by SMG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that SMG will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of SMG, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

Pricing Sheet

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of Laundry Equipment in accordance with RFP specifications, for the price of:

TOTAL PURCHASE PRICE

(Includes taxes, freight, installation, and/or training cost.) _____

ITEMIZED PRICING

ITEM	QTY	Unit Cost	Extended
Football Goal Posts - High School and College	1 Pair		
Portable Pitching Mounds	1		
Soccer Goals	1 Pair		
Aluminum Benches	12		
Padding for benches for Vikings	12		
Baseball Bases/Home Plate	1 set		
Portable Dugouts	9		
Referee Equipment Cart	1		
Kicking Nets	2		
Soccer Corner Flags- Suitable for artificial turf/rolled sod	6		

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
2. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
3. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
4. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.
5. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
6. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
7. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
8. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.

Confidential and Proprietary Material. Use, Disclosure or Distribution of this Material is not Permitted to any Unauthorized Persons or Third-Parties Except by Written Agreement of the Authority and the Vikings.

Proposer: _____
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Company: _____

Address: _____

Contact Name / Email: _____ / _____

Telephone / Fax #: _____ / _____

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:

<p align="center">Then you must complete these boxes...</p> <p>On any single working day within the past 12 months, if your company...</p>	<p align="center">BOX A</p>	<p align="center">BOX B</p>	<p align="center">BOX C</p>	<p align="center">BOX D</p>
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: _____

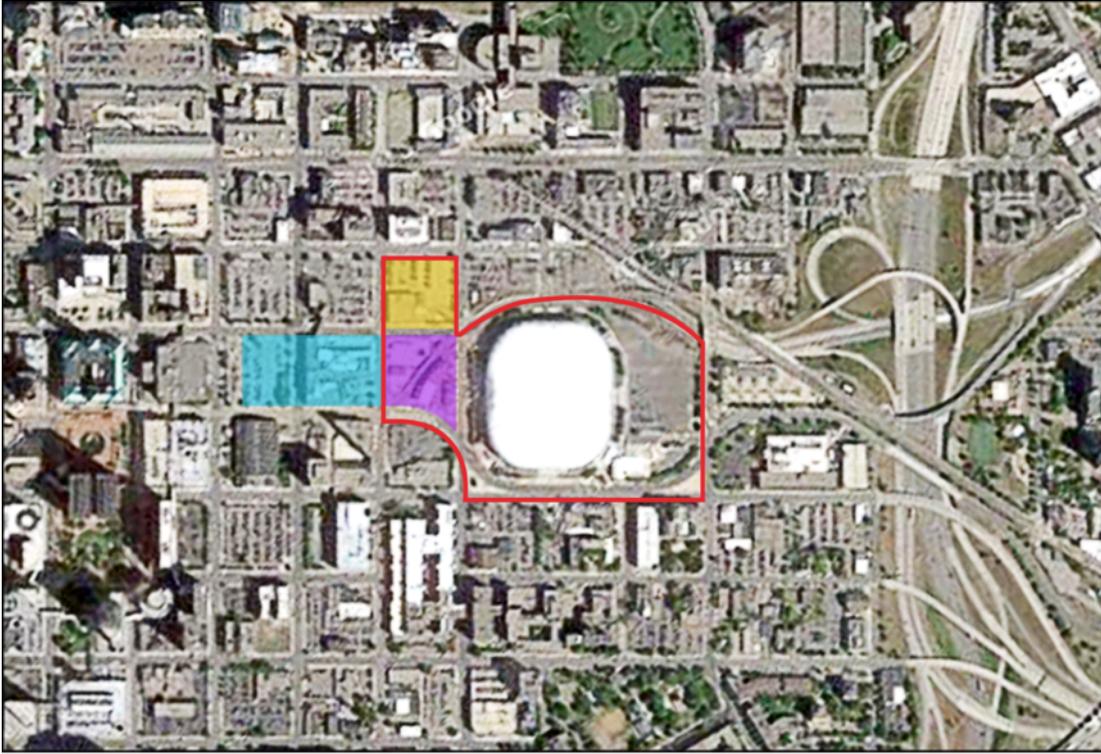
Date: _____ Telephone number: _____

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

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

APPENDIX A

STADIUM SITE PLAN



Legend

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

APPENDIX B

DEFINITIONS

“**Act**” shall mean 2012 Minnesota Laws, Chapter 299, enacted by the legislature of the state of Minnesota to establish the Authority and provide for, among other things, the financing, construction and long-term use of the Stadium and the Stadium Site.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Body or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this RFP.

“**Authority**” shall have the meaning set forth in **Section I**.

“**City**” shall mean the city of Minneapolis, Minnesota, a municipality under the laws of the State of Minnesota.

“**Development Agreement**” shall mean that certain Amended and Restated Development Agreement between the Authority and the Team executed November 22, 2013, to be effective as of October 3, 2013, as amended by that certain First Amendment dated February 10, 2014 and as the same may be further amended, restated, replaced or assigned from time to time.

“**Existing Stadium**” shall mean the Hubert H. Humphrey Metrodome and Mall of America Field at the Hubert H. Humphrey Metrodome located in the City.

“**Governmental Body**” shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“**MBE/WBE/DBE**” shall mean minority business enterprises, women owned business enterprises, and disadvantaged business enterprises under Applicable Law.

“**NFL**” or “**National Football League**” shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, the National Football League Clubs, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional football in a manner comparable to the National Football League.

“**Person**” shall mean any natural person, sole proprietorship, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental body, or any other entity or organization.

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“**Plaza**” shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium and included in the Stadium Site.

“**Product**” means equipment, supplies, or materials to be provided under this RFP.

“**Project**” shall mean the design, development, and construction of the Stadium and the Stadium Infrastructure.

“**Proposal**” shall mean the response by a Proposer to this RFP.

“**Proposer**” shall mean any Person submitting a Proposal in accordance with the terms and conditions of this RFP.

“**RFP**” shall have the meaning set forth in **Section I**.

“**Services**” shall mean the supply of the labor, materials, equipment, and services described and set forth in this RFP, including, without limitation, those described in **Schedule 4**.

“**Stadium**” shall mean the Minnesota multi-purpose stadium, with a capacity of approximately 65,000 (expandable to 72,000 on a temporary basis for the Super Bowl and possibly other individual events), to be constructed in the City in accordance with the Act and pursuant to the Development Agreement and documents related thereto.

“**Stadium Infrastructure**” shall mean the Plaza, parking structures, rights-of-way, connectors, skyways and tunnels, and all other property, facilities, and improvements, owned by the Authority or determined by the Authority to facilitate the use and operation of the Stadium.

“**Stadium Site**” shall mean the real property, rights, easements, and access areas associated with the Stadium Site Plan and includes the site of the Stadium and Stadium Infrastructure; **provided**, that by way of clarification and with respect to the responsibilities and obligations of the Manager, the parking facilities shall not be considered as part of the Stadium Site, notwithstanding the Stadium Site Boundary set forth on the **Appendix A** Stadium Site Plan.

“**Stadium Site Plan**” shall mean the Stadium Site and adjacent areas as set forth in **Appendix A**.

“**Team**” shall mean Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company, Minnesota Vikings Football, LLC, a Delaware limited liability company, and the NFL franchise owner and operator of the Minnesota Vikings professional football club, or any successor, assign, designee or affiliate thereof.

“**Urban Park**” shall mean the area generally depicted on **Appendix A**.

“**Urban Park Use Agreement**” shall mean that certain agreement between Ryan Companies US, Inc. and the Authority, effective February 10, 2014.

APPENDIX C

SUBSTITUTION REQUEST FORM

Submit to; SMG-MN
c/o Mohnie Mangat
511 11th 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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