



**REQUEST FOR PROPOSAL
STADIUM TEMPORARY PERIMETER FENCE
SMG/U.S. BANK STADIUM
July 2017-March 2018**

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 now known as U.S. Bank Stadium (the “Stadium”) and related stadium infrastructure (the “Stadium Infrastructure”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

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

The Project is located at the Stadium [and other additional adjacent land that has been acquired by the Authority in Minneapolis, Minnesota]. The Construction Documents identifying and indicating the scope of the Project are also incorporated within this RFP. The Project will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the Authority. The successful Proposer to the RFP will be engaged to install a temporary perimeter fence the Project (as further described in the RFP).

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PART ONE– GENERAL

I. INTRODUCTION

Request for Qualifications

SMG is seeking proposals from companies (“Bidders”) interested in providing temporary perimeter fence services at U.S. Bank Stadium whom will set up and breakdown all equipment needed during events. The 65,000 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 has hosted 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 six high end club spaces and locations throughout the building. Three major events have already been announced, X Games (July 2017) Super Bowl LII (February 4, 2018) and the NCAA Final Four in 2019.

1. **Purpose**

SMG is accepting proposals from companies interested in supplying and setting up a temporary perimeter fence around the stadium for various types of events to be held at U.S. Bank Stadium. SMG will be selecting a company and/or companies (“Contractor”) who will have the

responsibility for providing for all areas as outlined more fully in Part Two of this Request for Proposal.

The Bidder may submit a proposal for the following services:

- Temporary Perimeter Fence Services

2. **Contract Term**

The term of the fence provider contract shall be one (1) year with a ninety (90) day window where either party is able to terminate the contract with prior written notice.

3. **Contact Information**

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

Billy Langenstein
Director, Event Services
Blangenstein@usbankstadium.com
612.777.8768 (Office)
267.261.8294 (Cell)

4. **Written Questions**

Any questions concerning this request for proposals must be submitted via email to the contact information above no later than 5:00PM June 15, 2017.

6. **Proposal Submission Date**

Proposals must be received by SMG at the contact information above prior to 5:00PM central standard time on June 21, 2017. Any proposal received after this time will not be considered.

All bids can be mailed or hand delivered to the address below:

Billy Langenstein
1005 S 4th Street
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 bidding process.

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

It is the intent of SMG to award the contract to the Bidder offering the best value, provided the proposal has been submitted in accordance with the requirements of this request for proposals 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 the 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 not limited to, a review of the Bid, 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. A total of [1,600] points will be available as follows:

| | |
|-----------------------------------|------------|
| Project Delivery: | 500 points |
| Pricing: | 500 points |
| Commercial Terms: | 500 points |
| Interview: | 100 points |
| Equitable Contracting and Hiring: | Pass/Fail |

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion, will then be short-listed and selected to enter final discussions and negotiations with SMG, as a result of which SMG will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to SMG as permitted by the Uniform Minnesota Municipal Contracting Law.

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, the total aggregate project budget, or required performance standards.

II. PROPOSAL FORMAT

1. General

Proposals must be submitted in two parts, a Technical Proposal and a Price Proposal. One (1) copy of each part shall be submitted marked "Perimeter Fence-Technical Proposal and "Perimeter Fence – Price Proposal."

2. Technical Proposal

- A. Description of Bidder – provide a 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 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 this type of job in a similar environment.
- 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 – Summarize the experience of key personnel and managers who would be assigned to this contract. Onsite Manager must be named in this proposal and the onsite manager must have at least three (3) years of experience performing traffic control. SMG reserves the right to interview and approve the onsite manager.
- E. Perimeter Fence – Present a detailed plan of approach for meeting the Perimeter Fence specifications.
 - 1. Organize tasks and job duties to be performed.
 - 2. Approximate number of event staff, supervisors and event managers assigned to different tasks.
 - 3. Provide a proposed staffing plan for the stadium.
 - 4. Equipment to be utilized; provide a detailed list.
 - 5. List of different types of fence, weights and supports that would be used.

3. **Price Proposal**

Based on the anticipated scope of work, the perimeter fence plan, and the staffing plan for a sold out 65,000 person Vikings game, please provide a detailed per-event labor staffing which includes hourly rates outline and budget and identify on a line item basis all anticipated expenses to provide the specified services annually, including but not limited to the following:

- a. All direct costs
- b. Staff hourly rates
- c. Any and all corporate charges
- d. Any and all administrative charges
- e. Management fee
- f. Minimum wage increases
- g. Billing Cycle (When does the billing start)

The Proposer should develop a staffing plan for the stadium. Stadium maps will be given to assist with the budget. All staff hours should be based on the stadium opening two (2) hours prior to event start time and the duration of the event taking five and a half (5.5) hours long.

For all additional events including the Vikings games, please provide a detailed per-event labor staffing which includes hourly rates outline and budget and identify on a line item basis all anticipated expenses to provide the specified services annually, including but not limited to the following:

- a. All direct costs
- b. Staff hourly rates
- c. Any and all corporate charges
- d. Any and all administrative charges
- e. Management fee
- f. Minimum wage increases
- g. Billing Cycle (When does the billing start)

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 its 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 assign a competent, full-time management employee to be Contractor's liaison with SMG's General Manager. If at any time SMG determines in its sole discretion that Contractor's management employee is not acceptable for any lawful reason, Contractor will assign a new such person within five calendar days.

d. Contractor will make every effort to employ women and members of minority communities when hiring and for employment at the Stadium and services that Contractor will provide there.

e. 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.

f. 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.

g. 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. Contractor's staff will be prohibited from bringing any firearms or other deadly weapons into the facility.

h. Contractor will implement, and demonstrate to the satisfaction of SMG its compliance with, a policy regarding labor peace. This includes, without limitation, a policy that minimizes the potential for labor disputes that might interrupt services at the Stadium or inconvenience fans, by undertaking the following:

i. 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:

1. 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;

2. 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;

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

j. 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

1. 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;

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

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

k. 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.

l. Contractor will ensure that its employees will comply with all rules and regulations applicable to employees working at the Stadium, and National Football League rules with respect to football games.

m. 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

A. SMG will **not** provide staging areas or storage space for the use of the fence equipment or the contractor's personnel and for the on-site storage of the equipment and supplies. All fences must be removed from the premises as deemed appropriate by SMG.

B. Professional Image Standards

- a. The Contractor will be responsible for the purchase and upkeep of all uniforms for its staff.
- 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.

C. Facility Policies and Procedures

Employees of the Contractor shall adhere to all established security procedures at the facility. Should SMG observe any undesirable conduct by the contractor's employee; they shall immediately notify the contractor verbally, followed by written notification to the Contractor.

- a. 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.
- D. The Contractor will be required to obtain and maintain appropriate insurance coverage, including employee dishonesty coverage in form and amount reasonably acceptable to SMG.

PART TWO - FENCE EQUIPMENT SERVICES

I. Specification of Services

- a. The perimeter fence should be a strong temporary 8' fence that can withstand severe weather.
- b. The contractor should submit a bid on the following fence size:
 - a. Total Linear Feet: 1,224 (estimate on higher side)
- c. There are portions of the temporary fence that could remain in place longer than a single major event while other portions of the fence will be taken down after the conclusion of the event. This will be mutually agreed upon between SMG and the contractor.
- d. These proposals should not include the X Games or the Super Bowl. They should include 10 football games, 3 concerts and 2 dirt shows starting at the end of July and going through the NFL season (Ends in January).
- e. Proposal should include all installation and on-site labor.

PART THREE- 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. 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
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. All policies should contain a waiver of subrogation in favor of the SMG, MFSA and Vikings and any and all parties deemed necessary.

PART FOUR - SUPPLEMENTAL REQUIREMENTS

1. Being located in a cold weather climate, all staff should have the proper uniforms and equipment to operate in these type of conditions.
2. Right to Decline Work
 - a. The Fence Contractor shall be required to provide all fence structures required and cannot selectively decline a particular service.