



REQUEST FOR PROPOSALS
2023 Portable Snow Melter Equipment Project
FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

September 28, 2023

A. Project Background and Objectives

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

As set forth in the Act, the Authority may make capital improvements to design, development and construction of the Stadium and the Stadium Infrastructure, and the certain capital improvements that that Authority is soliciting in this Request for Proposals (“RFP”) shall be referred to in this RFP as the “Project”. To that end, the Authority has prepared this RFP for the 2023 Portable Snow Melter Equipment Project. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium. The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFP as Exhibit A. The Specifications Documents meet the standards required for a National Football League (“NFL”) franchise, as well as additional standards established by the Authority. The Project must be completed by May 31, 2024 (the “Required Completion Date”).

B. Scope of Services: The successful Proposer to the RFP will be engaged for the procurement of a Portable Snow Melter Equipment (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Acquire all permits and conform to local and State codes.
- Design, provide, install, hook up, coordinate, test, and perform final inspection/verification on all items required to complete the work associated with the Project. This includes receiving, inspecting, uncrating, and removal/disposal of packing material. Clean-up of all work areas is required as part of this scope, including responsible recycling of construction debris.

- All necessary tools, equipment, and components (cords, connections, fasteners, etc.) as needed to provide a turnkey installation and delivery of the Project.
- Provide testing and commissioning of system(s).
- All premium (overtime) hours required to meet the Project schedule and scope, not including time added due to Owner revisions/additions.
- Two-year on-site warranty to repair or replace the work and services constituting the project.
- The work required for the Project must be coordinated with the event schedule for the venue. Accommodations must be made for guest, staff, and client access. In addition, some events require no or limited work due to noise constraints.

C. Intent and Process of the Request for Proposals

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

Proposers should have significant experience in design and construction similar to the Project that is the subject of this RFP. It is the desire of the Authority to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts during the preconstruction, design, construction management, and the construction of the Project. The Authority has developed an Equity Plan available on its website, and as described below, each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

D. Requested Qualifications

The Authority reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFP. It is the request and intent of the Authority that Proposers responding to the RFP have the following qualifications.

- Significant experience in the design, coordination, supply, installation, and testing of projects similar to the Project that is the subject of this RFP.
- In-house capacity to produce necessary selection, construction, and schedule documentation, which does not preclude any Proposer from also identifying potential sub-consultants that could assist in producing such design, estimates and schedules.
- Performance and payment bond bonding capacity or ability to obtain bonding capacity to the full amount of the selected scope of the Project System contained within the submitted Proposal.

E. RFP Timeline

Advertise and issue Request for Proposals	September 28, 2023
Written Questions Due	October 6, 2023, 5:00 PM
Proposals Due	October 11, 2023, 4:00 PM
Selection of Provider	October 12, 2023
Final Completion	May 31, 2024

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

F.1 Proposer Qualifications

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

- Proposer’s name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide copies of Proposer’s certificates of insurance showing Proposer’s current total limits of liability for commercial general liability, worker’s compensation, employer’s liability, business automobile liability, and professional liability.
- Provide representative list of similar projects managed by Proposer during that last 5 years or that are currently under construction or management. Include:
 - Project name.

- Project location.
 - Contracting or ownership entity.
 - Project description; listing dates of construction. List key principal of Proposer who was responsible for the project.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Provide evidence of Proposer's capacity to provide or obtain performance and payment bonds in a letter from Proposer's bonding company listing Proposer's single project bonding capacity or limit. If Proposer is a joint venture, describe the joint venture's plan to provide bonding capacity.
 - Complete and submit a fully executed confidentiality agreement.
 - Submit response to State of Minnesota "Affirmative Action Data" form, "Statement of Non-Collusion", "MN Dept of Human Rights – Certificate of Compliance", and "Acknowledgement and Attestation" forms
 - Submit your proposals for the exhibits listed below to the draft Purchase Order. In their Proposals, Proposers' should label these proposed exhibits using the exhibit numbers set forth below.
 - Exhibit 1 – Bonds. The Authority has provided its form for the required payment and performance bonds. As part of providing information regarding its bonding capacity, Proposer should indicate whether it has any proposed changes to the Authority's forms. If Proposer has any proposed revisions, it should include both a red-lined and a clean version of its proposed version in its Proposal.
 - Exhibit 2 – Equity Plan Form. Proposer should fill out the form providing the information requested regarding its planned compliance with the Equity Plan.
 - Exhibit 3 - Warranty. The Authority has provided its form for the required warranty. If Proposer has any proposed revisions, it should include both red-lined and clean versions of its proposed version in its Proposal.

Submittal Requirements: Evaluation of Proposals

F.2

Proposers shall include the following items in their Proposal. As described below, the Authority will score Proposals on a point system, with some criteria being graded on a pass-fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery:	300 points
Technical Approach:	300 points
Commercial Terms:	300 points
Interview:	100 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest score(s), as determined by the Authority in its sole discretion, will then be short-listed and selected to enter into final discussions and negotiations with the Authority, as a result of which the Authority will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 300 Points

1. Similar Project Experience. Describe Proposer’s experience with and proposed approach to proceed with the project delivery method and requirements of the RFP.

2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work, including design professionals. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects to which team members are assigned currently for year 2023. Any other relevant experience pertinent to the requirements for this Project shall be listed under "Other Significant Experience."
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer's approach and methodology for implementing project controls relating to budget and schedule compliance and provide examples of Proposer's experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project's program.
5. Preliminary Performance Schedule. Please provide Proposer's preliminary critical path method performance schedule with milestones interdependencies identified for critical items of design, ordering, construction, and installation work that generally demonstrates Proposer's strategy for completing the scope of work required by this RFP by the required deadline.

Technical Approach – 300 Points

See scope information in Exhibit A.

1. Provide details on the proposed Snow Melter make/model and basic operation including hourly melting rate, btu's, etc.
2. Provide technical specifications for proposed Snow Melter equipment include fuel type, fuel capacity, equipment weight, towing specifications, etc.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary design, coordination, supply, construction, installation, and testing of a complete Project and all scope of work items required by this RFP, including without limitation:

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

2. Warranties and Maintenance. A two-year warranty will be requested covering the services and work performed for the Project. Provide copies of the proposed warranties and describe the warranty terms, durations, limitations, etc. [escribe any service and maintenance programs, including copies of all proposed or required service and maintenance contracts and fees. Any proposed revisions to Exhibit 3 shall be considered in evaluating this factor.

Interview – 100 Points

The Authority will conduct an interview with qualified Proposers that have submitted a responsive proposal. The Authority, at its sole discretion, will select which Proposers to interview.

Equitable Contracting and Hiring – Pass/Fail

1. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also, describe Proposer's specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer's strategies for employing women and members of minority communities to comply with the Authority's Equity Plan. Exhibit 2 shall be considered in evaluating this factor.

G. Other Terms

The Authority may change its scoring of Proposals as a result of interviews of and negotiations with Proposers.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the RFP to which they pertain.

The RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except a payment of the stipend that may be given at the Authority's discretion to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Authority also reserves the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

I. Payment and Performance Bonds

By Minnesota statutes and the Act, payment and performance bonds will be required from the successful Proposer in the amount of 100% of the cost of Proposal.

See Exhibit 1.

Proposals are due by 4:00 pm. CT, October 11, 2023. One paper copy of the Proposal should be enclosed in a sealed envelope addressed and mailed to:

Minnesota Sports Facilities Authority
Attention: Ben Jay
1005 4th Street South
Minneapolis, Minnesota 55415

With an electronic copy of the proposal sent via email to:
Ben Jay, email: Ben.Jay@MSFA.com,
Mary Fox-Stroman, email : Mary.Fox-Stroman@MSFA.com,
Sue.Arcand, email: Sue.Arcand@MSFA.com,
and
Ed Kroics, email: EKroics@USBankStadium.com

II. Questions or Inquiries

All questions must be submitted via email no later than 5:00 pm. CT, October 6, 2023 to:
Ben Jay, email: Ben.Jay@MSFA.com,
Mary Fox-Stroman, email: Mary.Fox-Stroman@MSFA.com,
Sue Arcand, email: Sue.Arcand@MSFA.com,
and
Ed Kroics, email: EKroics@USBankStadium.com

III. Minnesota Government Data Practices

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn.

Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

VI. Other Exhibits to the RFP

- Exhibit A Project Scope Documents
- Exhibit B Purchase Order

The following exhibits are associated with the Purchase Order, and will be required prior to contract approval:

- Exhibit 1 Bonds
- Exhibit 2 Equity Plan Form
- Exhibit 3 Warranty

- Exhibit C Confidentiality Agreement
- Exhibit D Non-Collusion Affidavit
- Exhibit E Minnesota Department of Human Rights – Certificate of
- Exhibit F Compliance Acknowledgement and Attestation Form

EXHIBIT A – Project Scope Documents

Procurement of (1) Portable Snow Melter Equipment System that is rated for a minimum of 15 tons/hour melting capacity and 3,000,000 BTU. The System must include the following:

- Diesel Engine
- **Stainless steel melting tank**
- Water filled models for start-up. Snow start capability (waterless starting ability) models will be considered as an alternate.
- Cleanout hatch for removal of sediment and debris from melting tank
- Water drainage/removal shall have minimum of 20' hose
- Equipment must be towable by a full-size pickup truck
- Contractor must provide on-site training
- Contractor must provide Operation and Maintenance Manuals
- Contractor must provide all information for proper towing specifications.

PURCHASE ORDER

Date:
Project:

Shipping Address:

Seller:

MSFA
1005 4th Street South
Minneapolis, MN 55415-1752

Contact:
Purchase Order #:
Account Code:

Buyer: Minnesota Sports Facilities Authority ("MSFA")

Quantity	Description	NET Price	TOTAL
	TOTAL PURCHASE		
	Seller agrees to sell, mark, and deliver to Shipping Address (Destination) the goods or services specified herein and install as necessary, subject to the Terms and Conditions of this Purchase Order. Goods or services subject to sales tax should be taxed at the Minnesota Sales Tax Rate of 6.875%. MSFA purchases are exempt from Local (City/County) sales taxes.		

MINNESOTA SPORTS FACILITIES AUTHORITY:

Signature	_____	Signature	_____
Name	<u>Michael Vekich</u>	Name	<u>Ben Jay</u>
Title	<u>Chair</u>	Title	<u>Executive Director</u>
Date	_____	Date	_____

VENDOR

Signature _____
 Name _____
 Title _____
 Date _____

Billing Address: MSFA – US Bank Stadium
Attn: Sue Arcand
1005 4th Street South
Minneapolis, MN 55415-1752

TERMS AND CONDITIONS

1. **Delivery.** Delivery shall be made at the time and in the manner specified. If deliveries are not made at the time specified, Buyer reserves the right to modify the delivery item, to cancel or to purchase elsewhere and hold Seller accountable for the costs thereof. All packing and cartage are included in the price. Price additions will not be allowed by Buyer unless otherwise specified on the face hereof. The F.O.B. term used on this contract is a delivery term, but risk of loss shall remain with Seller until acceptance by Buyer at the delivery destination.
2. **Integration.** This Purchase Order, including any and all writings attached hereto and incorporated herein by reference, is intended by Buyer and Seller as the final, complete and exclusive statement of all of the terms of their agreement respecting the goods or services identified in this Purchase Order. Any of these Terms and Conditions that may conflict with the normal operation of any provision of the Uniform Commercial Code ("Code") shall constitute a variation by agreement and have precedence. Notice is hereby given pursuant to Section 2207 of the Code of Buyer's objection to all terms and conditions in addition to and different from these Terms and Conditions contained in any written acceptance or order confirmation that may be issued by Seller.
3. **Time of the Essence.** Time is of the essence in this Purchase Order. All dates and times stated herein by which Seller shall ship and deliver the goods, install goods or materials, perform services, submit samples, models, drawings and specifications to Buyer, and comply with any special instructions shall be strictly adhered to by Seller. If Seller fails to so adhere to any such date and time requirement, or should Buyer be insecure as to Seller's ability to so adhere, Buyer shall have the right to require Seller, at Seller's sole cost and expense, to work or cause to be worked overtime or premium time hours and/or to ship the goods by the most expeditious means available as determined solely by Buyer.
4. **Warranty.** Seller warrants that all goods sold and delivered to Buyer (a) shall be free from defects in design, materials, workmanship and title, and (b) shall strictly conform to the requirements and specifications of this Purchase Order, including any sample, model, drawing or technical specifications(s) furnished by Seller to and approved by Buyer. In the event this Purchase Order does not set forth technical requirements or specifications, Seller warrants, in addition to (a) above, that the goods shall be fit for the particular use and purpose for which the goods are required by Buyer, knowledge of which use and purpose Seller expressly admits. Seller agrees that any services provided shall be performed in a good and workmanlike manner, shall conform to all applicable specifications, and shall be carried out in accordance with industry standards. Seller's warranties shall be in full force and effect for a period of one (1) year from the date on which the goods are installed or placed in use or operation, whichever date is the later, or for such longer period as may be stated in Seller's standard warranty, if any, or for such longer period as may be permitted by law. Approval by Buyer of any sample, model, drawing or technical specification(s) furnished by Seller shall not release or relieve Seller of its warranty obligations nor affect Buyer's absolute right to reject, at any time, goods which fail to strictly conform to the requirements of this Purchase Order. Any and all goods or work which fail to strictly conform to the requirements of this Purchase Order, including Seller's warranty(ies), shall be removed, replaced and reinstalled at the sole cost and expense of Seller and Seller shall be liable for and pay the full cost and expenses of making good all work damaged or destroyed by reason of Seller having sold and delivered such goods.
5. **Indemnity.** Seller warrants that it is fully vested with the right to sell and deliver the goods identified in this Purchase Order and that neither the sale of the goods nor their use by Buyer or persons in privity with Buyer shall infringe any patent. Seller agrees to hold Buyer harmless from and to protect, defend and indemnify Buyer and any persons in privity with Buyer against any and all loss, liability, damage (whether from personal injury, property damage, or direct or consequential damage or economic loss), costs, attorneys' fees and expenses arising from or suffered or incurred or in any manner connected with (a) any injury to person or property caused in whole or in part by any act or omissions by Seller, Seller's agents or employees in the furnishing of articles or materials or in the performance of work hereunder, except those injuries and damage caused solely by Buyer while executing this Purchase Order or making delivery hereunder, (b) any purchase called for by this Purchase Order or the use of such purchases, or infringement of any patent, copyright, trademark, trade name, brand or slogan, or of unfair competition or any adverse statutory or nonstatutory right; (c) the alleged violation by such purchase or in its manufacture or sale of any federal, state or local statute, ordinance or administrative order, rule of regulation, or (d) any breach by Seller of any term of this Purchase Order. Seller shall fully cooperate with Buyer in prosecuting or defending against any claim(s) against or by any third party(ies) the subject matter of which has to do with the goods identified in this Purchase Order. For any building and construction services provided by Seller, the indemnification promised by this clause shall be limited by Minn. Stat. 337.02 such that it only applies to the extent that the underlying injury or damage is attributable to the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of Seller or Seller's independent contractors, agents, employees, or delegates.
6. **Conformity with Existing Laws.** Seller agrees to comply with all federal, state and local laws, executive orders, codes and regulations effective where this Purchase Order is to be performed. Where so required, all provisions of laws, rules, regulations and executive orders are hereby incorporated into and made a part of this Purchase Order. The laws of the state where purchase is to be delivered and first used without reference to its conflict of laws' rules shall govern as to all questions arising under this Purchase Order.
7. **Payments.** Buyer shall have no duty to make any payment, progress or final, to Seller for any and all of the goods or services identified in this Purchase Order unless and until goods or work are installed or used. Prior to being entitled to receive payments, Seller shall submit to Buyer an itemized invoice or Application for Payment in a form acceptable by Buyer, supported by such data as Buyer may deem necessary to substantiate Seller's right to payment. Such amounts as Buyer may approve, consistent with the terms hereof, shall be payable to Seller not later than thirty (30) days from the date upon which the invoice or Application for Payment is approved by Buyer. Buyer will provide a written explanation for any such amounts that will not be approved within fifteen (15) days of receipt of the invoice or Application for Payment.
8. **Termination.** Buyer shall have the right to terminate this Purchase Order, in whole or in part, at any time and without cause by written notice to Seller, and Seller shall immediately cease work hereunder upon receipt of such notice. If the goods identified in this Purchase Order are specially manufactured goods, and provided that Seller is not in breach of any duty or warranty of this Purchase Order, Buyer shall pay Seller all actual costs of manufacturing all conforming finished goods in Seller's possession or in shipment and goods in process of manufacture as of the date of Seller's receipt of notice of termination. If Seller has performed installation work or other services at the time of termination, Buyer shall pay Seller all actual costs of such work. If the goods are stock goods, rather than specially manufactured goods, and provided Seller is not in breach of any duty or warranty hereunder, Buyer shall only pay to Seller its reasonable re-stocking cost. In no event shall Buyer pay Seller or be liable to Seller for loss of anticipated profits or consequential or incidental damages.
9. **Changes.** This Purchase Order may not be amended or modified except in writing signed by Buyer. Buyer shall have the right to order changes at any time and from time-to-time in and to the quantity(ies), specifications, drawings, requirements and time for delivery of and for the goods identified in this Purchase Order, and Seller shall comply with all such written orders issued by Buyer. Should any such order(s) cause an increase or decrease in the purchase price of the goods or time for Seller's performance of any duty or warranty hereunder, the price and/or time shall be equitably and accordingly adjusted; provided, however, that any claim by Seller for an increase in the purchase price of the goods and/or the time for Seller to perform hereunder shall be submitted in writing to Buyer within ten (10) days of the date on which Buyer issued its written order hereunder or shall be barred. No increase in the purchase price of the goods or the time for Seller to perform hereunder shall be binding on Buyer unless and until such change(s) is accepted by Buyer in writing.

10. No Assignment. Neither this Purchase Order nor any duty of Seller hereunder may be assigned or delegated by Seller without the prior written consent of Buyer.

11. Rights Cumulative. These Terms and Conditions are not intended and shall not in any way be construed to limit or restrict Buyer's rights and remedies at law and in equity, all of which rights and remedies are fully reserved by Buyer. Any failure or forbearance by Buyer to enforce any of these Terms and Conditions or any of its rights and remedies at law or in equity shall not constitute and shall not be asserted by Seller as a waiver or relinquishment by Buyer of any of its rights and remedies under this Purchase Order at law and in equity.

12. Insurance. Seller agrees that if it is performing any services for Buyer, including installation work, it shall obtain workers' compensation insurance, vehicle insurance, and any other insurance required by applicable law or regulation. Seller also agrees that it shall maintain Commercial General Liability (CGL) insurance in commercially reasonable amounts, and that Seller shall provide Buyer within five (5) business days, upon Buyer's request, with a certificate of insurance evidencing such coverage and additional insured status for Buyer, ASM Global/SMG, and the Minnesota Vikings. Seller further agrees that Buyer may terminate this Purchase Order, subject to the provisions in paragraph 8 above, if it determines, in its sole discretion, that Seller's insurance coverage is not adequate for the project in question.

13. Bonds.

13.1 Pursuant to Minnesota Statutes §§ 574.26 - 574.32 and the Act, the Seller (Trade Contractor) is required to provide a Payment Bond and a Performance Bond each in an amount equal to one-hundred percent (100%) of the Purchase Order Amount and in the form of Exhibit 1 hereto and from a surety or sureties acceptable to the Authority. If after the giving of the bonds the Purchase Order Amount is increased, for any reason, the Authority may require additional bonds, the amount of which shall be not less than the amount of the increase in the Purchase Order Amount, and if the additional bonds are not furnished within ten (10) Days after demand, the Seller (Trade Contractor) Work shall cease until the additional bonds are furnished. Bonds shall be executed by a responsible surety and shall remain in effect for a period not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Seller (Trade Contractor) Work and the payment of any disputed amounts, whichever time period is longer. The Performance Bond shall guarantee Seller (Trade Contractor) will satisfactorily perform each and every part of the Seller (Trade Contractor) Work, including all guarantees and warranties required

13.2 The costs of all bonds required under this Paragraph shall be included in the Purchase Order Amount.

14. Equity Plan. The Seller (Trade Contractor) shall comply with all Applicable Laws and any special requirements in the Contract Documents regarding equal employment opportunity, Targeted Business, and workforce participation initiatives. The Seller (Trade Contractor) shall demonstrate good faith efforts to utilize minority ("MBE") and women-owned ("WBE") business enterprises (hereinafter referred to as "Targeted Businesses"). The Authority has adopted the Equity Plan applicable to the Seller (Trade Contractor) and the Seller (Trade Contractor) agrees that it will follow the Equity Plan, which is available on the Authority's website, that the Equity Plan is applicable to its Seller (Trade Contractor) Work, and that it will complete the form attached hereto as Exhibit 2.

EXHIBIT 1
BONDS

The Payment and Performance Bond forms that the Trade Contractor is required to provide related to its Trade Contractor Work are attached as **Exhibit 1**.

TRADE CONTRACTOR PERFORMANCE BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Here insert full name and address of Trade Contractor)
as Principal, hereinafter called Trade Contractor,

and, _____
(Here insert full name and serving address of Surety)
as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports Facilities**

Authority, 1005 4th Street South, Minneapolis, MN 55415 (the "Authority"), hereinafter
called Obligee, in the amount of _____

(\$ _____), (the "Bond Sum") for the payment whereof Trade Contractor and Surety, jointly
and severally, bind themselves, their heirs, executors, administrators, successors, and assigns
firmly by these presents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed and acknowledged and sealed this _____ day of _____, 20 _____.

(Trade Contractor as Principal)

(Surety) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Trade Contractor signature must be notarized)

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

Name and servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)

) ss

County of _____)

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

Notary Public: _____

County: _____

My Commission Expires: _____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

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

Notary: _____

County: _____

My Commission Expires: _____

TRADE CONTRACTOR LABOR AND MATERIAL PAYMENT BOND
THIS BOND, ISSUED SIMULTANEOUSLY WITH A PERFORMANCE BOND,
IN FAVOR OF OBLIGEE AND CLAIMANTS

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

That _____
(Here insert full name and address of Trade Contractor)
as Principal, hereinafter called Trade Contractor,

and, _____
(Here insert full name and serving address of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto **Minnesota Sports Facilities Authority, 1005 4th Street South, Minneapolis, MN 55415** (the

“Authority”), hereinafter called Obligee, in the amount of

_____ (\$ _____) (the “Bond Sum”) for the

payment whereof Trade Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns firmly by these presents.

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

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

which contract is by reference made a part hereof.

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

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

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

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

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

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

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

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

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

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

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

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

Signed and acknowledged and sealed this _____ day of _____, 20_____

(Trade Contractor as Principal)

(Surety) (Seal)

By: _____
(Signature)

By: _____
(Signature)

(Print Name)

(Print Name)

(Title)

(Title)

(Trade Contractor signature must be notarized)

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

Name and Servicing address of agent of Surety:

Telephone: _____

CORPORATE ACKNOWLEDGMENT

State of _____)
) ss

County of _____)

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

Notary Public: _____

County: _____

My Commission Expires: _____

SURETY ACKNOWLEDGMENT

State of Minnesota)
)ss
County of Hennepin)

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

Notary: _____

County: _____

My Commission Expires: _____

EXHIBIT 2
EQUITY PLAN FORMS

Seller (Trade Contractor) to fill out.

TRADE CONTRACT AGREEMENT EQUITY PLAN

TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

___ No Targeted Business participation is committed on this project

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

Firm Name (Legal business name used for Targeted Business certification)	WBE (Check one)	MBE (Check one)	How will firm participate? (subcontractor, consortium, joint venture)	Description of work	Estimated dollar value of participation	Estimated percentage of total bid

Total WBE % ___ Total MBE % ___

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

On behalf of the proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

Signature: _____ Date: _____

Name: _____

Title: _____

EXHIBIT 3
WARRANTY

The following Warranty is included as Exhibit 3:

WARRANTY

Pursuant to the Purchase Order between the Minnesota Sports Facilities Authority (“**Authority**”) and _____ (“**Seller**”), Seller hereby warrants and guarantees that all of the Seller’s Work performed under the Purchase Order will be of new and of good quality, will be free of defects except for those inherent in the quality of the Seller’s Work allowed by the Purchase Order Documents, and will conform to the requirements of the Purchase Order Documents (“**Warranty**”). If the Seller’s Work does not conform to this Warranty, it shall be considered defective, and Seller shall remedy at its own expense any such defective Seller Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Seller Work) so that the Seller’s Work conforms to the Purchase Order Documents. The Seller’s Warranty shall extend for a period of two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Purchase Order Documents for a period of more than two (2) years, such longer terms shall apply. All Suppliers’ warranties and guarantees, express or implied, respecting any part of the Seller’s Work and any materials used therein are hereby assigned by the Seller to the Authority. This Warranty shall supplement, and not supersede, warranties, and guarantees given by Seller under the terms of the Purchase Order Documents.

SELLER:

WITNESS: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____ 2023.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES

Exhibit C
CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Proposal)

This Confidentiality Agreement (the "Agreement") is made and entered to as of the day of _____ 202_, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction, financing of work at the Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

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

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

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

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

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

Dated and effective this _____ day of _____, 202_

("Authority")

("Proposer")

{SEAL

WITNESS:

(If Proposer is a Corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT

[PROJECT NAME]

[PROJECT NUMBER]

I, _____(Name), being first duly sworn, state that I am the
_____ (office held) of _____ (name of Bidder).

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

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

EXHIBIT E



State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance

The Request for Proposals or Request for Bids solicitation you responded to may require you to have or to obtain a Certificate of Compliance from the Minnesota Department of Human Rights (MDHR). Please fill out and submit this form with supporting documentation. The bid-award agency will not review your proposal or bid until MDHR and the bid-award agency review this form and/or supporting documentation.

Option A – We have employed more than 40 full-time employees on any single day in any state during the previous 12 months. Please check the applicable box below.

We have a MDHR Certificate of Compliance. Attached is the Certificate.

We don't have a MDHR Certificate of Compliance. Attached is our application for a MDHR Certificate of Compliance.

Option B – We have an affirmative action plan approved by the Federal Government but no MDHR Certificate of Compliance. Please check the box below.

Attached is a copy of the affirmative action plan approved by the Federal government in the last 12 months, the Federal government's approval letter, and our application for a MDHR Certificate of Compliance.

Option C – We are exempt because we employed fewer than 40 full-time employees on any single day in any state during the previous 12 months. Please check the box below.

We are exempt. Attached is a list of all of our employees and their state of employment during the past 12 months.

Option D – The current bid is exempt. The bid award agency doesn't expect the goods or services provided will exceed \$100,000.

The bid proposal is exempt. The bid project number is: _____.

Signature

In signing this document, you certify that the information is accurate and that you are authorized to sign on behalf of the company.

Name of Company	Authorized Signature
Date	Printed Name
Phone Number	Title

AN EQUAL OPPORTUNITY EMPLOYER
Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1095
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/MDHR

EXHIBIT F

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

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

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

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Title: _____

Date: _____

Witness: _____

Name: _____

Date: _____

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

{SEAL}