

REQUEST FOR PROPOSALS
2022 LIGHTING UPGRADE PROJECT
FOR CAPITAL IMPROVEMENT TO U.S. BANK STADIUM
IN MINNEAPOLIS, MINNESOTA

November 18, 2022

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 2022 Lighting Upgrade 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 January 31, 2023 (the “Required Completion Date”).

B. Scope of Services: The successful Proposer to the RFP will be engaged for the delivery of Lighting LED Modules and Fixtures (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.
- Provide, coordinate, test, and perform final inspection/verification on all items required to complete the work associated with the Project.
- All necessary tools, equipment, and components (cords, connections, fasteners, etc.) as needed to provide a turnkey installation and delivery of the Project.
- Two-year on-site warranty to repair or replace the work and services constituting the project.

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, coordination, supply, installation, commissioning, and final testing/inspection of the Project.

Proposers should have significant experience in the provision of lighting materials 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 products and 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 coordination, supply, and testing of projects similar to the Project that is the subject of this RFP.
- In-house capacity to produce necessary product selection and schedule documentation, which does not preclude any Proposer from also identifying potential sub-consultants that could assist in producing such estimates and schedules.

E. RFP Timeline

Advertise and issue Request for Proposals	November 18, 2022
Written Questions Due	December 2, 2022, by 4 P.M.
Proposals Due	December 9, 2022, by 4 P.M.
Selection of Provider	December 14, 2022
Final Completion	January 31, 2023

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 the 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 principals of Proposer who was responsible for the project.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Complete and submit the following exhibits:
 - Exhibit C - Confidentiality Agreement;
 - Exhibit D - “Statement of Non-Collusion”;
 - Exhibit E - “MN Dept of Human Rights – Certificate of Compliance”; and
 - Exhibit F - “Acknowledgement and Attestation” form.
- The following exhibits are associated with the Purchase Order. Complete and submit with proposal the exhibits listed below:
 - Exhibit 1 – Equity Plan Form. Proposer should fill out the form providing the information requested regarding its planned compliance with the Equity Plan.
 - Exhibit 2 – Construction Schedule. Proposer should provide its proposed schedule.
 - 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.

F.2 Submittal Requirements: Evaluation of Proposals

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 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.
3. Preliminary Performance Schedule. Please provide Proposer’s preliminary performance schedule with milestones interdependencies identified for 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. Exhibit 2 shall be evaluated in considering this factor.

Technical Approach – 300 Points

See attached scope information in Exhibit A.

1. Proposed Approach. Provide information regarding product specifications as listed in the scope and contemplated or potential revisions to the product specifications, if any, and material selection.

Commercial Terms – 300 Points

1. Price. Provide itemized pricing on all necessary products, coordination, supply of a complete Project and all scope of work items required by this RFP, including without limitation:
 - All material and equipment;
 - Warranty onsite maintenance
 - Estimate of all other project expenses including shipping, and sales tax (if any); and,
 - Proposed form of Exhibit B.

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.

3. Agreement to or Requested Revisions to the Purchase Order Terms. The extent to which revisions are requested to the Authority's proposed purchase order in this RFP will be given point deductions in the sole discretion of the Authority. Any proposed revisions 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 1 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. Proposal

Proposals are due by 4:00 pm. CT, December 9, 2022. One bound copy of the Proposal should be enclosed in a sealed envelope addressed to:

Minnesota Sports Facilities Authority
Attention: Executive Director
1005 4th Street South
Minneapolis, Minnesota 55415

One electronic copy should be sent to each email address listed below:

Mary Fox-Stroman - Mary.Fox-Stroman@msfa.com
Sue Arcand - Sue.Arcand@msfa.com
Ed Kroics - EKroics@usbankstadium.com

II. Questions or Inquiries

All questions must be submitted via email no later than 4:00 pm. CT, December 2, 2022, to:

Mary Fox-Stroman – Mary.Fox-Stroman@msfa.com
Sue Arcand – Sue.Arcand@msfa.com
Ed Kroics - 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.

IV. Other Exhibits to the RFP

Exhibit A Project Scope Document
Exhibit B Proposed Scope of Services and Pricing Information

The following exhibits are associated with the Purchase Order.

Exhibit 1	Equity Plan Form
Exhibit 2	Construction Schedule Information Form
Exhibit 3	Warranty

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

EXHIBIT A
Project Scope Documents

The scope for this project includes the procurement of the LED Modules (heads) and drivers and Fixtures as listed below. Alternate modules and fixtures with similar or equivalent watts/color temp/voltage requirements/fit and finish.

LED MODULES (Heads) and Drivers to match exact model or equivalent to listed fixtures:

QUANTITY OF HEADS	QUANTITY OF DRIVERS	TYPE	FIXTURE PART NUMBER
100 Should be set to 400 milliamps	100	L20Dim	HDL-HP-S-20-LED-E-120/277-0-10V/HDL-HP-SA-MBW-FL-3000
30	30	L25	JTH14-5413
25	25	L1Dim	PLED815-SYL20-3K-CL-BL-PXX

FIXTURES: of exact model or equivalent to:

Quantity per Length/Color	TYPE	FIXTURE PART NUMBER
100	L20Dim	HDL-HP-S-20-LED-E-120/277-0-10V/HDL-HP-SA-MBW-FL-3000
30	L25	JTH14-5413
10 - 6' SILVER	L1Dim	PLED815-SYL20-3K-CL-BL-PXX
10 - 6' BLACK	L1Dim	PLED815-SYL20-3K-CL-BL-PXX
3 - 20' SILVER	L1Dim	PLED815-SYL20-3K-CL-BL-PXX
2 - 20' BLACK	L1Dim	PLED815-SYL20-3K-CL-BL-PXX
30 – 10' SILVER	SX6	50 1006 ME MS CS

EXHIBIT B

Proposal Scope of Services and Pricing Information

Proposer: _____
Proposer Address: _____
Proposer Phone Number: _____
Contact Name: _____
Proposer Email Address: _____

Describe the equipment and materials, if any, that will be provided to the MSFA and detail all quantities and unit prices for the equipment and materials proposed below. In addition, include installation labor costs, freight, and Minnesota sales tax.

Quantity	Materials Description	Price
	Subtotal Materials	
	Installation Labor	
	Freight	
	Minnesota Sales Tax (6.875%)	
	Total	

**EXHIBIT 1
EQUITY PLAN FORM**

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 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: _____

**Minnesota Sports
Facilities Authority
Equity Report**

WORKFORCE:

PROJECT NAME	CONTRACT DATE	PRIME CONTRACTOR NAME	SUBCONTRACTOR NAME	LAST NAME	FIRST NAME	ZIP CODE	ETHNNICITY	GENDER	VETERAN	UNION	TOTAL HOURS	TOTAL WAGES

EXHIBIT 2
CONSTRUCTION SCHEDULE

The Trade Contractor shall perform its Trade Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Trade Contractor Work. The Trade Contractor’s Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Trade Contract Agreement, Trade Contractor shall achieve Project Milestone Dates and Substantial Completion of its Trade Contractor Work in accordance with this **Exhibit 2**.

Final Completion of the Trade Contractor Work shall be deemed to have occurred only after completion of all the Trade Contractor Work and acceptance of it by the Authority.

The Date of Substantial Completion is described in more detail below:

Substantial Completion

Milestone Dates of the Trade Contractor Work that must be complete in accordance herewith are outlined on the Outline of Construction Schedule below. For purposes of this **Exhibit 2**, “**Scheduled Substantial Completion Date**” shall mean _____, 20__ and “**Guaranteed Completion Date**” shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

The following Outline of Construction Schedule highlights critical components of the Project and mandatory Milestone Dates that must be completed, without exception, by the Trade Contractor in order to meet the requirements of the Construction Schedule and Substantial Completion.

OUTLINE OF CONSTRUCTION SCHEDULE

Description of Trade Contractor Work	Start Date	Guaranteed Completion Date	Comments
Delivery of LED Modules and Fixtures			
** Work to be coordinated with other Trade Contractors and Stadium Manager in each area.			

**EXHIBIT 3
WARRANTY**

WARRANTY

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

TRADE CONTRACTOR:

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 _____ 2022.

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

2022 Lighting Upgrade Project

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 of 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}

Exhibit G

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	_____
Title	<u>Chair</u>	Title	<u>Executive Director</u>
Date	_____	Date	_____

VENDOR

Signature _____
Name _____
Title _____
Date _____

TERMS AND CONDITIONS

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

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.