

REQUEST FOR PROPOSAL SPONSORSHIP SALES SMG/U.S. BANK STADIUM JANUARY 15, 2018 – DECEMBER 31, 2020

Project Background

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the "Act"), to establish the Minnesota Sports Facilities Authority ("Authority") and to provide for the construction, financing, and long-term use of a new stadium (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 design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the "Project") is a collaborative process between the Authority and Minnesota Vikings Football Stadium, LLC (the "Team").

The Project is located on a site partially including the site of the former Hubert H. Humphrey Metrodome and also including additional adjacent land that has been acquired in Minneapolis, Minnesota. The Project has been designed to meet the standards required for a National Football League ("NFL") franchise, as well as other programmatic uses consistent with other multipurpose facilities. The Project has been designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the Authority. Construction of the Stadium and Stadium Infrastructure was completed on July 22, 2016.

The MSFA chose SMG in August 2014 as the operator for U.S. Bank Stadium. SMG has extensive experience in operating major sports venues, managing over 200 facilities worldwide, including five NFL stadiums (Soldier Field in Chicago, Mercedes-Benz Superdome in New Orleans, University of Phoenix Stadium in Arizona, NRG Stadium in Houston, and Everbank Field in Jacksonville). SMG books, operates and maintains the stadium, and all contractors and partners report to SMG.

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PART ONE- GENERAL

I. INTRODUCTION

Request for Qualifications

SMG is seeking proposals from companies interested in providing non-Vikings event sponsorship services at U.S. Bank Stadium. The 66,200-seat stadium is a state-of-the-art facility incorporating a turf playing surface, seven public concourses, a below grade service level, home and visiting team locker rooms, food service facilities, and all ancillary facilities necessary to support all events. The stadium provides a wide array of events for the community and state, topping over 600 events in its first year. U.S. Bank Stadium hosts high school and college sporting events, including baseball, soccer and football. The stadium also accommodates large trade shows and concerts as well as smaller intimate events in the stadium's high-end club spaces and locations throughout the building. In addition to these local and national events, four major international events have already been announced, including the X Games (2017 – 2018), Super Bowl LII (February 4, 2018), the Men's NCAA Final Four (2019) and in March 2020, the NCAA Wrestling Championships.

1. **Purpose**

SMG is accepting proposals from companies ("Bidder(s)") interested in providing non-Vikings sponsorship services for U.S. Bank Stadium. Sponsorship services consist of selling non-Vikings event (non-gameday or non-Vikings sponsored events) sponsorship opportunities. These sponsorship services would be on an event-basis only. Per the stadium usage agreement, annual sponsorship opportunities are granted solely to the Vikings organization.

SMG will be selecting a Contractor who will have the responsibility for non-Vikings sponsorship services for all areas as outlined more fully in Part Two and Three of this Request for Proposal.

2. <u>Contract Term</u>

The term of the contract shall be three (3) years with a ninety (90) day window where either party is able to terminate the contract with prior written notice. The selected Contractor has the opportunity to propose an alternate to the three (3) year contract if they chose to do so.

3. <u>Contact Information</u>

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

Jerry Goldman Assistant General Manager jgoldman@usbankstadium.com 612.777.8730 (Office) 612.720.5514 (Cell)

4. **Proposal Conference**

A proposal conference call on Friday, December 15, 2017 at 1:00PM. Please let Jerry Goldman know if you plan to attend the conference call.

5. Written Questions

Any questions concerning this request for proposal must be submitted via email to the contact information listed above no later than 5:00PM, Wednesday, December 20, 2017.

6. **Proposal Submission Date**

Proposals must be received by SMG at the contact information prior to 5:00PM central standard time on Monday, January 9, 2018. Any proposal received after this time will not be considered.

All proposals can be mailed to the address below:

Jerry Goldman 1005 4th Street S. Minneapolis, MN 55415

SMG will not be liable for any costs incurred in the preparation and presentation of the Response.

7. **<u>Reserve Clause</u>**

SMG reserves the right to reject any and all proposals at any time for any reason whatsoever and/or change the timing and procedure of this proposal process.

8. Acceptance of Proposal (Award)

It is the intent of SMG to award a contract to the Bidder offering the best value, provided the proposal has been submitted in accordance with the requirements of the Contract Documents and does not exceed SMG's Budget.

SMG reserves the right to make on-site inspections of facilities where participant provides services similar to the services requested hereunder before the award of Contract.

9. Post-Proposal Interview/Presentation

After the proposals are received, tabulated, and evaluated by SMG, certain Bidders may be asked to meet with SMG for a post-proposal interview/presentation.

The post-proposal interview may include, but is not limited to, a review of the proposal, Alternate Pricing, Unit Pricing, Financial Ability of Bidder to perform the scope of services requested and Bidders approach to the Work. SMG reserves the right to have the Bidder submit further clarification on questions by writing.

SMG will score proposals on a point system, with some criteria being graded on a pass/fail basis. Proposers who fail any criterion may have their proposal rejected. Proposers will be provided the criteria for the process. SMG reserves the right to reject any or all proposals if responses to the above or any other information in SMG's judgment are unsatisfactory or do not meet the budget, or required performance standards.

II. <u>PROPOSAL FORMAT</u>

1. General

Proposals must be submitted in two parts: a Technical Proposal and a Price Proposal. Three (3) copies (hard and digital) of each part shall be submitted and marked "Sponsorship Services – Technical Proposal" and "Sponsorship Services – Price Proposal".

2. <u>Technical Proposal</u>

- A. Description of Bidder provide a brief company overview including history, size, number of employees, affiliated companies, etc. The same information should be provided for any identified subcontractors or joint venture partners that would be working on the contract.
- B. Experience of Bidder List relevant company experience within the past five (5) years, including current contracts and references. In particular, identify any experience on contracts similar in scope and size to the services sought under this request for proposal. Bidder must have at least five (5) years' experience performing sponsorship sales services for large venues with the capacity of at least 12,000 70,000. Information should include any and all joint venture partners.

- C. Contract Organization Identify and explain the specific organization of the proposed project team, including key personnel and how this project fits in with other areas of your company's operation.
- D. Experience of Key Personnel Briefly summarize the experience of key personnel and managers who would be working on this contract. Key Account Executive must be named in this proposal and the lead manager must have at least three (3) years of experience performing sponsorship sales with a seating capacity of at least 12,000 70,000. SMG reserves the right to interview and approve the lead manager.
- E. Sponsorship Services Work Plan Present a general plan of approach for meeting non-Viking event sponsorship sales specifications.
 - 1. Organize tasks and job duties to be performed, including any onsite event needs.
 - 2. Approximate number of staff on the project.
 - 3. Clearly outline goals, objectives and benchmarks.
 - 4. Build timeline for regular reporting to SMG.

3. Price Proposal

Based on the anticipated scope of work, please provide a detailed break-out of a financial guarantee or percentage split with U.S. Bank Stadium.

4. Labor Requirements

In response to this request for proposal, Contractor hereby warrants and represents that, as a condition of the award of a contract to provide services at the Stadium, it agrees to, and will comply with, the following terms and conditions pertaining to the employment of its employees at the Stadium and the services that Contractor will provide there.

a. Contractor will be responsible for hiring, training, supervising, and directing its employees. Contractor will not by any statement, act or omission express or imply to any of its employees or job applicants that SMG is an employer, co-employer, or joint employer of such individuals. Contractor will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.

b. Contractor will use its best efforts to recruit and employ employees who will be proficient and productive in their jobs and courteous to patrons and to others working at the Stadium.

c. Contractor will make every effort to employ women and members of minority communities when hiring for employment at the Stadium.

d. Contractor will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, color, age, sex (including sexual orientation), pregnancy (including childbirth and related medical conditions), national origin, disability, religion, ancestry, familial status, status with regard to public assistance, gender identity, marital status, membership or activity in a local commission, military status, veteran status, or any other classification protected by applicable law. Contractor's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless Contractor can demonstrate that the accommodation would impose an undue hardship. Contractor's policy will also include that it will reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of Contractor's business, which will allow an employee to practice his or her religion. Contractor's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in Contractor's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy.

e. Contractor will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in (d) above, including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in any service or apprenticeship programs.

f. Contractor will adopt and enforce policies that prohibit the use, possession, transfer, sale, or being under the influence of illegal drugs or alcohol during working time and off working time but in working areas of the Stadium. Such policies will include termination of employment and removal from the Stadium for violations, or such other disciplinary action that Contractor determines is suitable under its policies, as long as such action ensures that there will not be another violation.

h. When a labor organization represents Contractor's employees who are or will be employed at the Stadium, being a signatory to a collective bargaining agreement or other valid contract with such labor organization which contains at a minimum provisions:

> i. prohibiting the labor organization and Contractor's employees from engaging in picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Stadium; and prohibiting Contractor from engaging in a lockout of Contactor's employees at the Stadium;

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

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

i. Contractor will provide proof of workers' compensation insurance in the amount of at least one million dollars for each covered workplace injury, illness, and any other conditions subject to the Minnesota's Workers' Compensation Act.

j. Contractor will ensure that its employees will comply with all rules and regulations applicable to employees working at the Stadium.

k. Contractor's employees will wear neatly attired clothing that adequately identifies them as employees of Contractor.

SMG requires the following qualifications for all event staff and management providing services at U.S. Bank Stadium:

- Background on last five (5) years or as reasonably available.
- No criminal background or any conviction involving moral turpitude.
- Must be a regular full or part time employee of the contractor.
- Must be able to verbally communicate in a clear, distinct and courteous manner.
- Must be able to write clear and accurate reports and be able to complete any and all types of reports.

PART TWO – SPONSORSHIP SPECIFICATIONS

I. <u>SPECIFICATION OF SERVICES</u>

- 1. U.S. Bank Stadium will have final approval on all Sponsorship sales.
- 2. U.S. Bank Stadium will have final approval on all Sponsor deliverables.
- 3. Contractor agrees all sales must be non-Viking event specific.
- 4. Contractor agrees there can be no sale of permanent signage or activation in the Stadium, all signage and activation materials must be removed at the end of event.
- 5. Contractor agrees and understands there can be no sponsorship sales that compete with the below sponsorship categories:

<u>Company</u>	Business Category
U.S. Bank	Financial Services
Medtronic	Medical Devices and Medical Technology Development
MillerCoors	Alcoholic Beverages (Beer/Malt Beverages/Hard Cider)
Hy-Vee	Grocery Store, Supermarket, Mass Retail, Floral, Pharmacy
Land O'Lakes	Dairy Products, Animal Feed, Crop Input
CenturyLink	Communications
Polaris	Powersports, Motorcycles, Utility & Work Vehicles
Pentair	Sustainable Water
Mystic Lake	Casinos, including Casino Hotels and Stand-Alone Casinos
Verizon Wireless	Distributed Antenna System, Cell Phone Provider

6. Except as expressly approved by SMG, the Contractor shall not be permitted, without the prior written consent of SMG, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder or under any resulting contract. Such prohibition shall require the Contractor and any approved subcontractor to provide its services only through its own employees, i.e., neither the Contractor nor any approved subcontractor shall be permitted to hire or use independent contractors or subcontractors or temporary employees to provide the services required of the Contractor hereunder.

II. LICENSE AND INSURANCE REQUIREMENTS

The successful Contractor will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by SMG. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Minnesota with a Best's Insurance Reports rating of no less than A-. It is anticipated that such coverage shall include the following:

- A. Comprehensive General Liability Coverage in the amount of \$2,000,000.00 per occurrence and per location. This coverage must be written on an occurrence form. Claims made policies will be unacceptable. This insurance shall provide coverage, from and against any claim for property damage or bodily injury arising out of the operations of the Contractor. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement.
- B. Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of Contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- C. Professional liability coverage with limits of at least \$5,000,000.
- D. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by Contractor in connection with the services required under Contract
- E. Excess Liability Coverage, in the amount of \$10,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.
- F. Insurance against Loss and/or Damage to Contractor's property and other personal and business property of Contractor upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of Contractor.
- G. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, MSFA and Vikings and their employees, agents, officers and directors as additional insured there under.

- H. Evidence of such coverage being in place will be promptly delivered to SMG prior to the commencement of the term of this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 90 days prior notice to SMG, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, Proposer will provide SMG with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.
- I. All policies should contain a waiver of subrogation in favor of the SMG, MFSA and Vikings and any and all parties deemed necessary.

Sponsorship Sales Services: Evaluation of Proposals

As described below the proposals will be scored on a point system, with some criteria being graded on a pass/fail basis. Proposers who fail any criteria may have their Proposal rejected. A total of 250 points will be available as follows:

- Project Delivery: 50 points
- Sponsorship Sales plan: 50 points
- Commercial Terms: 100 points
- Interview: 50 points (If required)
- Equitable Contracting and Hiring: Pass/Fail

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion will then be short-listed and selected to enter into final discussions and negotiations, SMG will select in its discretion the Proposer whose final Proposal is most advantageous, and the best value as permitted by the Act.

PART III – INVENTORY AND EVENT MIX

1. <u>SPONSORSHIP INVENTORY</u>

Inventory Category	Description
Concourse Signage	
In-House TV Network	
IPTV - Event Day (Pre/During)	L-Bar (10 min rotations per packages)
Concession Signage	
Menu Boards	Full-Screen Food Graphics (50 minute rotation - 64 screens)
Marquee Videoboard	
Stadium Marquee - Video Board	Rotate premier partner
Stadium Marquee - Sail (Digital Mesh)	40' x 50' Single Sided - Rotate premier partner
Luces Devel Cignege	
Inner Bowl Signage LED Signage (Upper Level)	3' x 1550' ribbon board (animated/static)
LED Signage (Opper Level) LED Signage (Club Level)	2'6" x 1475' ribbon board (animated/static)
LED Signage (Club Level) LED West Platform Panels	32' x 9' digital signage (10 minute rotations)
East & West Scoreboard - Full Video Board (commercial)	one (1) :30 commercial unit pre-event (both screens)
East & West Scoreboard - Full Video Board (commercial) East & West Scoreboard - Closed Captioning (fixed logo)	35' x 4' digital (sell as permanent signage)
Print & Stadium Tour	
Ticketbacks (printed and/or e-tickets with banner)	Logo/message on ticketback or as banner ad on e-tick
Parking Passes	Couple with Ticketback sponsorship
Stadium Tour Presenter and Gift Sponsor	Co-branded premium item for tour guests
Stadium Tour Ticketbacks	Include in presenter package
Suite Inserts	Opportunity to place a flyer in each luxury suite
Exit Couponing	Opportunity to exit coupon after shows
Stadium Digital Network (website and Mobile App)	
Stadium Digital Network (website and mobile קאף)	
Feature/Section Presenter with fixed banner/logo	Feature accessible via all platforms
Eblast - Presenter (203,000 opt-in emails)	Presenter Logo on header and banner ad per eblast
Eblast - Banner Ad	Banner ad per eblast (300 x 100)
Website Presenter	Desktop Presenter
Mobile App Presenter	App Presenter
Mobile App - Food & Beverage Feature (Appetize)	Concession partner banner ads
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Social Media Channels (U.S. Bank Stadium)		
Facebook	54,000 likes	
Twitter	22,000 followers	
Instagram	43,000 followers	
Activation Areas		
Interactive Activation Area (Upper Concourse)	10' x 10' area for fan interaction	
Interactive Activation Area (Service Level - West)	10' x 10' for fan interaction	
Interactive Activation Area (Entry - West Plaza)	10' x 10' for fan interaction	
Interactive Activation Area (Commons Area)	10' x 10' for fan interaction	
Presenting Sponsor - Events & Festivals		
Party on the Plaza	Presenter	
Inline Skating	Presenter	
Baseball Games	Presenter	

2. <u>EVENT MIX</u>

Concerts	4-5
MSHSL Soccer	3
MSHSL Football	5
Monster Jam	2
Supercross	1
Flat Shows	4-5
Party on the Plaza	4-6
Baseball	75
X Games	4
Other Sports	2-4
Other Smaller Events	500