

REQUEST FOR PROPOSALS
FOR CONSTRUCTION MANAGEMENT SERVICES
FOR A NEW MULTIPURPOSE STADIUM AND
STADIUM INFRASTRUCTURE
IN MINNEAPOLIS, MINNESOTA

December 6, 2012

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 (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, it is contemplated that the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Project”) will be a collaborative process between the Authority and Minnesota Vikings Football, LLC (the “Team”). To that end, the Authority and the Team have prepared this Request for Proposals (“RFP”) for construction management services. The Team and Authority have formed a stadium design and construction group (the “SDC Group”) comprised of representatives of the Authority and the Team to direct and manage the design of the Project and oversee construction.

The Preliminary Program for the Project is attached hereto as Exhibit A. The Project is to be located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the “Existing Stadium”) and also including additional adjacent land to be acquired, in Minneapolis, Minnesota. The Preliminary Site Plan for the Project is attached hereto as Exhibit B. The Stadium will be 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 will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the SDC Group (the “Minimum Design Standards”). Construction of the Stadium and Stadium Infrastructure is anticipated to begin in the 3rd quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure to be achieved not later than July 1, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings’ 2016 NFL season (the “Required Construction Schedule”). The Authority and Team contemplate that the Team will play its games at the Existing Stadium as long as reasonably practical, and is

thereafter expected to play for an interim period of time at the University of Minnesota football stadium after the Existing Stadium is demolished.

The total Project budget is established pursuant to the Act in an amount not to exceed \$975 million. As of the date of this RFP, a budget of \$690 million has been established as the fixed limit of construction cost (the "Fixed Construction Budget") as the maximum amount available to be expended on the construction of the Project. Additional information regarding this Fixed Construction Budget amount will be provided in Addendum to this RFP.

The Team and Authority will each have, under separate contracts, Owner's Representatives to advise the respective parties during the Project. In addition, where the Act contemplates that the SDC Group will engage an Owner's Representative, the Authority and the Team have agreed that depending upon which party, as between the Authority and the Team, has assumed the responsibility for Project cost overruns (the "Stadium Developer"), the SDC Group shall appoint that party's Owner's Representative as the SDC Group Owner's Representative (the "Project Group Representative"). The Team has selected ICON Venue Group, LLC as its Owner's Representative. The Authority has selected Hammes Company as its Owner's Representative.

The Authority, with the approval of the Team, has entered into a Design Services Agreement with HKS, Inc. ("Architect") to serve as the Architect for the Project.

Under the Act, the Authority shall serve as the Stadium Developer. However, the Act also provides that prior to the time the Authority enters into a construction contract with a construction manager or program manager certifying a maximum price and a completion date as provided in the Act, at the request of the Team, the Authority may authorize, such authorization not to be unreasonably withheld or delayed, the Team to provide for management of the construction of the Stadium and Stadium Infrastructure, in which event the Team must assume the role and responsibilities of the Authority for completion of construction in a manner consistent with the agreed Minimum Design Standards and design documents, subject to terms of the Act, including responsibility for cost overruns. The Team has not yet determined whether it will make such a request.

B. Role of the Construction Manager

Pursuant to the Act, the Authority may contract with persons, firms, or corporations to perform the function of construction manager with respect to all or any part of the design and construction of the Stadium and Stadium Infrastructure under the traditional separate design and build, integrated design-build ("Design-Build"), construction manager at risk ("CMAR"), or public/private partnership ("P3") structures, or a combination thereof. Pursuant to the Act, the Authority and Team are authorized to conduct discussions and negotiations with Proposers for any type of project delivery method selected to determine which proposal is most advantageous to the Authority and the Team and to discuss and negotiate the terms of an agreement. The SDC Group has recommended to the Authority that the Project should be constructed using the CMAR method, and the Authority has accepted this recommendation. Thus, this RFP is being issued for the purpose of soliciting Proposals from

construction management firms interested in becoming the construction manager at risk ("Construction Manager") for the Project.

The Authority, reserves the right to implement the Design-Build method or any other method permitted by the Act in the event that the Authority and Team determine that it is in their best interest and most advantageous to them to do so. If the Authority and Team decide to use the Design-Build method after a Construction Manager is selected, the Authority will assign the Design Services Agreement to the Construction Manager, who will assume responsibility therefor.

The successful Proposer to this RFP will be engaged at the present time to perform preconstruction services for the Project, including, without limitation, construction estimating, pricing of individual components and systems, constructability review, and schedule advice, as further described in Section C of this RFP and the Construction Services Agreement that will be issued as an Addendum to this RFP. As will be set forth more fully in the Construction Services Agreement, the Authority and Team reserve the right and discretion to terminate the Construction Services Agreement in the event the Construction Manager fails to satisfactorily perform the preconstruction services.

As will be more fully described in the Construction Services Agreement, if and on the condition precedent that the Authority and Team, in their discretion, determine that the Construction Manager has satisfactorily performed the preconstruction services, the Construction Manager will be requested to develop and deliver a guaranteed maximum price proposal (the "GMP Proposal") which describes the terms and conditions on which the Construction Manager would deliver the Project. The Authority, Team, their representatives and the Architect will review the GMP Proposal and may, in their discretion, provide comments and enter into negotiations with the Construction Manager to revise the GMP Proposal so that it provides a maximum price equal to or less than the Fixed Construction Budget and a schedule consistent with the Required Construction Schedule, and is otherwise acceptable to Authority and Team.

If the Construction Manager agrees to those revisions to the GMP Proposal required by the Authority and Team in their sole discretion, the Construction Manager would at that time enter into a GMP Amendment to the Construction Services Agreement for the construction of the Project that would incorporate the GMP Proposal and require the Construction Manager to perform the construction phase services included in the Construction Services Agreement and to certify the GMP and date of substantial completion.

If the Construction Manager's GMP Proposal is not acceptable, or if the Authority and Team determine that the Construction Manager's performance of preconstruction services has been unacceptable, then the Authority and Team may terminate the Construction Services Agreement with the Construction Manager and solicit Proposals from and select a new construction manager to enter into the Construction Services Agreement through a process that serves the best interests of and is most advantageous to the Authority and Team.

The Construction Services Agreement will also provide that, pursuant to the Act, construction of the Project is subject to the Minnesota prevailing wage laws, as provided in Minnesota Statutes §§177.41 -

.43. The Act also requires, without limitation, that the Construction Services Agreement provide that, to the extent practicable, at least 25 percent of the materials, supplies, and equipment used in the construction, operation, maintenance, and use of the Stadium and Stadium Infrastructure must be made or produced by Minnesota businesses and that, to the extent practicable, the Stadium be built with American-made steel that is made from Minnesota iron ore.

C. Intent and Process of this RFP

This RFP is focused on the selection of a lead or joint venture construction management firm with significant experience in the construction of similar sports facilities to act as the Construction Manager for the Project. It is the desire of the Authority and the Team to consider as part of their the selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority, which will be published in the future, to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the preconstruction services, construction management, and the construction of the Project. A Proposer must also demonstrate its ability to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts. As described in Section G.2 below, Proposers are requested to provide a plan describing how they will encourage the participation and utilization of MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Construction Manager for the Project are encouraged to respond to this RFP.

After receipt of the Proposers’ Indications of Interest and Qualifications, the Authority and Team will develop a short list of qualified firms to receive a copy of the Conceptual Design Documents for review and estimating and to advance to the Proposal submission phase of this RFP process. It is anticipated that the Conceptual Design Documents will be made available on or about December 18, 2012. Those shortlisted Proposers that are selected to receive the Conceptual Design Documents and asked to provide a Preliminary Construction Estimate based on those documents will receive a lump sum stipend of twenty-five thousand dollars (\$25,000.00) in connection with preparing such estimate, which will be paid after the Proposer in good faith satisfactorily completes the Preliminary Construction Estimate and RFP process; provided, however, that the successful Proposer will not receive such a stipend. After receiving the Preliminary Construction Estimates, the Team and Authority will review and evaluate the quality of those estimates, and schedule interviews with the responding firms. As a result of that review and evaluation process, the Authority and Team will enter into contract discussions and negotiations as permitted by the Act, with one or all shortlisted firms, and will ultimately recommend to the Authority one such firm to become the Construction Manager with whom the Authority will enter into a Construction Services Agreement.

D. Scope of Preconstruction Services

The Construction Manager shall be required to perform the preconstruction services in accordance with the terms and conditions of the Construction Services Agreement. Those preconstruction services to be

provided by the selected Construction Manager and its sub consultants will include, but are not limited to:

- Advising on site use and improvements, project phasing, selection of materials, building systems, and equipment including, without limitation, delivery of a detailed site logistics plan, project phasing plan, and a risk assessment and value added plan.
- Providing recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to costs including costs of alternative designs or materials and potential reuse of any existing structure, equipment, or systems.
- Preparing construction cost estimates based upon the 50% Schematic Design Documents, Final Schematic Design Documents, 50% Design Development Documents, and 100% Design Development Documents.
- Assist the Authority and Team in developing, and participate in, a value engineering process (“Value Engineering”) that analyzes the feasibility of alternative systems, equipment and materials to identify such alternative systems, equipment and materials of equivalent quality, and having equivalent characteristics, to those specified in the Design Documents that can be fully specified, obtained, and installed at a lower price or, in the sole judgment of the Authority and Team, more-desirable operating characteristics or greater functionality or any combination of these.
- Assist in Value Engineering whereby the Design Documents are reviewed by the Construction Manager, Architect, Authority, and Team (the “Project Team”) for the purpose of bringing estimated Construction Cost within the Fixed Construction Budget including, but not limited to, making proposals that are designed to reduce Construction Cost and enhance the Project.
- Developing a construction schedule in a critical path method format that tracks activities, resources, and durations to achieve substantial completion of the Project, including realistic activity sequences, and durations allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead time procurement (the “Construction Schedule”), by the Required Completion Schedule.
- Using the Design Delivery Schedule set forth in the Design Services Agreement as a starting point, develop a Project time schedule (the “Project Schedule”) that integrates the Authority’s and Team’s events and activities as well as the Architect’s design efforts with the Construction Schedule to achieve the critical dates in the Required Construction Schedule.
- Updating the Project Schedule and Construction Schedule and complying with any City of Minneapolis inspection and fire department requirements necessary for Stadium completion and occupancy.

- Based on the GMP Pricing Documents, which are currently expected to consist of the 100% Design Development Documents and Early Bid Packages scheduled to be released in August 2013, prepare a GMP Proposal that includes the Construction Manager's certified guaranteed maximum price and Construction Schedule, subject only to those specific contingencies, allowances, qualifications, and assumptions as are set forth in the GMP Proposal and accepted by the Authority and Team. The GMP Proposal should include a detailed procurement strategy for all subcontracted costs in compliance with the Construction Services Agreement.
- As described more fully elsewhere in this RFP and in the Construction Services Agreement, if the Construction Manager submits a GMP Proposal which, after review and negotiation with the Authority and Team, is deemed acceptable to the Authority and Team, in their sole discretion, then the Authority will enter into a GMP Amendment to the Construction Services Agreement with the Construction Manager.

Unless allowed by the Construction Services Agreement, the Construction Manager will not be permitted to self-perform work on the Project with the exception of typical general conditions functions. As set forth in the Construction Services Agreement, the selected Construction Manager shall solicit and select its subcontractors and subconsultants after entering into the Construction Services Agreement, and all such selections shall be subject to pre-approval by the Authority and Team. In that regard, it is anticipated that the selected Construction Manager shall prepare and distribute solicitations to multiple firms or persons to act as its subcontractors and subconsultants, and review and evaluate responses in collaboration with the Authority, the Team, and their representatives. Based on this process, the Construction Manager will make recommendations for approval, which approval will not be unreasonably withheld. The Construction Manager will be required in the Construction Services Agreement to follow the plan issued by the Authority to encourage and promote participation of MBEs and WBEs in the construction of the Project; the Act requires that the Authority's plan contain goals for MBE, and WBE, and project workforce participation. The Construction Manager shall be required to follow the requirements of the Act and the Construction Services Agreement in the solicitation of all subconsultants and subcontractors.

The Architect will be expected to provide plans, drawings, specifications, sketches, and renderings for the Schematic Design Documents and Design Development Documents to allow the Construction Manager to prepare cost estimates to test and ensure the programmatic goals can be met within budget.

E. Requested Qualifications

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

- Experience as the construction manager or general contractor on a project or projects with a construction cost of greater than \$300 million.

- Experience as the construction manager on a professional or major collegiate sports venue with a seating capacity in excess of 15,000 seats.
- Demonstrable construction experience with buildings constructed to LEED Certified, or better, standards.
- In-house capacity to produce necessary estimates and schedules, which does not preclude any firm from also identifying potential subconsultants that could assist in producing such estimates and schedules.
- Bonding capacity or ability to obtain bonding capacity to the full amount of the Fixed Construction Budget.
- Experience in value engineering and constructability reviews.

F. RFP Timeline

Advertise and issue Request for Proposals	December 6, 2012
Issue Addendum No. 1	December 18, 2012
Proposers submit Indications of Interest and Qualifications	December 20, 2012 4 p.m. CST
Written Questions Due	December 28, 2012 1 p.m. CST
Pre-proposal Meeting (Halsey Hall room- Metrodome)	January 4, 2012 1 p.m. CST
Proposals Due	January 8, 2013 4 p.m. CST
Interviews of shortlisted Proposers	January 11, 2013
Final negotiations	January 12-24, 2013
Selection of Construction Manager	January 25, 2013
Construction Start	On or about October 1, 2013
Project Substantial Completion	July 1, 2016

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

G.1 Submittal Requirements – Indication of Interest and Qualifications

The following items shall be included in the Proposer’s Indication of Interest and Qualifications:

- 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 venturer and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified for the Project.
- Complete and provide a Proposer’s Qualification Statement using AIA Document A305. Include last two fiscal years as well as current year to date financial statement or documentation demonstrating the overall financial strength of Proposer.

- 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 professional and major collegiate sports venue projects constructed or whose construction was managed by Proposer during that last 10 years or that are currently under construction or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description listing dates of construction, seating capacity, project gross square footage, construction cost, total construction management fee, and project delivery system. Proposers shall be specific about which projects have been worked on by current employees while employed by your firm vs. those that were worked on while employees of another employer. 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 bonding 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.
- Describe in detail how your firm meets or exceeds the qualifications requested in part E of this RFP.
- Complete and submit a fully executed Acknowledgement and Attestation Form (Exhibit E)
- Complete and submit a fully executed Confidentiality Agreement (Exhibit F)
- Submit response to State of Minnesota Affirmative Action Data form (attached Exhibit J) and Statement of Non Collusion (attached Exhibit I)
- Provide the total dollar amount of full construction management revenues billed by Proposer and by each of its offices for the calendar year 2011. Provide the dollar amount or percentage of these revenues related to similar professional or major collegiate sports venues with seating of 15,000 or greater. Provide estimated workload and revenue for currently contracted professional and major collegiate sports facilities work for the years 2012 to 2016.

G.2 Submittal Requirements - Proposal

Those Proposers that have been shortlisted shall include the following items in their Proposal. As described below, the Authority and Team 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 – Preconstruction and Construction:	500 points
Commercial Terms – Financial and Contractual:	500 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest three scores, as determined by the Authority and Team in their sole discretion, will then be selected to enter into final discussions and negotiations with the Authority and Team, as a result of which the Authority and Team will select the Proposer whose final Proposal is most advantageous to the Authority and Team as permitted by the Act.

Project Delivery – Preconstruction and Construction – 500 Points

1. Similar Project Experience. Describe Proposer’s experience with CMAR, fast track projects, and discuss Proposer’s view as to appropriate ways to proceed with this Project. (25 points)
2. Project Personnel. Provide names (label as Exhibit G-3) and resumes of key personnel who would be directly responsible for the work. Include in resumes only projects related to professional or major collegiate sports venue projects, firm worked for, and project title/responsibility. Professional shall mean a professional sports franchise playing in a facility with a seating capacity in excess of 15,000 seats. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects team members are assigned to currently for years 2012 to 2016. Any other relevant experience pertinent to this Project shall be listed under “Other Significant Experience.” (30 points)
3. Project Specific Risks. Identify and describe the risks Proposer perceives as being significant for this Project, and how Proposer intends to mitigate, manage, and control the risks. Include a discussion of how Proposer would generate interest in the Project to create a competitive environment for the benefit of the Project, Proposer’s approach to negotiation of a project labor agreement, and Proposer’s approach to ensuring, to the extent practicable, that American made steel made from Minnesota iron ore is used in the Project. (45 points)
4. Project Procurement. Based upon Proposer’s review of the Construction Services Agreement, the Conceptual Design Documents, and the Preliminary Project Schedule, provide a detailed description of the proposed bid packages and the plan to secure performance on a timely basis. Identify long-lead items and proposed materials that may be difficult or costly to procure and describe Proposer’s approach to the management of these procurements. (40 points)

5. Project Controls. Describe Proposer's approach and methodology for implementing project controls relating to budget and schedule compliance, with examples of Proposer's experience in successfully constructing or managing sports venues or comparable facilities that were constructed within the established budget and fulfilled the defined project program. (40 points)
6. Preliminary Site Logistic Plan and Construction Schedule. Please provide Proposer's preliminary site logistic plan and preliminary construction schedule generally demonstrating Proposer's strategy for completing the Project within the Required Project Schedule as confirmed in Proposer's response to Exhibit G (Preliminary Master Project Schedule). (40 points)
7. Approach to Preconstruction Services. Describe Proposer's capability and approach to providing preconstruction services, including cost estimating, constructability review, scheduling, value engineering, and other pre-construction planning. With respect to cost estimating during Schematic Design and Design Development phases, describe Proposer's experience in providing estimates for projects comparable to the Project, and how those estimates compared to the eventual construction costs or GMPs. (50 points)
8. Construction Safety. Describe Proposer's approach to maintaining a safe working environment and quality control. Include a discussion of any major safety items that are unique to completing this Project and Proposer's plan to address these items. List Proposer's OSHA Total Recordable Incidence Rate and Days Away Restricted or Transferred Incidence Rate for 2010 through 2012. Attach copies of Proposer's Form 300A Summary for these years as well. List Proposer's workers' compensation EMR for 2010 through 2012 and attach documentation for these years from Proposer's insurance carrier on their letterhead with their representative's signature and title. List the number of OSHA citations Proposer has received since January 1, 2010, and for each citation identify the date of the inspection, the state in which the inspection occurred, the type of citations. Attach copies of the citations, and describe the corrective actions taken and the resolution of such citations. (50 points)
9. Technology and BIM. Describe Proposer's capabilities and experiences in use of technologies such as Building Information Modeling. (25 points)
10. Construction Changes and Disputes. Describe Proposer's practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders from the CM or subcontractors and construction related disputes. (20 points)
11. Sustainability. Describe Proposer's work and projects in following sustainable design practices achieving LEED certification. In particular note any sports facilities projects that have attained LEED certification. List certification level and methodologies utilized to achieve LEED certification. (25 points)

12. History of Disputes. Detail any mediation, arbitration, or litigation results or proceedings in process since year 2007, specifically including the claims and status of any currently pending mediation, arbitration or litigation proceedings. (10 points)
13. Preliminary Construction Estimate. Based on the Conceptual Design Package to be issued in Addendum 2 and Proposer's knowledge of current market conditions, provide a Preliminary Construction Estimate in the format attached hereto as Exhibit M. The estimate should include those cost elements described in your responses to paragraphs 15 through 22 below, to the extent applicable. The Preliminary Construction Estimate will be evaluated based on its usefulness in providing the Project Team the necessary information to move the design forward consistent with the Fixed Construction Budget and to make value-based decisions with regard to design options. (100 points)

Commercial Terms – Financial and Contractual– 500 Points

14. Fee for Preconstruction Services. Specify a fee as a lump sum for preconstruction services. (35 points)
15. Fee for Construction Services. Specify a fee as either a lump sum, a percentage of the Cost of the Work, or a combination of both for construction phases services as more fully set forth in the form of Construction Services Agreement, which shall be provided by Addendum. (85 points)
16. General Conditions Costs. Specify the amount proposed to be paid for the itemized general conditions Cost of the Work set forth in the Project Cost Identification Matrix attached hereto as Exhibit C pursuant to the Construction Services Agreement. Please include individual staff billing rates for any personnel proposed for the Project. (85 points)
17. Construction Contingency. Specify a percentage for Construction Manager's Construction Contingency based on the Cost of the Work, as described in the Construction Services Agreement, that Proposer would include in the GMP Proposal, based on the processes described in this RFP and more fully set forth in the Construction Services Agreement. (85 points)
18. Change Order Mark-ups. Provide the mark-up percentages that the Construction Manager would charge for fees and general conditions for additive and deductive Contract Revisions (change orders), including the possible assignment to the Construction Manager of furniture, fixtures and equipment packages initially excluded, and describe what mark-ups would apply to subcontractors. (10 points)
19. Cost of Builder's Risk Insurance. Indicate the cost (per \$1,000 of hard construction costs) for Proposer to provide builder's risk insurance, should it be required by the Stadium Developer. (5 points)

20. Cost of Liability Insurance. Indicate Proposer's actual out of pocket cost for each of Proposer's commercial general liability, employer's liability, worker's compensation, business automotive liability and professional liability insurance expressed as a cost per \$1,000. (10 points)
21. Payment and Performance Bonds. Indicate the cost of Proposer's payment and performance bonds (per \$1,000 of hard construction costs); indicate whether Proposer will intend to request bonds from major Subcontractors, how much of the construction cost performed by Subcontractors will Proposer request to be bonded, and their likely bond costs (per \$1,000 of hard construction costs); and indicate whether Proposer will use a Subguard or a similar program and the cost of that program. (5 points)
22. Comments on Form of Construction Services Agreement. Review the form of the Construction Services Agreement and describe any and all revisions that Proposer would propose as necessary or appropriate for the Proposer to enter into the agreement. The Authority and Team reserve the right to reject any Proposal that, after discussion and negotiation, remains unacceptable. The Authority and Team anticipate that any such revisions would be discussed and negotiated prior to the final scoring of Proposals. Resolution of contract terms acceptable to the Authority and Team is a condition of the final selection of a Construction Manager. Issues that are not identified in the response to this RFP will not be open for discussion or revision at a later date. (180 Points)

Equitable Contracting and Hiring – Pass/Fail

23. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also describe Proposer's history of achieving goals for MBE and WBE construction participation as established by a plan (an "Equity Plan") on similar projects, and Proposer's proposed strategies for making good faith efforts to employ women and members of minority communities when hiring to comply with the Authority's Equity Plan. Each short listed Proposer will be contacted by a committee created by the Authority and Team to request, review, and evaluate in detail each Proposer's intended practices and history in complying with Equity Plans. Based on interviews of and information collected from short listed Proposers, the committee will recommend for the Authority's and Team's consideration either that the Proposer not be considered for award or that the Proposer continue to be considered in the evaluation process. The committee's recommendation will be based on its determination that the Proposer fully comprehends, has appropriate strategies for, and will commit to make good faith efforts to meet the Authority's Equity Plan. If the committee recommends that a Proposer not be considered for award of the Project, the Proposer may address the committee's concern in subsequent interviews with the Authority and Team. (Pass/Fail)

According to the Act, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers and the content of all Proposals is nonpublic data under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority. The

Authority and Team may change their 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.

This Request for Proposals, 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 and Team.

Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal to the Authority and Team and all presentation, related costs, and travel expenses are that Proposer's sole expense and neither the Authority nor the Team shall, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the Preliminary Construction Estimate and otherwise complete the RFP process. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to this RFP.

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

A Preliminary Master Project Schedule is attached as Exhibit G to this RFP. The Preliminary Master Project Schedule provides a general overview of the major sequencing and activities associated with the complete development, planning, design, engineering, construction, and start-up of the Project.

Each Proposer by submitting a Proposal in response to this request confirms that based upon Proposer's review of this RFP and its attachments, Proposer believes that a final GMP can be and is likely to be achieved within the Fixed Construction Budget, taking into account Proposer's proposed fees, general conditions, and contingency as requested above, and the fact that the Project must be completed in accordance with the Required Project Schedule.

H. Project Insurance

As described in the form of Construction Services Agreement, the SDC Group may elect to use an Owner or Contractor Controlled Insurance Program for the Project, on terms and conditions to be finalized in consultation with the Construction Manager. The Fixed Construction Budget and estimate include General Liability and Worker's Compensation Insurance for the Construction Manager and all of its Subcontractors.

I. Project Labor Agreement

The Authority and Team will require the Construction Manager to negotiate and enter into a Project Labor Agreement for the Project as part of its construction services. The Project Labor Agreement shall be subject to the approval of the Authority and Team.

J. Payment and Performance Bonds

By Minnesota statutes and the Act, payment and performance bonds will be required from the Construction Manager in the amount of 100% of the GMP when certified pursuant to the GMP Amendment.

K. Pre-proposal Meeting

A Pre-proposal Meeting will be held January 4, 2013 at 1 p.m. CST in the Halsey Hall room located at the Metrodome. The Halsey Hall room is located adjacent to the loading dock off 5th St. and 11th Avenue. Parking is available in the main lot located on the East side of the Metrodome proximate to the loading dock. Attendance at this meeting by representatives of each shortlisted Proposer is mandatory. Proposals from Proposers who do not attend may not be accepted.

L. Proposal Deadline

Proposals are due by 4:00 p.m. CST, January 8, 2013. One electronic copy and 12 bound copies of each document should be enclosed in a sealed envelope addressed to:

Construction Management Services Proposal

Steven C. Maki, PE
Minnesota Sports Facilities Authority
900 South 5th St.
Minneapolis, MN 55415

One electronic copy and 4 bound copies should also be sent and addressed to:

Construction Management Services Proposal

Don Becker, Project Executive
Garden Homes Development
13-15 West 54th Street – First Floor
New York, NY 10019
Fax: 212.586.5868

With an additional electronic copy and 8 additional bound copies sent and addressed to:

Construction Management Services Proposal

Don Becker, Project Executive
Minnesota Vikings Football, LLC
Minnesota Vikings - Winter Park
9520 Viking Drive
Eden Prairie, MN 55344

M. Selection Criteria

The Authority and Team will review the Indications of Interest and Qualifications from all Proposers, and will short list the number of Proposers. Those Proposers that are short listed will be expected to have the key project personnel available for presentations, interviews, discussions, and negotiations tentatively scheduled January 11, 2013. Times for individual interviews are to be determined, but Proposers will tentatively be allowed a block of 2 hours for presentation and ½ hour for questions and answers. Representatives of the Authority and the Team will be in attendance for the interviews. Interviews will be conducted in the Authority's Halsey Hall room. The Authority and Team will determine the Proposer(s) with whom the Authority and Team would intend to negotiate final terms and conditions based on the criteria set forth in Section G.2 above. Based upon such negotiations, the successful Proposer with whom the Authority will award and enter into the Construction Services Agreement will be determined. Approval of this award is tentatively scheduled for the Authority's regularly scheduled meeting of January 25, 2013.

As described in this RFP, the Authority and Team intend to use a competitive scoring and negotiation process in its evaluation of competing proposals to determine which final Proposal will be most advantageous to and in the best interest of the Authority and Team. The Authority and Team shall consider the stated and weighted criteria listed in Section G.2 in making their selection of the successful Proposer. Notwithstanding anything herein to the contrary, in accordance with the Act, the Authority and Team reserve the right to select the Proposer that provides the Authority and Team the most advantageous Proposal, determined with the aid and use of discussions and negotiations with Proposers. As described herein, price, and factors other than price, will be relevant to the evaluation of Proposals. In addition, no Proposer shall be entitled to rely on any oral representations or statements made by the Authority or Team during the RFP process. After the commencement of this RFP process, all communications shall be by e-mail to the persons listed in Section N below. If any Proposer attempts any unauthorized communication, the Authority and Team may reject that Proposer's proposal. The Authority and Team shall have the sole discretion to determine the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge. Any protest or challenge to the procedures set forth in this RFP must be submitted in writing to the Authority and Team within seven days after receipt of the RFP; otherwise such protest or challenge shall be deemed waived. By submitting an Indication of Interest and Qualifications, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFP. The Authority and Team shall decide all matters raised in any protest or challenge in question, and their decision shall be final and not appealable unless arbitrary and capricious. In no event shall any Proposer be entitled to attorneys' fees, bid preparations costs, or other damages in a

protest of an award pursuant to this RFP. The Authority and Team reserve the right to waive any irregularities or information in the Proposals presented by any Proposer.

N. Questions or Inquiries

All questions must be submitted in writing no later than 1:00 p.m. CST, December 28, 2012 to:

Steven C. Maki, PE
Director of Facilities & Engineering
900 South 5th St.
Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

With copies to:

Don Becker, Project Executive
Minnesota Vikings Football, LLC
Minnesota Vikings - Winter Park
9520 Viking Drive
Eden Prairie, MN 55344
Fax: 952.828.6513
Email: beckerd@vikings.nfl.net

Any media request of the Proposers shall be directed to the CEO/Executive Director of the Authority and Team Project Executive during the receipt, analysis, selection and subsequent contract negotiation until award of said contract is approved by the Authority and Team.

O. 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 is given by the Authority. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

P. List of Exhibits

Exhibit A	Preliminary Program
Exhibit B	Preliminary Site Plan
Exhibit C	Project Cost Identification Matrix (to be issued in Addendum 1)
Exhibit D	Form of Construction Services Agreement (to be issued in Addendum 1)
Exhibit E	Acknowledgement and Attestation Form
Exhibit F	Confidentiality Agreement
Exhibit G	Preliminary Master Project Schedule
Exhibit H	[Reserved]
Exhibit I	Non Collusion Statement
Exhibit J	Minnesota Department of Human Rights form

Exhibit K [Reserved]
Exhibit L [Reserved]
Exhibit M Form of Conceptual Design Estimate (to be issued in Addendum 1)

EXHIBIT A

Minnesota Multipurpose Stadium

Preliminary Program

Prepared for
Minnesota Sports Facilities Authority

And

Minnesota Vikings Football, LLC

Table of Contents

- I. **Project Summary**
- II. **Program Elements**
- III. **Food Service and Merchandising**
- IV. **Multipurpose Event Facilities**
- V. **Team Facilities**
- VI. **Media Facilities**
- VII. **Operations Staff Facilities**
- VIII. **Mechanical and Electrical Systems**
- IX. **Audio/Visual and Information Technology Systems**
- X. **Sponsorship Related Building Systems**

I. Project Summary

a. Project Description

The project (“Project”) means (1) the development, design, construction, outfitting and commissioning of a multipurpose stadium suitable for National Football League (“NFL”) football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities to be designed, constructed, and financed under the Stadium Legislation (the “Stadium”), (2) the open air plaza and event space adjacent to the Stadium (the “Stadium Plaza”) and (3) such other plazas, parking structures, rights of way, connectors, skyways and tunnels, and other such property, facilities, and improvements, owned by the Authority or determined by the Authority, as reasonably necessary to facilitate the use and development of the Stadium as contemplated by the Stadium Legislation (the “Stadium Infrastructure”).

b. Location

- Downtown Minneapolis, including all or portions of the current site of the existing stadium and adjacent areas, bounded generally by Park and Eleventh Avenues and Third and Sixth Streets.

c. Uses

- Multi-purpose venue capable of hosting NFL football games and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.
- Primary tenant will be the Minnesota Vikings NFL franchise.
- The multipurpose design should include capability to be utilized for the following events:
 - NFL Super Bowl
 - NCAA Men’s and Women’s Basketball Championship
 - Professional and amateur soccer, including Major League Soccer (“MLS”)
 - Motorsports events
 - Trade shows, community, or cultural events
 - Amateur and collegiate baseball and football
 - Other national and international events

d. Stakeholders

- State of Minnesota (“State”)
- City of Minneapolis (“City”)
- Hennepin County (“County”)

- Minnesota Sports Facilities Authority (“Authority”)
- Minnesota Vikings Football, LLC (“Team”)

e. Project Requirements

The Stadium must be designed to meet or exceed all NFL rules and regulations, including the NFL Constitution, NFL By-Laws, the NFL Facility Guidelines and any other rules, guidelines, regulations or requirements of the Office of the Commissioner of the NFL and his appointees, that are generally applicable to NFL franchises, all as the same now exist or may be amended or adopted as part of the Minimum Design Standards. The Project must also meet or exceed the Minimum Design Standards to be established by the Authority and the Team, which shall include, without limitation, unless otherwise agreed by the Authority and the Team:

- The Stadium shall comprise approximately 1,500,000 square feet with approximately 65,000 seats, expandable to 72,000 seats
- The Stadium shall have approximately 150 suites and approximately 7,500 club seats or other such components as agreed to by the Authority and the Team
- To the extent practicable, the Authority and the Team will strive to make the stadium design architecturally significant
- To the extent practicable, the Authority and the Team will design and build a Stadium that is environmentally and energy efficient and will make an effort to build a Stadium that is eligible to receive the Leadership in Energy and Environmental Design (LEED) certification or the Green Building Initiative Green Globes certification for environmental design, and to the extent practicable. The stadium design must to the extent of having a payback of 30 years or less follow sustainable building guidelines established under Minnesota Statute 16B.325.
- A roof that is fixed or retractable.
- Space for NFL team museum and Hall of Fame.
- Patron parking, including 2,000 parking spaces within one block of the Stadium, connected by skyway or tunnel to the Stadium, and 500 parking spaces within two blocks of the Stadium, with a dedicated walkway on game days
- Elements sufficient to provide for community and civic uses as determined by the Authority

II. Program Elements

a. Seating Bowl

- Seating capacity of approximately 65,000 including general, club and suite seating

b. General Seating

- All fixed seating to be riser-mounted self-rising chairs including upper and lower bowl
- Aisle width per building code
- First row of seats no less than 4 feet 6 inches above field
- All seats to have cup holders
- Minimum tread depths:
 - Lower Bowl: Minimum 33 inches
 - Upper Bowl: 33 inches
- Minimum Seat Width:
 - Lower Bowl: 19 inches
 - Upper Bowl: 19 inches
- Typical number of seats per row will be even and no more than 24

c. Accessible Seating

- Accessible seating and companion seating to be provided in compliance with current ADA requirements

d. Suites

- Up to 150 suites as itemized below:
 - Private Suites: Sizes to vary (generally 12 to 24 individual seats, with some smaller suites having 6 to 8 seats) final number, capacities and amenities to be determined
 - Event Suites: To be determined
 - Bunker Suites: Approximately 14 (20 to 24 seat individual capacity). Preference for sideline locations with access to front row seating directly above.
 - NFL home team owner suite and visiting team owner suite
- Typical Suite:
 - Combination of fixed stadium seats and barstools
 - Minimum Seat Width: 22 inches, fully upholstered
 - Operable glass enclosure on field side to be operated by suite holder
 - Minimum amenities: full size refrigerator, under-counter ice maker, sink, two flat screen televisions, Toilet facilities generally not included within suites
- Loge Box Seating

- Depending on market demand, Stadium may include Loge Box Seats
 - Similar to opera box seating in a theater with 6 to 8 seats
 - Amenities may include a drink rail, food and beverage counter, refrigerator, and television monitor
 - May require access to club lounge

e. Club Seating/Club Lounge

- Seating
 - Seating to be located on sidelines in lower and mid seating bowls
 - Total capacity approximately 7,500 club seats based upon market study
 - Seats to be a minimum of 21 inches wide Tread depth minimum of 34 inches
 - Typical number of seats per row will be even and no more than 20 seats
- Club Lounge
 - Club lounges of sufficient number and size required to provide premium services to all club seating patrons
 - Include bars, concessions, pre-game buffet and toilets
 - Clubs must include facilities for in-seat service wait staff

f. Concourses

- Concourses to appropriately service patrons with toilets, concessions, merchandise stores, sponsor displays and audio/visual elements of game experience
- Adequate width and clear passage to allow proper circulation and include areas for promotional activities, gathering ,load in/out capabilities, and advertising
- Provide locations that can accommodate portable concessions

g. Toilets

- Toilets for men (50%) and women (50%) to be provided with proper distribution on every concourse level in compliance with local building codes
- Toilet Facilities to be designed to be comparable with other current NFL facilities

- General Seating Areas:
 - Lavatories: 1 per 150 Females; 1 per 200 Males
 - Water Closets: 1 per 60 Females; 1 per 350 Males
 - Urinals: 1 per 75 Males
 - Tempered Water
 - Club Seating Areas:
 - Lavatories: 1 per 75 Females; 1 per 150 Males
 - Water Closets: 1 per 50 Females; 1 per 185 Males
 - Urinals: 1 per 55 Males
 - Hot and Cold Water Service
 - Suite Levels:
 - Lavatories: 1 per 50 Females; 1 per 100 Males
 - Water Closets: 1 per 35 Females; 1 per 150 Males
 - Urinals: 1 per 40 Males
 - Hot and Cold Water Service
 - Janitor's closet to be provided for every pair of public toilet rooms (on average)
 - Family toilets
 - ADA accessible unisex toilet facilities to be provided for accessible or family use
 - Minimum of 1 Family Toilet for each quadrant on each level of general seating
 - Minimum 1 Family Toilet per Club
- h. Ingress/Egress**
- Stadium entries and exits should take advantage of existing points of interest and tie into existing transportation infrastructure
 - Entries and exits must accommodate large crowds, ticket taking, and security
 - Provision for major sponsorship opportunities to be considered
- i. Patron Vertical Transportation**
- Passenger Elevators
 - To be designed per code to optimally transport spectators to each level
 - Minimum size of 6 feet x 8 feet with minimum capacity of 3500 pounds
 - Elevators to be equipped with audio feeds to stadium broadcast
 - Escalators
 - To be compliant with all current code requirements

- Minimum of 40 inches in width and must be reversible
- Designed to optimally transport spectators vertically to all levels of the stadium
- Stairs/Ramps
 - To be compliant with all current code requirements
 - Ramps to be designed to accommodate maintenance, and concession vehicles, and forklifts
 - a. Minimum width of 13 feet
 - b. Minimum Height of 10 feet
 - To be a mix of internal and external circulation, but all suite and club stairs should be interior only

j. Ticketing

- Central Ticketing office to be located at street level for easy public access
- Central Ticketing must accommodate minimum 22 ticket windows and office staff with four private offices, conference room, restrooms, break area, counting room, server room, vault, and settlement room with secure access to armored car pickup
- Day of game kiosks to be located near major entries
- Ticket will call to be located adjacent to Central Ticketing

k. Guest Services

- Information Stations at each public level provided to serve guest needs
- First Aid
 - Located on service level with convenient access to elevators and ambulance
 - Auxiliary first aid stations to be located throughout stadium
- Communications (, mobile charging stations)
- ATMs
- Drinking Fountains
 - Non-Refrigerated: to be provided on event level and all general concourses
 - Refrigerated: to be provided on all club concourses and suite levels
 - Must comply with local code and/or be at least two per concourse quadrant

III. Food Service and Merchandising

a. Food/Beverage

- Concessions – to be primarily designed by food service operator, however space must be designed to appropriately serve patrons from multiple locations throughout stadium with following minimum ratios:
 - General Seating: 1 POS per 175 spectators lower bowl; 1:200 POS upper bowl
 - Club Seating: 1 POS per 125 spectators
 - Fixed concessions must have sufficient MEP and food service infrastructure to support sales
 - Portable concessions to be placed throughout stadium with electrical and tel/data services provided
 - Restaurant
 - A full service restaurant to be conveniently located to accommodate ticketed, game day patrons
 - Restaurant to be open for patrons from convention center and private events
 - Street access with dedicated elevator and stair access
 - Dedicated full service kitchen adjacent to the restaurant
 - Dedicated restrooms
 - Bars
 - To be provided in Club Levels and Suite Level
 - Club Lounges
 - Club lounges with sufficient food and beverage services to accommodate all club seating patrons
 - Include bars, concessions, pre-game buffet and toilets
 - Club lounges must include facilities for in-seat service wait staff
- b. Kitchens/Commissaries**
- Central Kitchen/Commissary
 - Located on event level convenient to loading dock and freight elevators
 - Equipped for preparation of food for concessions, clubs, suites, catering, and restaurants
 - Includes concession employee lockers, toilets, laundry, and offices also preferably at event level
 - Storage and staging for dry goods, frozen and refrigerated foods, pallets, alcoholic beverages and carts
 - Vendor Commissaries
 - On all general concourse levels with a minimum of 15 square feet per vendor position
 - On premium seating levels, these areas will be for in-seat wait staff

- Pantries
 - On suite levels and each club lounge to provide support for in-suite catering and pre-game buffets in club lounges
 - One large pantry in each club lounge with supporting smaller club pantries
 - Empties Storage– recycling and waste facilities
 - Cart Storage and Wash Down Arenas
- c. Merchandising**
- Team Store
 - Central store on street level accessible on game days and non-game days
 - Merchandise Stands
 - Provided at fixed and mobile locations throughout stadium near major entries
 - One merchandise stand in each club lounge
 - Merchandise Storage on event level to accommodate team store and mobile merchandise

IV. Multipurpose Event Facilities

a. Event Floor/Field

- Accommodate multiple configurations for sports and conventions
- Designed to accommodate all NFL, NCAA, MLS and Minnesota State High School League facility standards
- Two entrances to accommodate large truck access to event floor

b. Stage/Rigging

- Designed to accommodate large touring concert and entertainment acts in end and center stage configurations

c. Scoreboard/AV

- State-of-the-art technology comparable to current stadiums
- Consideration to be given to exterior video display capabilities especially visible from the stadium plaza.

d. Control Rooms

- Located on event level and press level to accommodate Scoreboard and AV control equipment

e. Public Announcer Booth

V. Team Facilities

a. Home NFL Locker Room

- Comparable to recent NFL stadiums with minimum 65 permanent lockers and 30 temporary lockers
 - Shower, toilet and drying area with discreet access from press areas
 - Elements to include:
 - Training Room
 - Head Athletic Trainer/Team Physician Room
 - Trainers' Changing Room
 - Hydrotherapy Room
 - Exam Room
 - Storage Supply and Equipment Storage
 - Stretching Room
 - Laundry
 - Coaches Locker Rooms with work and lounge areas
 - Staff Locker Room
 - Offices for Head Coach and Equipment Manager
 - Direct access to interview room and secure exit
 - Access to truck loading
- b. Auxiliary Locker Rooms (2)**
- Two locker rooms with minimum 60 permanent lockers each sub dividable into locker rooms of 30 lockers each
 - Shower, toilet and drying area (in both)
 - Training Room (in both)
 - Storage (in both)
 - Coaches' lockers, showers and toilet (in both)
- c. Visitors NFL Locker Rooms**
- Comparable to recent NFL stadiums with 80 permanent lockers Design should allow for room to be divided into two locker rooms
 - Shower, toilet and drying area with discreet access from press areas
 - Elements to include:
 - Training Room
 - Exam Room
 - Staff Locker Room
 - Supply storage room and Equipment storage room
 - Coaches Locker Rooms
 - Office for Head Coach with dressing room
 - Direct access to interview room
 - Access to truck loading
- d. First Aid**

- First Aid/X-ray Room near team facility with compliance to NFL, NCAA, and MLS regulations
- e. **Officials/Game Crew Locker Rooms**
 - Officials locker room to have minimum 10 lockers with shower and restroom facilities
 - Officials Meeting Room
 - Game Crew locker room to have 10 lockers with shower and restroom facilities
- f. **Cheerleaders Locker Room**
 - 40 permanent lockers with space for make-up/hair and shower/restroom facilities
- g. **Family Waiting Room for players' and coaches' families**; include separate child care room accessible to parking and family waiting room
- h. **Owner's Lounge**
- i. **Staging Area**
- j. **Field Toilets with direct access to both bench areas**
- k. **VIP/Team Parking**
- l. **Coaches Booths (2)** convenient to Home NFL Locker Room
- m. **Coaches Video Platforms**
- n. **Video Replay Booth**
- o. **Administrative Offices**
 - Year-round space for the Team administrative operations, sales, marketing and ticketing

VI. Media Facilities

- a. **Press Box**
 - Located on the upper suite level
 - Writing press to include minimum 200 writing stations
 - Each station to include one electric and two tel/data outlets
- b. **Broadcast Booths**
 - TV Broadcast Booths (one primary and one auxiliary) located at midfield
 - Six (6) Radio Broadcast Booths
- c. **Broadcast Truck Facilities**
 - Minimum Four (4) broadcast TV tractor/trailer truck positions with two expandable to 16 foot trailer width
 - Parking for a minimum of three (3) TV satellite trucks with clear sightlines to southern sky
 - Parking for up to six (6) local TV microwave trucks (exterior)
 - Parking for TV crew

- Power and Broadcast Infrastructure per NFL and HD Specifications
- d. TV Host Locations**
- 15x15 area to host three (3) cameras and four (4) talent positions
- e. Camera Positions**
- In compliance with NFL, NCAA, and MLS network broadcast requirements
- f. Interview Rooms**
- Home Team Interview Room adjacent to locker room to accommodate minimum 100 people seated or 150 standing
 - Coach/Player Interview Room
 - Visiting Team Interview Room to accommodate minimum 50 people seated and 75 standing
- g. Press Support**
- Media Work Room
 - Press Dining Room and Lounge for minimum 150 people
 - Media Function Room
 - Photographers Work Room
 - TV Cable Connection Room
 - Broadcast Crew Room
 - Equipment Storage
 - Restrooms

VII. Authority and Operations Staff Facilities

- a. Offices**
- Year round administrative offices for the Authority
 - Offices and cubicles for Stadium operations staff
 - Include conference room, break room, work room and storage
 - Food Service(s); main and fine dining
- b. Employee Locker rooms for men and women to accommodate minimum 100 staff**
- c. Gathering Rooms**
- Employee Break Room
 - Ticket Taker and Usher Briefing Room
 - Event Security Briefing Room
- d. Storage**
- Employee Uniform Storage and Laundry Facilities
 - Field Equipment Storage
 - Stage Storage and Support
 - General Storage

- e. **Security Command Center**
 - Two administrative offices
 - One central game day office
 - Restrooms
 - Four (4) holding cells
 - Roll-call room
 - BMS Control Rooms
 - Command Center to control access to loading dock and service tunnel
 - Stadium and Field Lighting Controls
 - Communications Systems
 - Fire Command Center
 - Public Address Systems
 - Monitors for Surveillance Camera Systems
- f. **Janitorial/Maintenance Facilities**
 - Four private offices and an open office area on event level for Maintenance
 - Engineers Office adjacent to main BMS control room in the Command Center
 - Maintenance shops for Machinery, Carpentry, Paint, Electrical and Plumbing
 - Central Supply Room
 - Janitors Closets on all levels near toilet facilities
- g. **Trash Collection/Recycling**
 - Main handling facility located near loading dock to accommodate separate treatment of trash and recyclable materials
 - Trash container and recycling container storage/staging on each level
- h. **Freight Elevators**
 - Minimum one freight elevator on each side of stadium that must stop on all levels and accommodate 12,000 pounds minimum
 - 10 feet wide by 20 feet deep
- i. **On-field Observation Booths**
 - Stadium Operations Booth
 - Security Observation Booth
- j. **Loading Dock**
 - Convenient access to field level and service areas with easy street access
 - Minimum of 6 truck bays with dock levelers and appropriate ventilation
 - Additional two truck docks for central commissary
 - Dedicated truck dock adjacent to NFL home team locker room

VIII. **Mechanical and Electrical Systems**

- a. Central Plant

- b. HVAC Distribution System
- c. Plumbing System
- d. Fire Protection
- e. Electrical Power distribution
- f. Emergency Power System
- g. Lighting
- h. Fire Alarm and Detection Systems

IX. Audio/Visual and Information Technology Systems

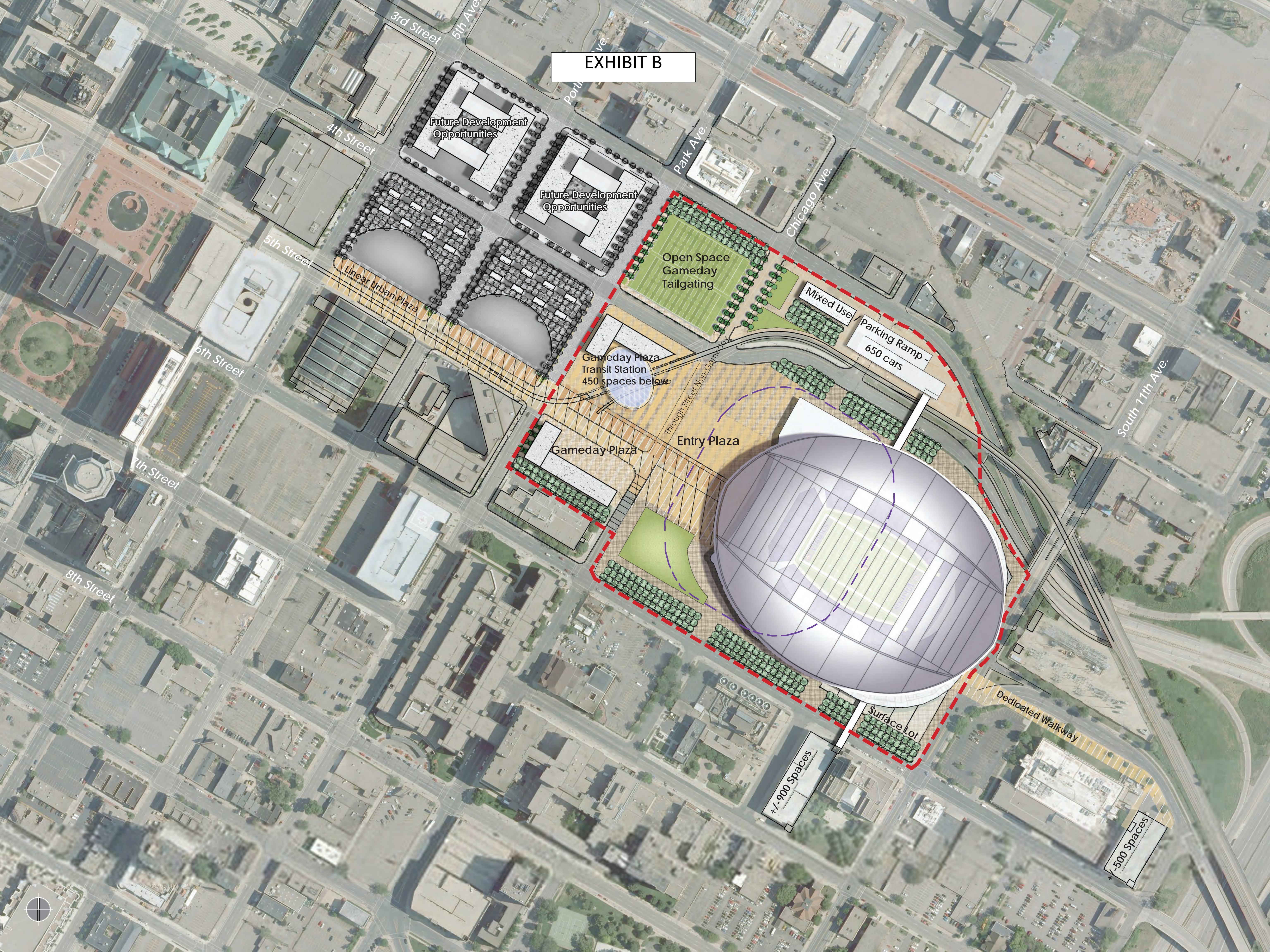
The Project shall incorporate state-of-the-art audio and high definition video systems, including, without limitation, the following:

- a. Distributed Audio System
- b. MATV
- c. Broadcast Distribution and Camera
- d. Communication Systems/Information Management
- e. Security and Surveillance
- f. Scoreboard and Video Systems
- g. Hi density wifi and neutral host Distributed Antenna System
- h. Space for potential on site studio production

X. Sponsorship Related Building Systems

- a. Branding and Theming opportunities
- b. Integrated video and fixed signage opportunities to support all Sponsors
- c. Identify prominent locations for naming sponsor and major sponsors

EXHIBIT B



Future Development Opportunities

Future Development Opportunities

Open Space
Gameday
Tailgating

Linear Urban Plaza

Gameday Plaza
Transit Station
450 spaces below

Mixed Use

Parking Ramp -
650 cars

Gameday Plaza

Entry Plaza

Surface Lot

+/- 900 Spaces

Dedicated Walkway

+/- 500 Spaces

EXHIBIT E

**NEW MINNESOTA MULTI PURPOSE STADIUM
ACKNOWLEDGEMENT AND ATTESTATION FORM**

(To Be Submitted With Indication of Interest and Qualifications)

In submitting these Qualifications for Pre-Construction Services the undersigned has certified that the Proposer has reviewed the Request for Proposals for Construction Services (“RFP”) dated December 3, 2012 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 hereby agrees to handle any and all information provided with this RFP and/or from the Authority or Team on a confidential basis.

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 _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

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

EXHIBIT F

CONFIDENTIALITY AGREEMENT (To Be Included Submitted With Indication of Interest and Qualifications)

This Confidentiality Agreement (the "Agreement") made and entered to as of the _____ day of _____, 2013, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Construction Manager") in connection with the design, construction and financing of the new 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".

The Authority is considering or has retained the Construction Manager to assist in consulting or working on the Project. Because the Construction Manager may have access to confidential and proprietary information of the Authority or Team as a result of the Project, the Construction Manager agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "Confidential Information" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants . Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the Construction Manager's act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.
1. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Construction Manager 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 Construction Manager shall not be considered a breach of this Agreement.
1. The Construction Manager 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 Construction Manager use less than reasonable care.
1. If the Construction Manager 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 Construction Manager 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.

1. The Construction Manager acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Construction Manager 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 Construction Manager 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 foregoing.
1. In the event of any litigation between the Project Participants and the Construction Manager 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.
1. All references to the Construction Manager 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 Construction Manager 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 _____, 2013

("Authority")

("Construction Manager") (Seal)

WITNESS:

(If Construction Manager is a corporation, complete below)

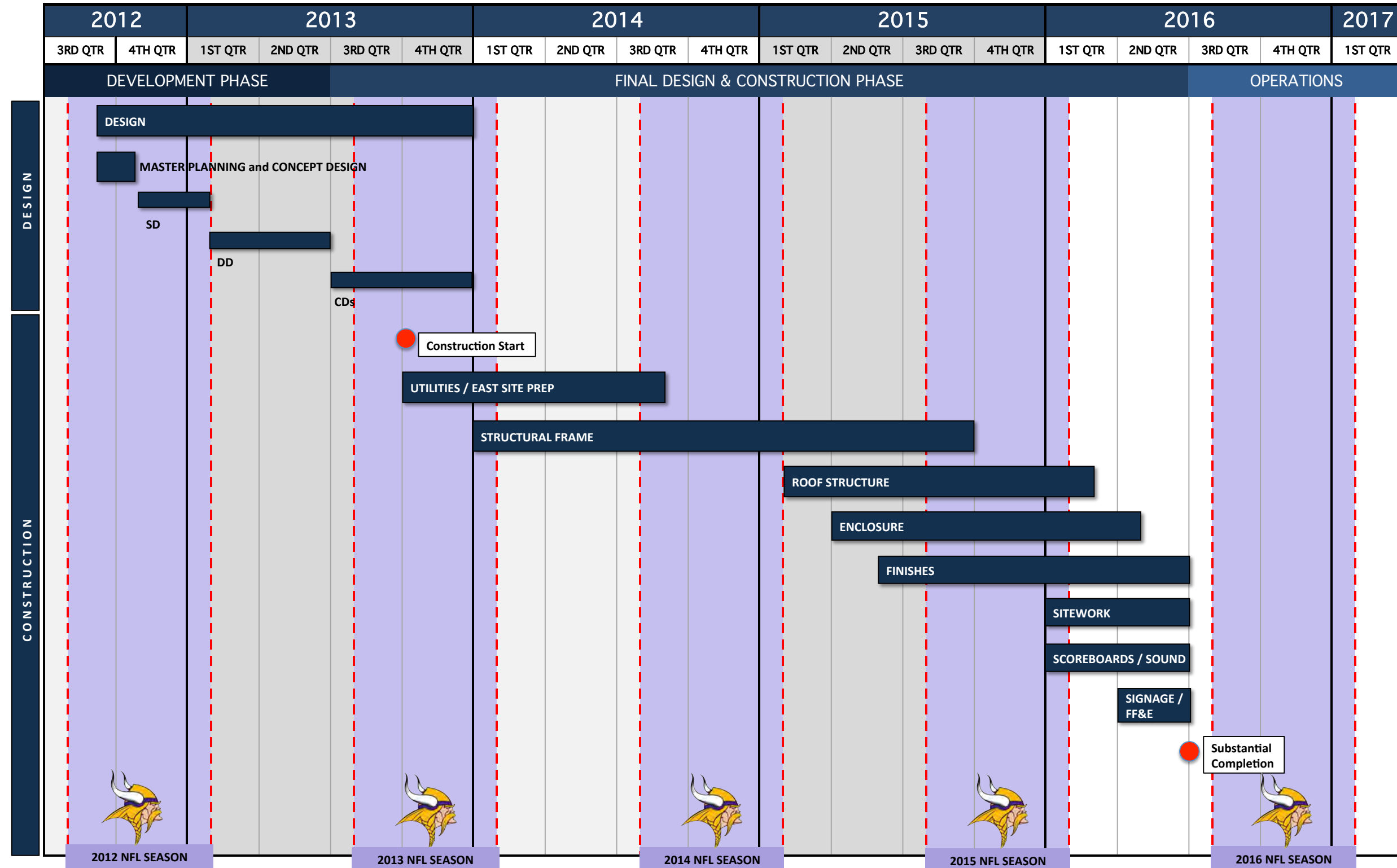
By: _____

Title: _____

Attest: _____

EXHIBIT G

PRELIMINARY MASTER PROJECT SCHEDULE



*The determination of the timing regarding the demolition of the Metrodome (after the 2013 or 2014 season) has not been made yet and should be a consideration in the design and construction alternatives. Firms may propose design schedule alternatives that include overlap between design phases to accommodate an earlier construction start

Title: _____
(if applicable)

EXHIBIT I
NON-COLLUSION STATEMENT

(To Be Included Submitted With Indication of Interest and Qualifications)

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is

Title of Person Signing

of _____

Name of Proposer

states that all statements made and facts set out in the Proposal for the above Project are true and correct; and the Proposer (the person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above Project.

Proposer _____

By _____

Its _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires

EXHIBIT J

(To Be Submitted With Indication of Interest and Qualifications)

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
Employed more than 40 full-time employees in Minnesota				
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business				
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.				

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months.
Proceed to BOX D

BOX D – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

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

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

EXHIBIT M

ESTIMATING FORMAT

[To be included in Addendum 1]