

Minnesota Sports Facilities Authority
REQUEST FOR PROPOSAL

Title of Consultant Sought: Project Manager – U.S. Bank Stadium Technology

1. Description of Scope

Directing and scheduling the vendor coordinator and technical advisor teams; managing the project plan; maintaining the schedule, risk register, issue and change control logs; coordinating flow of change order, cost, and approval documentation; progress reporting

Provide project management services on the U.S. Bank Stadium U.S. Bank Stadium project in accordance with work direction provided by Program Manager. Ensure that the U.S. Bank Stadium technology initiatives are accurately planned, communicated and tracked, completed on schedule and meet customer expectations and contract stipulations. Write daily, weekly and monthly status report of more than 60 project initiatives and provide to Program Manager, the Minnesota Sports Facilities Authority (MSFA) and Minnesota Vikings Football Stadium, LLC (Team).

Experience Requirements:

The Consultant shall have:

- An extensive background in providing project management on information technology projects involving hardware and software
- At least 5 years direct project management experience with projects of at least a half million dollars in budgeted effort and complex work effort.
- Experience should include the context of a construction environment.

Expertise Requirements:

The Consultant shall have:

- Formal project management training
- PMI certification, and ongoing training from either commercial or governmental sources or commensurate experience.
- Experience with critical path construction scheduling.
- The Authority and Team reserve the right to review proposers expertise and modify this requirement to meet their needs.

Knowledge, Skills and abilities:

- Experience in managing projects in both a direct and matrix management environment. Coordinate with teams of 15 personnel or more.
- Hands on experience in a variety of project management methodologies and processes including both classic waterfall approaches and Rapid/Joint Application Development processes that can be applied to the U.S. Bank Stadium project.
- In depth knowledge of project management analysis and risk mitigation.
- Project Management experience in the integration and coordination of multiple parallel systems implementation efforts in a decentralized execution environment.
- Excellent communication skills in both a written and oral environment.
- Physical ability to walk construction site, climb stairs & ladders to access equipment.

Specific Assignment Accountabilities

- Knowledge and experience in Business Process Engineering.
- Basic management skills (planning, organizing, leading, controlling/empowering) employed in a collaborative and team environment.
- Strong project/program management skills, preferably in a variety of rapid application development and traditional IT implementation approaches.
- Skill in managing the design, evaluation, selection, and deployment of hardware, software, and network infrastructure.
- Appropriate communication skills to deal with stakeholders in different levels of the organization.
- Ability to manage complex IT solution provider contracts and relationships.
- Ability to monitor complex projects, update budgets and create reports to manage project costs and schedules.

2. Project Manager Role

- Facilitate and provide access for technology vendors and consultants to the Mortenson-controlled jobsite. Monitor work activities of technology vendors, including if they are in compliance with site safety requirements and MSFA requirements.
- Provide look-ahead schedules and logistics plan for work inside and outside of MDF and IDF rooms. Work with Hammes to ensure Mortenson and technology vendors are coordinated up front. Hammes will identify a point of contact depending on the scope of work. Conduct regularly scheduled coordination meetings with technology vendors and consultants to communicate and track the schedule and logistics plan.
- Identify to Hammes what (if any) base building design components need to be changed to accommodate technology scope. Any request needs to be documented formally so that it can be submitted for review and pricing by Mortenson and eventual consideration/approval of the SDC Group. Funding for these design revisions should be identified by James Farstad or the technology project manager prior to proceeding with design revisions. Hammes will manage the design team to effectuate design changes. The technology project manager should provide no direction to HKS or their sub-consultants.
- Review, negotiate and approve Proposed Change Orders submitted by technology providers. Identify funding sources for proposed changes within the technology budget and report to MSFA and Team as needed.
- Review and approve invoices submitted by technology vendors. Vendor invoices should be submitted no later than the last day of each month as required by the Master Application for Payment process in use on the Project with U.S. Bank. Project manager to verify percent of work complete as identified by technology vendors for accuracy. Project manager to transmit to Hammes Company upon approval for incorporation into the Master Application for Payment no later than the fifth day of each month as required by the Master Application for Payment process in use on the Project with U.S. Bank.
- Track and inspect stored materials invoiced by technology vendors and provide written acknowledgement subject to the requirements of the project lenders.

- Review work in place done by technology vendors and identify potential cost, schedule or risk issues to MSFA and Hammes.
- Manage punch list and startup activities for work done by technology vendors. Coordinate startup activities with SMG.

As a point of reference, Hammes Company’s contract with MSFA provides for the following scope of services.

- Contract Administration of Owner Consultants as follows: MEP, food service equipment, low voltage, IT, DAS, AV and Wi-Fi systems.
- Contract Administration includes preparation, review, routing and tracking of CRFs to obtain necessary approvals as well as preparation of resulting Contract Revisions.
- Contract Administration also includes review of applications for payment and supporting backup as part of the MAP process. This is consistent with how Hammes provides contract administration for the other FF&E procurement process that is being managed by SMG.
- Insurance review consisting of comparing insurance certificates against contractual requirements and follow-up if needed.
- Review estimates with Mortenson on scope related to low voltage, IT, DAS, AV and Wi-Fi systems
- Review and administer payment application process for low voltage, IT, DAS, AV and Wi-Fi systems as part of the established MAP process. This includes the monthly review and processing of invoices for payment from third party technology vendors following prior packaging, review and approval by James Farstad or the Technology Project Manager. (Obtaining required approvals from the Team and MSFA, and verification of funding responsibility is the responsibility of James Farstad or the Technology Project Manager).
- Hammes will work with Jim and the to-be-determined Technology Project Manager to coordinate their technology work with Mortenson’s base building work.

3. RFP Timeline

Advertisement of Request for Proposals July 13, 2015
 Questions Due July 20, 2015; 1pm
 Proposals Due July 31, 2015; 1 pm
 Selection of Project management Consultant August 17, 2015
 Project Start August 24, 2015
 Project Completion October 31, 2016

4. Proposal Instructions and Format

The following items shall be included in any Proposal submitted in response to this RFP:

- i. Firm name, address, and background of office that would have primary responsibility for the work.
- ii. Provide names and resumes of key person who would be directly responsible for the work. Provide key contact telephone, fax, and email addresses. 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.
- iii. Provide a complete list of your firm's similar projects that were completed during that last 5 years or currently are underway. Include:
 - Project name
 - Project location
 - Contracting Entity
 - Project description
 - Key contact or reference including name, title, and telephone number.
- iv. List all applicable professional liability policies with their respective types of coverage and corresponding policy limits.
- v. Provide a narrative describing approach and methodology for implementing project management methodology relating to budget and schedule compliance.
- vi. Describe ownership of your firm and list its principal shareholders and business registrations. If a joint-venture or partnership, provide a copy of venture or partnership agreement.
- vii. Describe your firm and how it is organized, its overall size in numbers of employees, the number of offices, and the size of the firms' practice in terms of numbers of employees. Describe your firms hiring practices and hiring history in terms of women and minorities.
- viii. Proposed fees and structure. See attached Outline of Compensation for Project Management Services. Proposer shall include any parking fees and travel costs in their compensation proposal.
- ix. Exceptions to the Professional Services Agreement (Exhibit A). If you have no exceptions, please so state.
- x. Identify any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its principals.

5. Preparation of Materials

Each respondent submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Minnesota Sports Facilities Authority (MSFA) and all presentation, related costs, and travel expenses are that respondents' sole expense and the MSFA and Team shall not, under any circumstances, be responsible for any cost or expense by the respondent.

The MSFA shall be allowed to keep any and all materials supplied by the respondents in regards to this request for proposal. Each respondent agrees to hold the MSFA harmless against any expenses, damages, and claims arising from or connected with your proposal, including patent, trademark, copyright, or other intellectual property infringement or misappropriation.

Any media request of the respondents shall be concurrently directed to both the CEO/Executive Director of the MSFA during the receipt, analysis, selection and subsequent contract negotiation until said contract is signed and delivered by the MSFA.

The MSFA reserves the right to accept or reject any or all proposals, to alter the selection process in any way, to postpone the selection process for either party's own convenience at any time, and to waive any defects in proposals submitted.

The MSFA reserves the right to issue addenda to this RFP at any time; for clarification, change in schedule, or other reasons the parties so decide. The MSFA also reserves the right to accept or reject any individual sub-consultants that the successful respondent proposes to use.

Your proposal constitutes an offer that remains open and irrevocable for a period of not less than 180 days unless your proposal states otherwise. Proposals after the award are public documents.

6. Proposal Submission

Proposal Deadline Proposals are due by July 31, 2015 at 1pm. One electronic copy and 4 bound copies of each document should be addressed to:

Steven C. Maki, PE Sr. Stadium Director
511 11th Ave. South;
Suite 401 Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

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

7. Selection Criteria

The MSFA and Team will review the Proposals submitted. The MSFA may interview selected Proposers. The MSFA will recommend the successful respondent and the MSFA will award a contract following this recommendation. The MSFA and Team expects to use a combination of criteria in its evaluation process, including, without limitation, knowledge of complex technology projects, overall qualifications, relevant experience with comparable projects, references, proposed fee structure and such others as the MSFA and Team may use in its sole discretion.

8. Minnesota Government Data Practices

All responses are subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13. Respondents shall note with their submittal any proprietary information or other private data in their submittal. Amended submittals will be available for public review on following Contract Award.

9. Questions or Inquiries

All questions must be submitted in writing no later than 1:00 pm July 20, 2015 to:

Steven C. Maki, PE Sr. Stadium Director
511 11th Ave. South;
Suite 401 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

John Penhollow
Director, New Stadium Partnerships
Minnesota Vikings Football, LLC
1010 7th Street South - Suite 500
Minneapolis, MN 55415
Email: penhollowj@vikings.nfl.net

10. List of Exhibits

- Exhibit A Professional Services Agreement
- Exhibit B Scope of Work
- Exhibit C Outline of Compensation for Professional Services
- Exhibit D Insurance Coverage
- Exhibit E Non Collusion Statement
- Exhibit F Minnesota Department of Human Rights form
- Exhibit G U.S. Bank Stadium WMBE Plan

11. Criteria for award:

- Experience in the Governmental Sector
- Experience in the IT programs
- Project management tools: MS Project, Visio
- Monetary consideration
- Experience implementing Project Management Systems
- Experience performing the following services:

- Project Management
- Business management support
- Business process analysis
- Technical team management

Please enclose any documentation demonstrating that your company meets the criteria.

EXHIBIT A

PROJECT SERVICES AGREEMENT

DATE: July xx, 2015

BETWEEN: MINNESOTA SPORTS FACILITIES AUTHORITY

511 11th Avenue South, Suite 401
Minneapolis, MN 55415

(“Owner”)

AND: **PM Proposer**

(“Consultant”)

OWNER AND CONSULTANT agree as follows:

- I. Project. This Agreement pertains to the professional services for the Minnesota Sports Facilities Authority, Minneapolis, Minnesota (“Project”)
- II. Term. The term of this Agreement (“Term”) shall be from xx to yy, unless terminated earlier as set out in this Agreement. Contract shall be extended upon mutual agreement by the Consultant and Owner.
- III. Services. During the Term, Consultant shall perform the services set out in Exhibit A (“Services”). The Services under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with Exhibit A. Consultant shall allow only competent, trained employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees. Consultant shall be properly licensed for the work it will perform.
- IV. Compensation. Owner shall pay Consultant for the services in accordance with the fee schedule set out in Exhibit B. On or before the last day of each month, Consultant shall submit an itemized invoice for such month, and payment shall be made by the Disbursing Agent by the last day of the following month. If Consultant fails to timely submit such invoices, invoices will be held until next draw cycle. Owner shall have no obligation whatsoever to pay employees of Consultant.
- V. Insurance. See Exhibit C.
- VI. Indemnification.
 - A. Consultant shall indemnify and hold harmless Owner and Minnesota Vikings Football Stadium, LLC and Minnesota Vikings Football, LLC (collectively, the “Team”) and each of their respective officers, members, directors and affiliates (hereinafter collectively called the “Indemnitees”) from and against all liabilities, claims, damages, losses, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, arising out of or resulting from: (I) the failure of Consultant to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any negligent act or error or omissions of Consultant, or any of its agents, employees, Sub-consultants, material suppliers or others for whose acts any of them may be liable (each, a “Responsible Party”); Consultant’s duty of indemnification shall be in proportion to the allocable share of such negligent or willful act or omission of Consultant and the other

Responsible Parties. This indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Consultant under workers' compensation acts, disability acts or other employee benefit acts. Consultant shall include in each subcontract a comparable indemnification clause wherein the Sub-consultant will indemnify and hold harmless the Indemnitees for matters arising out of or resulting from the obligations of such Sub-consultant and the work to be performed by such Sub-consultant on the Project.

- B. Upon payment of fees Consultant shall at all times indemnify and hold the Indemnitees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Consultant's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to an indemnified party resulting from such claims or liens. After written demand by an indemnified party, Consultant shall immediately cause the effect of any suit or lien to be removed from the Project and the real property upon which it is located. In the event Consultant fails to do so, an indemnified party is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, shall be immediately due and payable by Consultant or may, at the indemnified party's option, be offset against any sums due and payable to Consultant hereunder. In the event a suit on such claim or lien is brought, Consultant shall, at the option of an indemnified party, defend said suit at its own cost and expense, with counsel satisfactory to the indemnified party and will pay and satisfy any such claim, lien, or judgment as may be established by the decisions of the Court in such suit. Consultant may litigate any such lien or suit, provided Consultant causes the effect thereof to be removed promptly in advance from the Project and the property upon which the Project is located.
- VII. Limited Liability. Notwithstanding anything in this Agreement to the contrary, Owner does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Consultant or any third party.
- VIII. Independent Consultant. Consultant and its agents and employees shall at all times be independent Consultants and shall not, under any circumstances, be considered not hold themselves out to be agents or employees of Owner or any Indemnity. Consultant further agrees that no tax assessment or legal liability of Consultant or of its agents or employees shall become an obligation of Owner or an Indemnity by reason of this Agreement.
- IX. Assignment. Consultant shall not assign, by operation of law or otherwise, this Agreement or any money due or to become due hereunder without obtaining the prior written consent of Owner. Any attempted assignment by Consultant without Owner's prior written consent shall be void and of no effect.
- X. Administration.
- A. Consultant shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Agreement. All personnel hired by Consultant for the performance on any Services hereunder shall be deemed employees of Consultant and not of Owner or an Indemnity, and shall be deemed employed solely at Consultant's expense. Owner and the Indemnitees shall have no right to supervise directly or direct on a day-to-day basis such employees of Consultant.

- B. Consultant and all Sub-consultants shall strictly observe and comply with all laws, ordinances, rules and regulations concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of employment.
- XI. Consultant's Records. Owner shall be permitted access to all of the Consultant's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar material relating to this Agreement. Consultant shall preserve all such material for a period of two years after final payment under this Agreement.
- XII. Termination. This Agreement may be terminated by Owner upon written notice to Consultant for cause or for the convenience of Owner without cause. From and after the date of termination specified in such notice, all rights and interests of Consultant hereunder shall terminate. In such event of such termination, Consultant shall be compensated (as provided in Section 4 hereof) for all Services properly performed prior to the date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Consultant. Upon termination of this Agreement, Consultant shall immediately deliver to Owner all drawings, reports, analyses, samples, materials or other work product completed pursuant to this Agreement.
- XIII. Equal Opportunity. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Affirmative Action Rules and Regulations Plan and Targeted Group Business Goals of Owner. Consultant represents and warrants that it shall not discriminate in its employment practices in violation of any such applicable law, executive order or affirmative action plan or targeted group business goals. Consultant shall include in each subcontract comparable equal employment opportunity and affirmative action obligations.
- XIV. Notices. All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner at: Minnesota Sports Facilities Authority
511 11th Avenue South, Suite 401
Minneapolis, Minnesota 55415
Attention: CEO/Executive Director
Facsimile No. (612) 332- 8334

Minnesota Vikings Football, LLC
9520 Viking Drive
Eden Prairie, Minnesota 55344
Attention: Chief Operating Officer
Attention: Associate Counsel
Facsimile No. (952) 828-6513

Consultant at:

or at such other place or places as either party may hereafter designate in writing.

XV. Miscellaneous.

- A. The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.
- B. Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.
- C. In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- D. In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
- E. All covenants, agreements, indemnities, guarantees and warranties made by Consultant shall survive the expiration or termination of this Agreement.
- F. If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. This Agreement shall be construed and governed under the laws of the State of Minnesota.
- H. All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Owner and Consultant.
- I. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- J. In performing the Services hereunder, Consultant shall comply with all applicable federal, state and local laws, including without limitation any such laws relating to storage, use or disposal of hazardous wastes, substances or materials.

Consultant shall keep strictly confidential any information (other than information which is a matter of public record or is provided by other sources readily available to the public) that Consultant learns about the Project or about Owner or an Indemnity or the business of Owner or an Indemnity during the term of this Agreement. However, any such information may be disclosed to employees and agents of Consultant to the extent that such persons, in Consultant's considered judgment, need access to such information to enable Consultant to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

XVI. Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Minneapolis, Minnesota. The Owner reserves the right to determine in its own opinion any other form of alternative dispute resolution to resolve any or all disputes.

XVII. **IN WITNESS WHEREOF**, Owner and Consultant have executed this agreement as of the date set out at its head.

CONSULTANT: _____.

By _____

Its _____

OWNER: MINNESOTA SPORTS FACILITIES AUTHORITY

By _____

Its _____

CEO/EXECUTIVE DIRECTOR

Exhibit B
Scope of Work

Provide Project Management Consulting Services in accordance with RRP documents issued on July 13, 2015.

Steve Maki 7/14/2015 10:59 AM
Deleted: June 23
Steve Maki 7/14/2015 10:59 AM
Deleted: ,

Exhibit C
Outline of Compensation for Professional Services

Exhibit D

Insurance Coverage

Consultant agrees to provide and maintain, at its own cost and at all times during the term of this Agreement, such insurance coverages as are set forth below, and to otherwise comply with the provisions that follow. Such insurance provisions shall also apply to all sub-consultants engaged by Consultant with respect to its performance under this Agreement. Consultant shall be entirely responsible for securing the performance of all of its sub-consultants with the insurance required of such sub-consultants. Consultant shall not commence performance under this Agreement, nor shall Consultant allow any sub-consultant (of any tier) to commence performance under this Agreement, until all insurance required of Consultant and/or each sub-consultant is in effect, and satisfactory evidence thereof is provided to Owner, as set forth below.

I. Workers' Compensation. Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in Workers' Compensation policies issued in Minnesota.

II. General Liability. "Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Agreement), Independent Consultants, and Products-Completed Operations liability. Such policy shall include Owner, the Indemnitees, and their respective members, employees and agents as Additional Insureds thereunder. Consultant agrees to maintain Completed-Operations coverage, on a continuing basis, for a period of at least two (2) years following the final completion of its performance under this Agreement.

Consultant agrees to maintain at all times during the term of this Agreement a combined general liability policy limit of at least \$2,000,000 Each Occurrence applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limits afforded under Consultant's Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is in all material respects at least as broad as that afforded by the underlying Commercial General Liability Policy, and further, that Owner, the Indemnitees, and their respective members, employees and agents are included as Additional Insureds thereunder.

III. Automobile Liability. Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, nonowned and hired automobiles and other motor vehicles utilized by Consultant in connection with its performance under this Agreement. Such policy shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limit may be satisfied by the limit afforded under such policy, or by such policy in combination with the limit afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy (or policies) shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and, if applicable, such Umbrella or Excess Liability Policy (or policies), shall include Owner, the Indemnitees, and their respective members, employees and agents as Additional Insureds thereunder. Unless included within the scope of Consultant's Commercial General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

IV. Professional Liability. Professional (or "Errors & Omissions") Liability Insurance in the amount of at least \$5,000,000 Each Occurrence (or "Wrongful Act", or equivalent) and, if applicable, Aggregate, covering

Consultant's liability for negligent acts, errors or omissions in the performance of professional services under this Agreement. Consultants' Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis. It is, however, acknowledged and agreed by Consultant that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for Owner hereunder. Consultant therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for Owner could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection. Consultant further agrees that it will, throughout the entire period of required coverage and for an additional period of two (2) years following its last act of performance under this Agreement, immediately: (a) advise Owner of any intended or pending change in Professional Liability insurers or in policy forms, and provide Owner with all pertinent information that Owner may reasonably request to determine compliance with this section IV; and (b) advise Owner of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Owner.

This section IV shall: (a) only apply to Consultant if Consultant will be rendering professional services under this Agreement; and (b) apply to all sub-consultants who will be rendering such professional services in connection with this Agreement. Consultant shall require all such sub-consultants to agree to a provision for the benefit and protection of Owner that is identical (except for the description of the parties) to this subsection.

V. Evidence of Insurance. All such policies shall be endorsed so that Insurer endeavors to provide Owner with evidence that the insurance coverages required of Consultant hereunder are in full force and effect. In the event that any such insurance renews or is terminated during the term of this Agreement, Consultant shall promptly provide Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as Owner may reasonably request, and shall contain sufficient information to allow Owner to determine whether there is compliance with these provisions. All such policies shall be endorsed to require that the Insurer endeavor to provide at least 30 day notice to Owner prior to the effective date of policy cancellation, nonrenewal, or change in coverage terms that would result in noncompliance with the provisions of this Exhibit.

VI. Insurers; Policies. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to Owner. Such acceptance by Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Owner shall have 15 business days from the date of receipt of Consultant's evidence of insurance to advise Consultant in writing of any insurer that is not acceptable to Owner. If Owner does not respond in writing within such 15 day period, Consultant's insurer(s) shall be deemed to be acceptable to Owner.

VII. Release and Waiver. Consultant agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to its property interests. Consultant hereby releases Owner, the Indemnitees, and their respective officers, employees, agents and others acting on their behalf, from all claims, and all liability or responsibility to Consultant, and to anyone claiming through or under Consultant, by way of subrogation or otherwise, for any loss of or damage to Consultant's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Owner or Indemnitees or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

VIII. Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

EXHIBIT E

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 F

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 G

June 15, 2015

SUBJECT: Equity Plan Standards

To Whom It May Concern:

Currently the Equity Plan for professional and technical services is under development. In lieu of the final product, there are expectations that the MSFA has of its contracting body around fair and equitable procurement practices. These practices are analyzed prior to award on every contract. There are three areas that will continue to be monitored, throughout the partnership; targeted business inclusion, diverse workforce inclusion and transparent/regular reporting.

Targeted Business Inclusion

The leadership for the stadium will expect that the contractor will include Minority and Women Business Enterprises (MWBE's). There are an array of resources that have been prepared to assist the contractor(s) in identifying targeted businesses. In the event that the contractor cannot identify either minority or women businesses, we offer the opportunity to pursue veteran owned small businesses as an option. In addition to locating targeted businesses we anticipate that the contractor will offer targeted businesses an opportunity to get mentored through this contract. A mentor/protégé option will show that the contractor is serious about developing small businesses in an area where larger companies have dominated the market.

Diverse Workforce Inclusion

There are no goals on professional and technical services, however the leadership on this project and facility expect that the contractor will make every effort to recruit a labor force that is ethnically and gender specific diverse. Recruiting workers from local small and disadvantaged businesses is an opportunity to develop those businesses as well as educating its workforce on the unique opportunities the professional / technical scopes of work offer.

Transparent Reporting

The building of this facility has a phenomenal track record of performing with its equity inclusion in both business and workforce. We expect the same in every facet of the Minnesota Multi-Purpose Stadium. The contractors are expected to initially report its targeted business expectations through an exhibit to its contract. Next we expect the contractor to regularly report to the MSFA its monthly spending activity. The documents that the contractors should use to report this information is attached.

1. Exhibit A: Who will the contractor award work to and at what price and percentage of total contract?
2. Exhibit B: Who did the contractor solicit work to and why they chose to use or not to use that targeted business? This is the clarification data necessary to identify your Good Faith Effort(s).

Additionally, Minnesota Statute 337.10 requires prime contractors and all subcontractors on building and construction contracts to promptly pay their subcontractors, service providers and material suppliers within ten (10) days of their receipt of payment from the Design Architect on Record. Also, subject to any withholdings specified in contract and retainage agreements, such lead consultants are required to make monthly progress payments. Moreover, MSFA requires that you report on the monthly progress payments made to all your sub consultants.

Please keep a copy of this document in your files for submission of the ongoing required reports. If you have any questions concerning this project, I can be reached at (612) 355-3312.

Regards,

Alex Tittle
Equity Director, MSFA

ADD EQUITY PLAN FORMS A and B

