

**MINNESOTA SPORTS FACILITIES AUTHORITY
900 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415**

**REQUEST FOR QUALIFICATIONS/PROPOSALS
(RFQ/RFP)**

**INSURANCE CONSULTING AND BROKERAGE SERVICES FOR STADIUM AND
STADIUM INFRASTRUCTURE**

FEBRUARY 25, 2013

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REQUEST FOR QUALIFICATIONS/PROPOSAL
Insurance Consulting and Brokerage Services for Stadium and Stadium Infrastructure

A. Introduction

The Minnesota Sports Facility Authority (the “Authority”) and Minnesota Vikings Football, LLC (the “Team”) issue this Request for Qualifications/Proposals (“RFQ/RFP”) to seek an experienced proposer (“Proposer”) or proposers (“Proposers”) to provide some or all of a broad range of insurance consulting, brokerage, and administration services to assist the Authority and Team in the design, evaluation, placement, and administration of an appropriate comprehensive insurance program in connection with the development, design, and construction of a new Stadium and some or all of the related Stadium Infrastructure in downtown Minneapolis, Minnesota (the “Project”), pursuant to 2012 Minnesota Laws, Ch. 299 (the “Act”).

It is the intent of the Authority and Team that the Project will be used 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 Project will be a collaborative process between the Authority and Team. 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 RFQ/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, which preliminary Budget may change from time to time in the discretion of the Authority and Team.

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 to provide for management of the construction of the Stadium pursuant to the Act (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 and a Construction Services Agreement with M.A. Mortenson Company ("Construction Manager") to serve as the Construction Manager 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.

At this time, the Authority and Team intend to use the Construction Manager at Risk method of project delivery. The Authority and Team, consistent with the Act, may later elect to use the Design-Build method of project delivery, in which case the Design Services Agreement would be transferred to the Construction Manager, who would assume the Authority's obligations under the Design Services Agreement.

The Project is subject to a preliminary development agreement between the Authority and Team, and will be subject to a development agreement between the Authority and Team. The Authority will own the Project, and the Team will enter into an agreement with the Authority for its use of the Project.

It is the desire of the Authority and Team that an appropriate and cost effective insurance portfolio be in place to protect the Authority, Team, and Project from risk during and after the Project. The Authority and Team anticipate that an Owner Controlled Insurance Program ("OCIP") or Contractor Controlled Insurance Program ("CCIP") will be implemented for the Project to provide, at a minimum, Worker's Compensation, Commercial General Liability, and Excess and/or Umbrella Liability insurance, although other alternatives may be pursued. In addition, the Authority and Team anticipate that the insurance program for the Project will also include Builders' Risk insurance, Project specific Professional Indemnity insurance and/or Owners Protective Professional Indemnity Insurance ("OPPI"), Pollution and Environmental Liability insurance, and such other insurance that the Authority and Team deem appropriate

based on recommendations of the successful Proposer or Proposers. The Authority and Team seek assistance to develop, implement, place, monitor, service, and administer the insurance programs and policies implemented as part of the Project.

B. Services Included in this RFQ/RFP

As described in greater detail in **Exhibit D: Scope of Services**, this RFQ/RFP seeks a broad variety of insurance consulting, insurance brokerage, and OCIP administration services. The Authority and Team invite Proposals from Proposers responsive to all or any combination of the categories of services identified in **Exhibit D** including, without limitation: i) consulting; ii) brokerage, administration, and servicing on one or more of the types of insurance desired, such as Worker's Compensation, Commercial General Liability, OPPI, Pollution and Environmental Liability, Excess and/or Umbrella Excess Liability, and Builders Risk; ; and iii) OCIP administration or coordination with the Construction Manager's CCIP administration. It is the intent of the Authority and Team to have a Proposer selected to provide the consulting services be the lead service liaison, responsible for coordinating other insurance service providers for and on behalf of the Authority and Team.

C. Proposal Requirements

All proposals shall include the information requested in **Exhibit E: Contents of Proposal**. 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 in participating in the RFQ/RFP process. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to this RFQ/RFP.

PROPOSERS SHALL NOT CONTACT PROSPECTIVE INSURANCE CARRIERS AT THIS TIME AND ARE NOT TO RESPOND TO THIS RFQ/RFP BY PROVIDING INSURANCE QUOTATIONS. CONTACT WITH CARRIERS FOR THE PURPOSE OF PREPARING PROPOSALS IS NOT TO BE MADE BY PROPOSERS.

D. Requested Qualifications

The Authority and Team reserve the right and discretion to determine the appropriate degree of qualifications, experience, and responsibility of the Proposers to perform the services that are the subject of this RFQ/RFP. It is the request and intent of the Authority and Team that Proposers responding to this RFQ/RFP have the requisite qualifications in at least one of the following major qualification groups.

1. Insurance Consulting and Brokerage Qualifications

Substantial experience in providing quality and effective representation and consulting services to owners or developers of professional or major collegiate sports venues, or similarly significant projects, and in designing, placement, and administration of construction related insurance programs. Substantial experience in successfully designing, marketing, brokering, and

servicing a comprehensive insurance program (“Owner’s Insurance Program”) that may include, without limitation,

- a. Worker’s Compensation,
- b. Commercial General Liability, Excess and/or Umbrella Liability,
- c. Pollution and Environmental Liability,
- d. Railroad Protective Insurance,
- e. Project Specific Professional Indemnity Insurance and/or OPPI,
- f. Builder’s Risk Insurance, and
- g. such other policies and coverages as recommended by the selected Proposer and deemed appropriate by the Authority and Team.

It is contemplated that an OCIP, if used, would include, at a minimum, Worker’s Compensation, Commercial General Liability, and Excess and/or Umbrella Liability insurance. The Authority and Team reserve the right to place any of these coverages directly with direct writers, pools or trusts when considered to be in the Authority’s and Team’s best interest. The Authority desires that Proposers have direct access to a variety of quality insurance markets. If a Proposer intends to utilize a wholesale broker or other intermediary, then the Proposer must identify the intended broker or intermediary.

2. OCIP Claim Administration Qualifications

Substantial experience and success in providing quality and effective administration of OCIP or CCIP programs to owners or developers of professional or major collegiate sports venues, or similarly significant projects, including assistance in capturing credits, evaluating safety programs, enrollment of contractors, and collateral recapture.

3. Builder’s Risk

Substantial experience and success in providing quality and effective representation and consulting services to owners or developers of professional or major collegiate sports venues, or similarly significant projects, in designing, marketing, brokering, and servicing construction related Builder’s Risk insurance programs. The Authority and Team desire that Proposers have direct access to a variety of quality insurance markets. If a Proposer intends to utilize a wholesale broker or other intermediary, then the Proposer must identify the intended broker or intermediary.

4. Project Specific Professional Indemnity Insurance

Substantial experience and success in providing quality and effective representation and consulting services to owners or developers of professional or major collegiate sports venues, or similarly significant projects, in designing, marketing, brokering, and servicing construction related Project specific Professional Indemnity Insurance and/or OPPI insurance programs. The Authority and Team desire that Proposers have direct access to a variety of quality insurance markets. If a Proposer intends to utilize a wholesale broker or other intermediary, then the

Proposer must identify the intended broker or intermediary.

5. Pollution and Environmental Liability

Substantial experience and success in providing quality and effective representation and consulting services to owners of professional or major collegiate sports venues, or similarly significant projects, in designing, marketing, brokering, and servicing of pollution and environmental liability insurance programs. The Authority and Team desire that Proposers have direct access to a variety of quality insurance markets. If a Proposer intends to utilize a wholesale broker or other intermediary, then the Proposer must identify the intended broker or intermediary.

E. Questions Regarding Request for Proposal

Any questions concerning this RFQ/RFP and submittal of Proposals should be directed to the following and not to any other person in the Authority or Team's organizations:

Mary Fox-Stroman
Director of Finance
Minnesota Sports Facilities Authority
900 South 5th St.
Minneapolis, MN 55415
Fax: 612.332.8334
Email: Mary.Fox-Stroman@msfa.com

With copies to:

Steven D. Poppen
Vice President of Finance and Chief Financial Officer
Minnesota Vikings Football, LLC
Minnesota Vikings - Winter Park
9520 Viking Drive
Eden Prairie, MN 55344
Fax: 952.828.6513
Email: poppens@vikings.nfl.net

and

Jim Cima
Senior Project Manager for Stadium Development
Minnesota Vikings Football, LLC
Minnesota Vikings - Winter Park
9520 Viking Drive
Eden Prairie, MN 55344
Fax: 952.828.6513
Email: cimaj@vikings.nfl.net

All questions or requests for information must be submitted in writing. Material clarifications or revisions to the Request for Proposal will be provided by subsequent correspondence or addenda to all Proposers.

F. Proposal Timeline

1. February 25, 2013: Advertisement of RFQ/RFP.
2. March 19, 2013: Closing date and time for written questions.
3. March 28, 2013: Proposal Deadline.
4. April 5, 2013: Announcement of short listed Proposers.
5. April 23, 2013: Interview and negotiation with short listed Proposers.
6. May 3, 2013: Anticipated announcement of successful Proposers subject to change by addendum.

All Proposals must be hand delivered to the addresses set forth above by 3:00 p.m. CST on March 28, 2013 (“Proposal Deadline”). Each proposal shall be provided in a single bound volume. Six copies shall be sent to each of the addresses set forth in Section E above. In addition, one electronic copy must be sent to each of the addresses set forth in Section E.

The Authority and Team reserve the right to modify this Proposal Timeline.

G. Selection Process

As permitted by the Act, the Authority and Team intend to use a competitive negotiation process to determine which Proposal(s) will be most advantageous to and in the best interest of the Authority and Team. The Authority and Team will review and evaluate all Proposals received, and will publish a short list of qualified Proposers to be interviewed. The shortlisted Proposers will then enter into discussions and negotiations with the Authority and Team, who will determine which Proposer’s Proposal is most advantageous to the Authority and Team.

Nothing in this RFQ/RFP shall require a contract to be awarded for each category of services solicited in this RFQ/RFP. The Authority and Team reserve the right to award separate contracts for any one or more of the service categories identified herein. The Authority and Team do not encourage or discourage joint venturing among Proposers. If multiple Proposers submit a Proposal as a joint venture, the Proposal shall clearly designate the services proposed to be performed by each joint venture partner. The Authority and Team reserve the right and discretion to award a portion of the services solicited in this RFQ/RFP to one joint venture partner and not the other joint venture partner or partners.

If a Proposal includes a proposed subconsultant, the proposed subconsultant will be subject to the approval of the Authority and Team. The Authority and Team reserve the right to

reject any proposed subconsultants in their sole discretion. The Proposal must designate the particular services that would be performed by a subconsultant.

Although the cost effectiveness of a Proposer's Proposal is a critical factor, submitting the lowest cost Proposal will not be outcome determinative as factors other than price will be relevant to the Authority and Team. After discussions and negotiations, the Authority and Team will select the Proposer or Proposers deemed by the Authority and Team to be qualified and best suited among those submitting proposals, on the basis of the following evaluation criteria:

- The Proposer's key personnel committed to this Project.
- The Proposer's capacity to provide high quality services as required by the Authority and Team and described in **Exhibit D**.
- The Proposer's relevant experience, expertise, qualifications, and success in providing services of the type described in **Exhibit D**. It is expected the successful Proposer will demonstrate extensive and substantial qualifications, capabilities, and experience in providing the required services. Previous experience should include successful provision of similar services to comparable projects.
- The Proposer's financial proposal.
- Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.

This RFQ/RFP specifies minimum requirements and should be responded to in all respects. In addition, Proposers should and are encouraged to submit alternatives and recommendations that may be of interest to the Authority and Team.

Notwithstanding anything to the contrary in this RFQ/RFP, the Authority and Team reserve the right to award to the Proposer whose Proposal is most advantageous to the Authority and Team and in their best interest as determined by the Authority and Team in their sole discretion. No Proposer shall be entitled to rely on any oral representations or statements made by the Authority or Team during the RFQ/RFP process. After the commencement of this RFQ/RFP process, all communications shall be by e-mail to the persons listed in Section E above. 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 responsibility of Proposers and the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge unless it is arbitrary, capricious, or not supported by substantial evidence. Any protest to the procedures set forth in this RFQ/RFP must be submitted in writing to the Authority and Team within seven days after receipt of the RFQ/RFP; otherwise, such protest or challenge shall be deemed waived. By submitting a Proposal, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFQ/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, capricious, or not supported by substantial evidence. In no event shall any Proposer be entitled to attorneys' fees, bid preparation costs, or other damages in a protest of an award pursuant to this RFQ/RFP. The Authority and Team reserve the right to waive any irregularities or informalities in the Proposals presented by any Proposers.

The issuance of this RFQ/RFP constitutes only an invitation to submit qualifications and Proposals. It is not to be construed as a request for bids, but as a means by which the Authority and Team can facilitate the acquisition of information related to the negotiation of a contract for professional services. Any Proposal submitted as provided herein constitutes a Proposer's submission of information regarding its qualifications and terms and conditions on which it is prepared to negotiate, and is not a bid.

The Authority and Team reserve the right, in their sole and absolute discretion, to determine whether any aspect of the Proposal satisfactorily meets the criteria established in this RFQ/RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s), the right to reject any or all Proposals with or without cause, and the right to cancel and amend, in part or entirely, the RFQ/RFP.

Evaluation of Proposals by staff or by any other group are advisory, and such evaluations are for the sole benefit of the Authority and Team, and as such, they are not binding upon the Authority and Team nor may they be in any way relied upon by a Proposer.

H. RFQ/RFP Process

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

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 convenience at any time, and to waive any defects in proposals submitted. The Authority and Team also reserve the right to accept or reject any individual subconsultants that the successful Proposer proposes to use. The Authority and Team reserve the right to reject all Proposals.

All Proposals shall remain open for acceptance until 120 days after the Proposal Deadline.

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.

All material submitted becomes the property of the Authority and Team and will not be returned.

If awarded a contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted standards of care applicable to the services to be performed. The prospective Proposer further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.

Proposers warrant and represent that they have all necessary licenses, registrations, and permits and shall comply with all Federal, State, and local laws, codes, and ordinances without cost to the Authority or Team.

I. List of Exhibits

- Exhibit A** Preliminary Program
- Exhibit B** Preliminary Site Plan
- Exhibit C** [Reserved]
- Exhibit D** Scope of Required Services
- Exhibit E** Contents of Proposal
Attachment 1: Financial Proposal Matrix
- Exhibit F** Acknowledgement and Attestation Form
- Exhibit G** Confidentiality Agreement
- Exhibit H** [Reserved]
- Exhibit I** Non Collusion Statement
- Exhibit J** Minnesota Department of Human Rights Form
- Exhibit K** Proposed Terms [to be issued by addendum]

Exhibit A

Minnesota Multipurpose Stadium

Preliminary Program

**Prepared for
Minnesota Sports Facilities Authority**

And

Minnesota Vikings Football, LLC

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- 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 subdividable 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 C

[Reserved]

Exhibit D
Scope of Required Services

The following required services shall be performed by Proposers experienced and familiar with major construction projects, including the construction of professional sports facilities, major collegiate sports facilities, or other similarly significant projects in metropolitan areas in the United States. The services identified below are not intended to limit the services to be performed by the successful Proposer, and each Proposer agrees and acknowledges that it shall do all services required to design, procure, and administer a successful Owner's Insurance Program that meets the Authority's and Team's objectives of promoting safety and minimizing risk, all in a cost efficient manner.

BROKERAGE AND CONSULTING

1.1 The selected Proposer shall have full direct access to the relevant insurance markets, without using wholesale brokers or other intermediaries, as necessary to design, evaluate, implement, and service a comprehensive Owner's Insurance Program that will cover the insurance needs of the Project. The Owner's Insurance Program may include, but is not limited to:

- .1 Worker's Compensation,
- .2 Employer's Liability,
- .3 Commercial General Liability,
- .4 Excess and/or Umbrella Liability,
- .5 Pollution and Environmental Liability,
- .6 Railroad Protective Insurance,
- .7 Project Specific Professional Indemnity Insurance and/or OPPI,
- .8 Builder's Risk Insurance, and
- .9 such other policies and coverages as recommended by the selected Proposer and deemed appropriate by the Authority and Team.

It is contemplated that an OCIP or CCIP, if used, would include, at a minimum, Worker's Compensation, Commercial General Liability, and Excess and/or Umbrella Liability insurance.

1.2 The selected Proposer shall make recommendations regarding contingent coverages.

1.3 The selected Proposer shall prepare and use an integrated risk model in preparing recommendations for insurance in the Owner's Insurance Program. The selected Proposer shall assist in risk exposure evaluations to identify and measure exposure to loss faced by the Authority and Team.

1.4 For each type of insurance in the Owner's Insurance Program, the selected Proposer's services shall include but not be limited to the following services and any related services as may be required:

- .1 Identify and analyze all viable markets for each type of insurance in the Owner's Insurance Program. Provide a detailed comparison of potential carriers evaluating them on gross cost and cost net of all commissions, contingency agreements, profit sharing and production bonuses of any kind, claims handling procedures and approaches, coverages offered, availability of form or manuscript endorsements, and other relevant differentiators.
- .2 Prepare appropriate marketing and underwriting information to be submitted to potential insurers and related service companies for purposes of marketing the insurance in the Owner's Insurance Program.
- .3 Provide timely reports of progress in the markets in response to the marketing of the Owner's Insurance Program.
- .4 Aid in the development and evaluation of risk retention/transfer alternatives, which present reasonable means for the Authority and Team to limit their loss exposures.
- .5 Provide advisory services and reports upon request. A Stewardship Report shall be prepared at least annually and at such other times and frequencies as may be requested by the Authority and Team. The Report shall include a detailed analysis of the past performance and a projection of future goals for the OCIP insurance program. The Report shall generally include historical narratives, accomplishment timelines, benchmarking, statistical analysis, modeling, and market conditions and forecasts. Specific sections shall include the following:
 1. Executive Summary
 2. Broker descriptions and the client team
 3. OCIP Overview
 4. Property Accomplishments and Goals
 5. Casualty Accomplishments and Goals
 6. Professional and Pollution Liability Accomplishments and Goals
 7. Loss Control Accomplishments and Goals
 8. Claims Accomplishments and Goals
 9. Technical Services Accomplishments and Goals
 10. Insurance Program Benchmarking
 11. Service and Advocacy
 12. Post Placement Services

13. Discussion & Analysis
 14. Schedules of Insurance
 15. Exposure analysis
- .6 Prepare insurance coverage specifications and advise on coverage issues concerning the Authority and Team.
 - .7 Arrange and be responsible for meetings between appropriate insurance or service providers and the Authority's and Team's risk management staff and advisors.
 - .8 Advise the Authority and Team on the placement of insurance and/or related service quotations from available insurers or providers and the provision of gross and net cost projections for all viable quotes. Place insurance coverage with the carriers chosen by the Authority and Team on the most favorable terms and conditions.
 - .9 Advise the Authority and Team in designing the Owner's Insurance Program specifications and negotiating the most favorable rates and coverages.
 - .10 Provide training to the Authority's and Team's staff or designees as required concerning policy forms, reporting requirements, claims reporting and underwriting guidelines.
 - .11 Provide a comprehensive risk management, safety and loss control and prevention advocacy program including, but not limited to, exposure analysis and assessment, loss analysis and trending, safety program development, safety training programs, hazard awareness training, emergency preparedness, and similar services.
 - .12 Provide other professional or technical services on insurance and risk management issues including, but not limited to, auditing of policies to ensure compliance with the terms agreed upon at binding, promptly following up with carriers to obtain corrective endorsements, continuous reporting to the Authority and Team on the availability of endorsements to expand or enhance coverage or otherwise be advantageous to the Authority and Team.
 - .13 Prepare, the necessary manuals and handbooks for distribution to each participant in the Owner's Insurance Program, which manuals shall: identify key parties and contact persons; detail policy information for the terms, conditions and procedures applicable to the Owner's Insurance Program coverages; establish procedures and forms for implementing the Owner's Insurance Program; set up claims handling, notification and data management systems; and contain samples of all required forms and certificates.
 - .14 Prepare insurance terms and conditions for the Project Manual to be used in the Project. Review contracts and subcontracts, and assist the Authority

and Team to determine compliance with contractual obligations regarding maintenance of insurance.

- .15 Provide verifications of insurance as needed by the Authority or Team to satisfy lenders, mortgage holders, and other relevant persons.
- .16 Assist with claims including, but not limited to, assisting and advising the Authority and Team on coverage issues and claim procedures, assisting the Authority and Team to negotiate loss settlements with carriers, monitor and control of claims, and assist with reporting of claims to carriers.
- .17 Provide such other services that are customarily required by the selected Proposer's Standard of Care as defined in **Exhibit K**.

OCIP CONSULTING AND ADMINISTRATION

2.1 If an OCIP is established for the Project, the selected Proposer shall perform the following consulting and administration services in connection with administration of the OCIP:

- .1 Perform all services identified in Subparagraph 1.1 above related to the OCIP.
- .2 Provide a detailed analysis of the benefits and disadvantages of an OCIP or CCIP vs. traditional insurance approach. Include a detailed analysis of cost savings predicted through the collection of credits, the administrative costs, collateral needs, recovery of collateral, handling of claims, feasibility, regulatory requirements, trade and labor cost models, premium cost estimates, cash flow, and other relevant considerations.
- .3 Design, develop and implement a loss control program for the Project. Include full time on-site loss control services.
- .4 Attend relevant bid and construction meetings, outline job-specific administrative procedures.
- .5 Prepare management reports outlining project experience.
- .6 Conduct and coordinate on-location visits for carrier and loss control consultants.
- .7 Establish, implement, and monitor procedures and forms to ensure the proper enrollment of contractors and subcontractors in the OCIP program. Assist the Authority and Team with monitoring and retrieval of bid credits.
- .8 Assist the Authority and Team to review contracts as they relate to insurance, compliance with OCIP requirements, and other insurance requirements.
- .9 Provide contract auditing services to determine appropriate contract price deductions, rating and loss data, payroll reporting and compliance with loss control programs.

- .10 Provide assistance to recapture collateral that may be a part of an OCIP program.
- .11 Provide weekly reports to update status of bid credits, claims, claims resolution, and deductible exposure.
- .12 Liaise with the Construction Manager who will be responsible for developing, implementing, and monitoring a Project safety program, including, without limitation, reviewing and commenting on the Construction Manager's safety program, making regular assessments of the Construction Manager's compliance with the safety program, and identifying toolbox topics, safety signage, and safety orientation materials.
- .13 Recommend risk management practices including, without limitation, claims reporting and handling procedures, issuance of insurance certificates, establishment of drug and alcohol policies and procedures, accident investigation procedures, site safety orientation, and return to work programs.
- .14 Assist with claim reporting and management. Coordinate claim management activity of carriers. Conduct claim review meetings with the Team and Authority.
- .15 Provide such other services that are customarily required by the selected Proposer's Standard of Care as defined in **Exhibit K**.

Exhibit E
Contents of the Proposal

Proposals should include the following information:

A. Approach and Plan

1. Provide a plan of operation that fully addresses how each of the services outlined in Exhibit D would be provided.
2. Based on Proposer's knowledge of the Project, identify key risks faced by the Authority and the Team.
3. State who the Proposer would assign to the account as account executive and primary support staff and provide detailed resumes for these individuals.
4. Describe the Proposer's ability to aid the Authority and Team in controlling liability and property insurance costs and exposure over the course of the Project.
5. Describe the responsibilities of the Authority and Team's support staff and how the support staff would interact with insurers, enrolled Construction Manager, Subcontractors, Trade Contractors and the Authority's and Team's respective representation.
6. Describe any additional services that have not been outlined in this Request for Proposal that the Proposer offers to clients and that Proposer believes could be of significant benefit to the Authority and Team, together with any related fees for those services.
7. Describe the Proposer's ability to address thoroughly the broad range of issues involving the allocation of risk and responsibility and how the Proposer proposes to strengthen the Authority's and Team's understanding of these issues.
8. Identify those aspects of administration, including specific challenges faced on this project, which will be critical to the success of an OCIP, and the Proposer's unique qualifications for managing them.
9. Describe Proposer's approach to determining which contracts/contractors will be covered by an OCIP.
10. Describe the Proposer's contract review, payroll auditing, loss control and prevention, insurance cost projection, data management systems, project reporting and other Owner's Insurance Program administration services.
11. Describe the Proposer's approach and success rate in capturing credits as part of an OCIP or CCIP, and how the Proposer would work with Authority and Team representatives to accomplish the capture of credits.
12. Describe the Proposer's ability to reach all primary insurers providing the Owner's Insurance Program coverage.
13. Describe and discuss the Proposer's approach and success rate in expediting the recovery of collateral that may be part of an OCIP or CCIP.

14. Describe and discuss the Proposer's approach in assisting the Authority and Team, and their representatives, with claim handling, negotiation, resolution, and mitigation.
15. Describe any proprietary risk management information systems that Proposer will employ to deliver the services described in its Proposal, and how they will benefit the Authority and Team and all project participants.
16. Describe any other considerations the Proposer believes to be important to the design, implementation, and analysis of the OCIP or CCIP.

B. Proposer Information

1. Describe the Proposer, its size, number of employees, and annual revenue.
2. Describe the Proposer's general experience in providing service of the nature the Authority and Team seek and provide a list of recent major construction projects where Proposer has provided similar services with the names of and contact information for the owner's representatives for the respective projects. The Authority and Team may choose to contact these accounts.
4. Describe how the Proposer is distinguished from its competitors.
5. Describe any claims, litigation, mediation, or arbitration against the Proposer in the last five (5) years.
6. Describe any conflicts of interest that you may have in representing the Authority and Team, including without limitation any conflicts or business relationships you may have with HKS, Inc., M.A. Mortenson Company, the National Football League, the City of Minneapolis, the State of Minnesota, Laborer's Union Local No. 563, or other parties having an interest in the Project that may be construed to be a conflict of interest.
7. Provide Proposer's specimen insurance certificate.

C. Financial Proposal

1. The Proposer's financial proposal will be a significant factor in the Authority's and Team's evaluation of Proposals. Each Proposer shall include a breakdown of its financial proposal identifying the component of the financial proposal associated with each service the Proposer proposes to perform using the matrix included as Attachment 1.
 1. Comprehensive Fee. Please state Proposer's comprehensive fee for all or part of the services requested in this RFP for the duration of the Project. All profit and fees to be derived from provision of brokerage services should be included. Please warrant and represent that Proposer will neither charge the Project, nor request or accept from any insurance provider or the Construction Manager, any other fees, commissions, profit sharing, rebates, overrides on payment, or other remuneration, whether direct or indirect, arising out of the provision of brokerage services for the Project. The Proposal should include the following:

- .1 The proposed schedule for payment of Proposer's total compensation;
 - .2 A statement as to whether any other fees, commissions or remuneration of any kind are anticipated for any specialty coverage placement (if so, please specify);
 - .3 A statement of any additional fees to be charged should the Owner's Insurance Program include contingent coverages;
 - .4 Proposer's plan, if any, for sharing in insurance cost savings and participating in insurance cost overruns; and
 - .5 Describe Broker's policy on transparency of income as well as position on the collection of contingency fees, bonus commissions or other income that is not directly related to the placement of policies or delivery of services to Company.
2. Administrative Fees. Please set forth on an itemized basis each and every administrative cost, fee or charge that Proposer anticipates submitting for reimbursement on the Project. For each charge, please indicate the basis for the charge, anticipated timing of required payment, and Proposer's estimate for the total of all such charges for the duration of the Project. Please include a separate breakout for specific items within Proposer's anticipated scope of services, including, but not limited to:
- .1 Owner's Insurance Program development and implementation services;
 - .2 Risk control services;
 - .3 Policyholder services;
 - .4 Safety and loss control services;
 - .5 Claims management services;
 - .6 Provision of a risk management information system; and
 - .7 Any other general administrative services.

D. Proposed Terms and Conditions of Engagement. [to be issued by addendum]

- 1. The Authority and Team anticipate that the proposed terms shall be set forth in a Professional Services Agreement in a form to be issued by addendum as Exhibit K. Accordingly, the Authority and Team request that the Proposer identify any and all essential changes the Proposer would require to the proposed terms set forth in Exhibit K, which changes will be discussed by the Authority and Team during discussions and negotiations. Failure to request a change prior to discussions and negotiations will preclude the Proposer from later requesting negotiation or changes.

**ATTACHMENT 1 to EXHIBIT E
Financial Proposal Matrix**

Type of Insurance and Associated Services as Set forth in Exhibit D	Proposed Basis of Compensation	Total
Worker's Compensation		
Employer's Liability		
Commercial General Liability		
Excess and/or Umbrella Liability		
Pollution and Environmental Liability		
Railroad Protective Insurance		
Project Specific Professional Indemnity Insurance and/or OPPI		
Builder's Risk Property Insurance		
Other		
OCIP Consulting and Administration		

EXHIBIT F
ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted With Proposal)

In submitting a Proposal the undersigned has certified that the Proposer has reviewed the Request for Qualifications/Proposals (“RFQ/RFP”) dated February 25, 2013 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFQ/RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFQ/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 G

CONFIDENTIALITY AGREEMENT (To Be Submitted With Proposal)

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 _____ (“Contractor”) in connection with the provision of insurance consulting and brokerage services 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 Contractor to assist in consulting or working on the Project. Because the Contractor may have access to confidential and proprietary information of the Authority or Team as a result of the Project, the Contractor 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 Contractor’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.
2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Contractor 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 Contractor shall not be considered a breach of this Agreement.
3. The Contractor 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 Contractor use less than reasonable care.

4. If the Contractor 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 Contractor shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.
5. The Contractor 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 Contractor 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 Contractor 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.
6. In the event of any litigation between the Project Participants and the Contractor in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.
7. All references to the Contractor 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 Contractor 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")

_____(Seal)
("Contractor")

WITNESS:

(If Contractor is a corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

(if applicable)

EXHIBIT H

[Reserved]

EXHIBIT I
NON-COLLUSION STATEMENT

(To Be Submitted With Proposal)

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 Proposal)

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:

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

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 K
[to be added by addendum]