

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

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

**INSURANCE BROKER SERVICES FOR PROPERTY AND CASUALTY
PROGRAM**

REQUEST FOR QUALIFICATIONS/PROPOSAL
MINNESOTA SPORTS FACILITIES AUTHORITY – INSURANCE BROKER SERVICES

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**REQUEST FOR QUALIFICATIONS/PROPOSALS
INSURANCE BROKERAGE SERVICES – PROPERTY AND CASUALTY PROGRAM**

I. INTRODUCTION AND PROCUREMENT PROCESS

The Minnesota Sports Facilities Authority (the “MSFA”) is soliciting qualifications/proposals for an insurance agent/broker who will handle the placement and servicing of its property and casualty program. This insurance program includes auto liability, crime, property, terrorism, general and umbrella liability, public officials’ liability, and worker’s compensation coverage. The MSFA is a public body; a political subdivision of the State of Minnesota.

The issuance of this Request for Proposals ("RFP") constitutes only an invitation to submit proposals to the MSFA. It is not to be construed as an official and customary request for bids, but as a means by which the MSFA can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to supply information/negotiate and NOT A BID.

The MSFA reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

The RFP does not commit the MSFA either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Proposer to enter into an Agreement with the MSFA.

It is understood that any proposal received and evaluated by the MSFA can be used as a basis for direct negotiation of the cost and terms of a contract between the MSFA and the particular firm submitting such a proposal. The MSFA reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting this proposal, it is understood by the Proposer that the MSFA reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that the MSFA deems is in its best interest.

Evaluation of proposals by staff or by any other group are advisory only; the MSFA may consider or reject such evaluation(s) for any or all proposals, such evaluations are for the sole benefit of the MSFA, and as such, they are not binding upon the MSFA nor may they be relied upon in any way by a Proposer.

In the event that this RFP is withdrawn by the MSFA for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the MSFA shall have no liability to Proposer for any costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The MSFA reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. The MSFA is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of the MSFA to enter into a

contract with the firm(s) with which the MSFA can make the most satisfactory arrangements for its needs.

The MSFA has broad rights with respect to the procurement and contracting processes as detailed in this proposal. The MSFA may decide to contract with more than one entity to develop the services contemplated herein.

II. SCOPE OF SERVICES

The MSFA is soliciting information from insurance agents/brokers for its property and casualty insurance program. The MSFA may retain more than one firm.

Service capabilities and support are key aspects of the agent/broker relationship with the MSFA. An agent/broker responding to this request should demonstrate substantial, high-level knowledge, expertise, and success in at least the following areas:

- A. Evaluation of the existing MSFA property and casualty insurance program and suggest recommendations for additions or changes to coverages and limits of insurance.
- B. Marketing the MSFA property and casualty insurance program and obtaining competitive quotes.
- C. Presenting a written report to document the quotes received from the various carriers.
- D. Reviewing the individual policies for accuracy and completeness prior to delivery to MSFA.
- E. Advising, reporting, handling all claims and monitoring the claims.
- F. Performing a semi-annual loss review and presenting a semi-annual loss report.
- G. Coordination with OCIP Insurance Broker who will have responsibilities to place insurance coverage for a new Stadium. See Exhibit C attached hereto for further details.
- H. It is estimated that the MSFA will continue to host events at the Metrodome through early 2014 and in the spring of 2014 the Metrodome will be closed. The MSFA would then rent office space and space for storage for equipment.

I. SUMMARY OF MAJOR COVERAGES:

Policy expiration dates are June 15, 2013.

Coverage	Insurer	Limits	Deductible	Premium
Auto	Axis	\$1 million BI/PD	\$250 comp \$250 coll	\$ 1,001
Crime	Chubb	\$1 million	\$5,000	\$ 8,575
General Liability	Axis	\$1 million/occ \$2 million/agg \$2 million/prod compl \$1 million liq liab	\$0	\$ 44,838

Umbrella	Axis	\$10 million	\$10,000	\$ 19,301
Workers Comp	SFM	Statutory		\$ 28,839
Property (roof deductible)	Multiple (1)	\$315 million	\$50,000/prop \$500,000/roof	\$627,556
Roof deductible buy-back	Mt Hawley	\$475,000		\$ 53,070
Boiler & machinery	Hartford Steam Boiler	\$100 million	\$50,000	\$ 8,860
Property terrorism	Lloyds	\$150 million	\$1 million/occ	\$ 77,310
Public officials	Chartis	\$3 million/agg	\$25,000	\$ 25,722

(1) The property policy has a layered loss limit approach:

Layer 1 - \$25 million – Lloyds of London

Layer 2 - \$25 million – Limit shared by Aspen (50%) and Arch (50%)

Layer 3 - \$250 million – Limit shared by Great American (20%), RSUI (40%), One Beacon (40%)

Layer 4 - \$15 million - Axis

III. SUBMISSION OF PROPOSALS

Each proposer must submit an original and five (5) hard copies of the proposal and a copy in electronic format. The MSFA must receive proposals no later than 1:00 p.m., Central Time (CT), February 22, 2013, at the following address:

Mary Fox-Stroman, CPA
 Director of Finance
 Minnesota Sports Facilities Authority
 900 South Fifth Street
 Minneapolis, MN 55415
 E-mail: mary.fox-stroman@msfa.com

RE: INSURANCE AGENT/BROKER PROPOSAL-PROPERTY AND CASUALTY PROGRAM

The MSFA will not accept proposals submitted by telegraph or facsimile. The MSFA is not responsible for delays or losses caused by the U.S. Postal Service or any other carrier or delivery service. The MSFA reserves the right to accept proposals after the date specified above.

IV. TIMELINE

- A. February 1, 2013 – Advertisement of Request for Qualifications/Proposals
- B. February 15, 2013- 12:00 p.m., Closing Date & Time for Written Questions.
- C. February 22, 2013- 4:00 p.m., Submittal of Qualifications/Proposal Due.
- D. March 4, 5 or 6, 2013- Interview(s) of Short-listed Candidate(s)

MSFA reserves the right to modify this Proposal Timeline.

V. RULES GOVERNING RFP PROCESS

A. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

1. **Proposal Status** - The issuance of this RFQ/RFP constitutes only an invitation to submit proposals to the MSFA. It is to be distinguished from a bidding situation and is not to be construed as an official and customary request for bids, but as a means by which the MSFA can facilitate the acquisition of information related to the purchase of Consultant services. Any proposal submitted, as provided herein, constitutes a desire to negotiate and recognition that the proposal is not a bid and is not being submitted as part of a bid process.
2. **Economy of Preparation** - Proposals should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Proposer's capabilities to satisfy the requirements of the RFP. Fancy binding, colored displays, promotional material, etc., are neither necessary nor desired. Technical literature about the Proposer's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible. Proposals shall be limited to 25 pages (8 ½ x 11 paper).
3. **Proposal Signature** - Each proposal shall be signed by a principal of the Proposer firm, or another person, who is fully authorized to act on behalf of the Proposer.
4. **Modification or Withdrawal of Proposal** - Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. No oral, telephonic, e-mail, or facsimile (FAX) proposals or modifications will be considered.

A Proposal may not be modified, withdrawn, or canceled by the Proposer for a period of three (3) months following the time and date designated for receipt of Proposals. Each Proposer so agrees in submitting a Proposal. Any such modification, withdrawal or cancellation shall be submitted in writing to the Contact Person at the address contained in Section V (D) (1) herein.

Before the time and date designated for receipt of Proposals, no Proposal may be released or physically withdrawn, but any Proposal submitted may be modified, canceled, or withdrawn by written notice to said Contact Person at the place designated in Section V (D)(1), Contact Between Proposer and the MSFA - Questions. Such notice shall be in writing over the signature of Proposer. If by fax, the original over the signature of the Proposer shall be mailed and received on or before the date and time set for receipt of Proposals, and it shall be so worded (if original Proposal is modified) so as not to reveal the amount of the original Proposal. Written withdrawal or cancellation by Proposer of a Proposal prior to the Proposal opening will nullify the Proposal. However, the original Proposal shall not be physically returned to the Proposer until after the time for receipt of the Proposals.

Withdrawn or canceled Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that the resubmitted proposal is in conformance with this RFP.

5. **Extension of Time** - The MSFA reserves the right to extend the proposal due date. If a Proposer needs an extension of time to prepare the proposal a written request should be forwarded no later than two (2) business days prior to the due date of this RFP. The request should be directed to the address noted in Section V (D) (1), Contact between Proposer and the MSFA - Questions. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. The MSFA reserves the right to extend the submission deadline only at the discretion of the MSFA and not at the mere request of the Proposer(s). In the event of an extension, prospective Proposer(s) will be notified immediately and appropriate addenda will be issued.
6. **Addenda** - The MSFA reserves the right to add, change, or delete any provision or statement in the RFQ/RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFQ/RFP, addenda to the RFP will be provided to all Proposers who received a copy of the RFP. It is the responsibility of each prospective Proposer to assure receipt of all addenda.
7. **Right to Withdraw RFP** - The MSFA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Proposer for any costs or expenses incurred in connection with the RFP or otherwise.

B. PROPOSAL CONDITIONS

1. **Public Record** - Proposals submitted become a matter of public record. For additional information regarding those portions of a proposal that the Proposer might regard as a trade secret or confidential, Proposer should review the pertinent provisions of Exhibit A, General Provisions, herein attached.
2. **Service Method Variations** - It is recognized that each Proposer may have unique or typical methods of service delivery. It is not the intention of the RFP to disqualify a Proposer due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. **Award** - The MSFA reserves the right not to award a contract to any Proposer. If the MSFA decides to award a contract(s), the MSFA will award a contract(s) to the qualified Proposer(s) whose proposal the MSFA determines best meets the needs of the MSFA. The MSFA reserves the right to award a contract(s) other than to the lowest priced proposal. The MSFA reserves the right to award a contract(s) to a non-Proposer(s).
4. **Ownership of Materials Submitted** - All material submitted becomes the property of the MSFA and will not be returned.
5. **Proposers' Costs** - The MSFA shall not be responsible for any costs incurred by Proposers in connection with this RFP. Proposers shall bear all costs associated with proposal preparation, submission and attendance at presentation interviews, or any other activity associated with this RFP or otherwise.

6. **Use of Proposal Ideas** - The MSFA reserves the right to use any or all Proposer service ideas presented. Selection or rejection of the proposal does not affect this right.
7. **Sub consultants** - If the proposal represents offerings to be provided by different firms or other organizations, the contract will be solely with the Proposer (Consultant/Contractor), who will be required to assume responsibility for the total project. Any proposed sub consultant(s) will be subject to the MSFA's approval and should be identified in the Proposal. The MSFA is soliciting and seeks RFQ/RFP's from full service firms but recognizes that respondents may wish to supplement services from skilled specialty sub consultants, including brokers who are licensed in the London insurance markets.
8. **Performance Standards** - If awarded the 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 professional standards. The prospective Contractor further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.
9. **Licenses and Permits** - The Consultant shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the MSFA.
10. **Insurance** - The Consultant or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

C. CONTRACT AWARD AND CONTRACT

1. **Award Discretion** - While the MSFA may ultimately decide to enter into a contract with that person or firm with which the MSFA can make the most satisfactory arrangement for meeting its needs, the MSFA is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.
2. **Multiple Firms** - The MSFA may retain more than one (1) firm. If a Proposal is limited to certain responsibilities, the Proposal must clearly state the work proposed to be performed, and the items not included in the Proposal.
3. **Submission of Contract Documents** - Within ten (10) business days after receipt of contract award and receipt of the contract forms, the successful Proposer(s) shall execute two (2) duplicate originals and return them to the MSFA. Such contract shall be prepared by the MSFA and the contract terms shall consist of this RFP (and any and all addenda thereto and all material attached to and made a part of the RFP), the terms of the Proposal as such terms are finally accepted by the MSFA, as well as all other provisions which the MSFA agrees may be included in the contract.

4. **Changes** - The MSFA shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written contract amendment issued by the MSFA and bearing the acceptance endorsement of the Consultant. Deletions from the scope of work required may be made at the sole discretion of the MSFA.
5. **Failure to Execute Contract** - The MSFA reserves the right to award to another Proposer(s) if the successful Proposer fails to execute and return the contract (two duplicate originals) within ten (10) days after receipt of said award notification and a receipt of contract forms. The re-award to another Proposer shall be in addition to any other right or remedy available to the MSFA under this RFP, contract law, statute, and/or in equity.
6. **General Provisions** - The General Provisions, which include the General Insurance Provisions for Consultant contracts, are included as Exhibit A and are herein incorporated by reference. If a Proposer has a concern or objection to any of these provisions, it should so indicate in its proposal. The MSFA reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at the MSFA's discretion.
7. **Non-Waiver of Defaults** - Any failure by the MSFA to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the MSFA to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

D. CONTACT BETWEEN PROPOSER AND THE MSFA

1. **Questions** - Inquiries concerning any aspect of this RFP and contract award should be submitted, in writing to:

Address: Minnesota Sports Facilities Authority (MSFA)
900 South 5th Street
Minneapolis, MN 55415

Contact Person: Mary Fox-Stroman, CPA
Director of Finance
E-mail: mary.fox-stroman@msfa.com

The MSFA will accept written inquiries by electronic mail. The closing date for receipt of written questions will be on February 15, 2013, by noon, CT.

2. **Interpretation of Documents** - If any Proposer contemplating submission of a proposal is in doubt as to the true meaning of any part of the RFP or other proposed Contract Documents; the Proposer may submit to the MSFA, at the address noted in Section V (D)(1) above, a written request for an interpretation thereof. Replies to inquiries will be published in the form of addenda to the RFP. Proposers shall rely only on the RFP and addenda in preparing and submitting a Proposal.
3. **Errors** - Should the Proposer believe that an error appears in the RFP documents, Proposer shall notify the MSFA immediately, at the address noted in Section V (D)(1) above, in writing no later than February 15, 2013, by noon, CT.

VI. SELECTION OF PROPOSAL

A. PROPOSAL RECOMMENDATION

1. **Selection Committee** - The Commissioners of the MSFA shall have final decision-making regarding the MSFA award of any and all contract(s) resulting from this RFP. The Chair may designate a Selection Committee to make a recommendation to the Commissioners of the MSFA.
2. **Evaluation of Proposals** - Evaluation of proposals by the Selection Committee, MSFA staff, or by any other group, individual or entity, are advisory only. Such evaluations are for the sole benefit of the Commissioners of the MSFA and may not be relied upon by any Proposer.

B. SELECTION PROCESS

1. **Evaluation Factors** - Evaluation factors shall include, but are not limited to, the following:
 - Proposer's expertise, experience, and service capabilities.
 - Proposer's key staff proposed to be assigned to perform work for the Authority
 - Proposer's past performance.
 - Proposer's access to specialized insurance markets
 - Proposer's telephone or in-person interview, if requested.
 - Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.
 - Cost (fees and/or commissions)
2. **Criteria Compliance** - The MSFA reserves the right to determine, in its sole and absolute discretion, whether any aspect of a Proposal satisfactorily meets the criteria established in this RFP.
3. **Submission of Alternatives** - Although this RFP specifies minimum requirements for insurance brokerage representation and should be responded to in all respects, Proposers are invited and encouraged to submit alternatives that may be of interest to the MSFA.

4. **Additional Information Requests** - The MSFA reserves the right to request additional information from Proposers during any phase of the proposal evaluation process. During the evaluation and selection process, the MSFA may require the presence of Proposer's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.
5. **Conditions of Award** - The MSFA may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the MSFA.

VII. CONTENT OF PROPOSAL

Proposals must include the following information, preferably in the following order:

A. QUALIFICATIONS (KNOWLEDGE, EXPERTISE, CAPABILITIES)

1. **Proposer History** - A statement giving a brief history of the Proposer's organization; how it is organized, and how its available resources will be utilized for the MSFA.
2. **Proposer Qualifications** - Information which highlights Proposer's particular expertise and experience to provide insurance agent/broker services as outlined in the Scope of Services section. Provide examples of similar clients in size and scope with the appropriate references.
3. **Assignment of Professional Staff** - The Proposer must identify the specific staff that will be responsible for the contemplated services.

B. MARKETING

Marketing the insurance program is an important role of the broker/agent. The Metrodome presents a challenging risk to insure. Any marketing strategies or program designs that you develop should be conceptual. **DO NOT APPROACH ANY INSURERS ON OUR BEHALF AND PROPOSERS 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.**

1. .
 - (a) Identify insurers your firm would suggest for the MSFA insurance program. It is acceptable to suggest continuing with the incumbent insurers. The suggestion should include supporting rationale.
 - (b) Identify if your firm is able to directly access the incumbent insurers and other suggested insurance markets or if your firm would access these insurers through a wholesale broker or other source.
 - (c) Design a strategy for the MSFA to secure a competitive insurance program with broad coverage. The strategy should include supporting rationale.

2. It is appropriate to periodically improve or validate the MSFA's insurance program and pricing offered by insurers. All ideas and recommendations are to be conceptual. Provide recommendations for program improvements and include supporting rationale.

C. BUDGET INFORMATION

1. **Fees** – Each proposal should include a broker service fee or commission for the identified services and a separate fee or rate for additional services that are recommended. If commissions are proposed, the percentage should be specified for each line of coverage and the premiums in the Coverage Summary (below) should be used as the basis for the commission percentages. Any additional fees, commissions or contingencies that would be earned should be clearly identified.
2. **Cost Terms** - Each proposal should be submitted in the most favorable terms with respect to costs and in a complete and understandable form.

D. ADDITIONAL PROPOSAL CONTENTS

1. **Insurance** - Ability to ensure appropriate coverage.
2. **Diversity** - Commitment to diversity as evidenced by such factors as the actual diversity among its existing or proposed staff/employees or the existence of an affirmative action plan addressing the diversity issues in recruitment, retention, and promotion of staff/employees.
3. **Conflict of Interest** - Any current relationships of the Proposer or its staff/employees with the MSFA, Minnesota Vikings, Minnesota Vikings' consultants, National Football League or its consultants, the City of Minneapolis, 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.
4. **Exceptions to the General Provisions** - Proposer should identify any concern or objection to the General Provisions. The MSFA reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Proposer, at the MSFA's discretion.
5. **Supplemental Information** - Any supplemental information which the Proposer thinks will be valuable to the MSFA in evaluating the qualifications of the Proposer and its individual personnel to provide services as described herein.
6. **Minnesota Affirmative Action Data Page (attached Exhibit B)** – Include form with proposal.

VIII. GENERAL PROVISIONS

A. CONFIDENTIALITY

Information supplied by the Proposer to the MSFA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Sections 13.01 et seq. Such information shall become public

unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP, the Proposer shall take reasonable steps to identify and provide reasonable justification to the MSFA regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Proposer agrees as a condition of submitting a proposal that the MSFA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

The MSFA will not consider any cost information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

The language contained in Exhibit A, attached and incorporated herein by this reference, is mandatory language which will be included in any contract entered into between the MSFA and the successful Proposer(s).

EXHIBIT A

EXHBIT A WILL BE PROVIDED AS ADDEDDUM TO THE RFP.

EXHIBIT B

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 5th Street, Suite 700

St. Paul, MN 55101

Website: www.humanrights.state.mn.us

Email: employerinfo@therightsplace.net

Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

EXHIBIT C

The Minnesota Sports Facility Authority (the “Authority”) and the Minnesota Vikings, LLC (the “Team”) plan 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 Minnesota Laws 2012, 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. 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 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 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. 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 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. 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 on 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, an Owner’s Project specific Professional Liability insurance program which may include project specific primary professional liability coverage and/or an owners protective indemnity policy (collectively “Owner’s PLI Program”), 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 the policies.