

Request to Submit a Proposal of Qualifications
New Minnesota Multipurpose Stadium
Pre-Opening, Management, Operating and Marketing
Services

for the

Minnesota Sports Facilities Authority

and

Minnesota Vikings Football Stadium, LLC

RFP Qualifications Issuance Date: March 7, 2014

RFP Qualifications Due Date: March 20, 2014

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CONFIDENTIALITY NOTICE

THIS DOCUMENT IS CONFIDENTIAL AND NO DUPLICATION IS PERMITTED WITHOUT THE CONSENT OF MINNESOTA SPORTS FACILITIES AUTHORITY AND MINNESOTA VIKINGS FOOTBALL STADIUM, LLC.

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Minnesota Sports Facilities Authority

Minnesota Multi-Purpose Stadium Request to Submit a Proposal of Qualifications for providing Pre-Opening, Management, Operating and/or Marketing Services

I. GENERAL INFORMATION

The Minnesota Sports Facilities Authority, a corporate and political body having all the rights, powers and immunities of a municipal corporation (the “Authority”), is issuing this Request to Submit a Proposal of Qualifications (“RFP Qualifications”) for management companies to manage, operate, maintain and/or market the Minnesota Multipurpose Stadium (the Stadium) located in Minneapolis, Minnesota.

In 2012, the State of Minnesota enacted the Act to establish the Authority and to provide for, among other things, the financing, construction, and long-term use of a new multipurpose Stadium and related Stadium Infrastructure as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities. The Stadium is currently under construction and slated for completion in July 2016.

As set forth in the Act, the selection of a Stadium Manager is a collaborative process between the Authority and the Vikings (for purposes of reference in this RFP Qualifications the Vikings and the Team will be collectively referred to herein as the “Vikings”). To that end, the Authority and the Vikings have prepared this RFP Qualifications for soliciting pre-opening, management, operating and marketing services at the Stadium. All or individual components of the services requested in this RFP Qualifications may be performed by one or more firms.

II. STADIUM DESCRIPTION

The Stadium is to be located on a site partially including the site of the Existing Stadium and also including additional adjacent land to be acquired. The preliminary Site Plan for the Stadium Site is attached hereto as **Appendix A**.

The Stadium will have seating capacity of approximately 65,000 seats (expandable to 72,000 to host the Super Bowl) for use during all NFL home games played by the Team, and for other special events such as the Super Bowl, NCAA basketball, amateur baseball, Major League Soccer, concerts, civic, community and not-for-profit events, and other events to be determined. The Stadium will be a fixed-roof structure with artificial grass and a view of the Minneapolis skyline. The Stadium is being designed to meet the standards required for a National Football League franchise, as well as other programmatic uses consistent with other multipurpose

facilities. Construction of the Stadium and Stadium Infrastructure began in the 4th quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure anticipated to be achieved on or about July 15, 2016.

As a part of a larger multi-use development of the surrounding area, an Urban Park will be developed that is adjacent to the Stadium Site that will be comprised of approximately one (1) and two-thirds (1 and 2/3) blocks that can be used by the Authority and the Vikings for activities associated with the Stadium or for other events based on certain agreed upon conditions. The use of the Urban Park by the Authority and the Vikings is subject to the Urban Park Use Agreement.

The Stadium is planned as a LEED (Leadership in Energy and Environmental Design) Building as Certified by the U.S. Green Building Council.

Current architectural plans and drawings for the Stadium are in 50% construction document drawings form and will be made available to Proposers at such time as Proposers provide the Authority and the Vikings with the qualifications requested in this RFP Qualifications and related Schedules as set forth in Section IV.B. hereto and the Authority and the Vikings, in their sole judgment, deem the Proposer qualified to provide pre-opening, management, operating and/or marketing services at the Stadium. It is intended that the Manager will, immediately upon selection as a Proposer and, as requested, assist the Authority and the Vikings with input on the design, planning and value engineering for the construction and operations of the Stadium, keeping in mind the future efficient management, operation and maintenance of the Stadium.

III. DUTIES OF MANAGER

The Manager(s) selected by the Authority and the Vikings to manage, operate, maintain and market the Stadium will act as the Authority's agent with respect to the day-to-day operations of the Stadium and Stadium Infrastructure. The Authority will set policy, approve long term contracts and oversee the operations of the Manager, amongst other duties. Any Manager(s) selected by the Authority and the Vikings will have the following basic duties:

- Act as agent for the Authority in executing the operational requirements of the Stadium Use Agreement and interact with the Vikings, Concessionaires, other Authority contractors and other users of the Stadium and associated Urban Park (as necessary);
- As required, market, book, promote and develop Authority Events and a variety of civic, community, athletic, educational, cultural and commercial events and activities in the Stadium and the Urban Park to maximize utilization Authority Event revenues for the Authority;
- As required, maintain the physical plant of the Stadium, Stadium Infrastructure and Stadium Site in a safe, well maintained and sanitary condition;

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- Make recommendations to the Authority, in consultation with the Vikings, regarding Capital Improvements and repairs/replacements needed to maintain the Stadium and/or improve its operations;
- Make recommendations on Stadium operating improvements that would promote better service to the event users and patrons, promote efficiency and costs savings, and/or increase the safety and security of the Stadium;
- Maintain financial and accounting books, records and reports of the management, operation, maintenance and promotion of the Stadium and other such records and reports as requested by the Authority related to activities at the Stadium; and
- Prepare an initial and ongoing Operating Plan and operating budget, an annual Capital Funding Plan, financial reports as determined by the Authority and a management plan for each fiscal year for submission and approval of the Authority.

IV. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all proposal documents and any other revisions, and thoroughly familiarize itself with all requirements prior to submitting a proposal.

- A. The following timetable has been established by the Authority and the Vikings for the issuance, response and award of contract for the Services. The Authority and the Vikings reserve the right to modify this timetable and will notify each Proposer of any change in the schedule.

RFP Qualifications Issuance Date:	March 7, 2014
RFP Qualifications Due Date:	March 20, 2014
Issuance of RFP for Services (to qualified firms):	March 28, 2014
Pre-Proposal Meeting Date:	April 8, 2014
Proposal Due Date:	April 30, 2014
Oral Presentations:	May, 2014
Contract Negotiations:	May/June, 2014
Contract Execution Date:	May/June, 2014
Initial Service Commencement Date:	July 1, 2014
Full Time Service Commencement Date:	July 1, 2016

- B. Proposers are expected to deliver a response to the RFP Qualifications no later than **2:00 pm, March 20, 2014** to the Authority's CEO/Executive Director, with copies to the Vikings, at the addresses set forth in **Section IV.D.** below. The Proposer shall provide detailed qualifications relative to this RFP Qualifications and shall:

- List current multipurpose and professional sports venue facilities where the Proposer provides or has provided pre-opening, management, operating and marketing services. Specifically note those facilities that are multipurpose and/or have as users National Football League teams. Please provide information regarding the name, address, contact name, length of service, size of the stadium, and number and type of events. Provide a detailed description of the services provided by the Proposer.
- If the Proposer does not provide all of the Services, list current multipurpose and professional sports venue facilities where services performed include or have included only marketing services. Please provide information regarding the name, address, contact name, length of service, size of the stadium, and number and type of events. Provide a detailed description of the marketing services provided by the Proposer.
- If the Proposer does not provide all of the Services, list current multipurpose and professional sports venue facilities where services performed include or have included only physical plant maintenance and operations. Please provide information regarding the name, address, contact name, length of service, size of the stadium, and number and type of events. Provide a detailed description of the physical plant maintenance and operations activities services provided by the Proposer.
- If the Proposer does not provide all of the Services, list current multipurpose and professional sports venue facilities where other services related to the pre-opening, management, operation or marketing services are performed or have been performed. Please provide information regarding the name, address, contact name, length of service, size of the stadium, and number and type of events. Provide a detailed description of the physical plant maintenance and operations activities services provided by the Proposer.

In addition, the Proposer shall provide, in completed form, **Schedule 1** - "Proposer Background Information", **Schedule 2** - "Acknowledgement and Attestation Form" and **Schedule 3** - "Confidentiality Agreement."

- C. All inquiries regarding this RFP Qualifications must be in writing and concurrently directed to: Ted Mondale and Steven Poppen/Kevin Warren at the respective addresses in Section IV.D. below or via email to ted.mondale@msfa.com, poppens@vikings.nfl.net, and warrenk@vikings.nfl.net. Questions may be submitted up to **March 14, 2014**. If the questions are deemed necessary to provide clarification, an addendum to this RFP Qualifications will be issued three (3) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of the Authority or the Vikings regarding the Stadium and/or this RFP Qualifications, including contact by proposer's contractors, agents, representatives and consultants, could result in your proposal being disqualified.

- D.** Each Proposer shall submit eight (8) bound copies and one (1) electronic copy of their proposal of qualifications no later than **March 20, 2014, 2:00 p.m. CDT** addressed to:

Mr. Ted Mondale
Executive Director/CEO
Minnesota Sports Facilities Authority
511 11th Avenue
Suite #401
Minneapolis, MN 55415

Three (3) bound copies and one (1) electronic copy should also be sent and addressed to:

Mr. Steven D. Poppen
Minnesota Vikings Football Stadium, LLC
Minnesota Vikings – Winter Park
9520 Viking Drive
Eden Prairie, MN 55344

Proposals of qualifications received after **2:00 P.M. (CDT)** on **March 20, 2014** may not be accepted.

- E.** All Persons responding to this RFP Qualifications are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Proposers shall note with their submittal any privileged information or other private data in or withheld from their submittal, and shall contact the Authority regarding confidential treatment of such privileged information or other private data.
- F.** The Authority and the Vikings, at their sole discretion, shall have the right to determine whether any particular Proposer has the qualifications to proceed in this process based on the Proposer's response to the RFP Qualifications. Several factors shall be considered when making such determination including: (i) demonstrated understanding of and responsiveness to the requirements (x) of this RFP Qualifications and (y) for the Project; (ii) the Proposer's past experience in opening newly constructed multi-purpose professional sports facilities and/or similar NFL facilities; and (iii) prior and current experience in operating multipurpose professional sports facilities and/or similar NFL facilities.

G. Execution of proposal:

1. If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the State in which the corporation is chartered, and if the State is other than Minnesota, the proposal will show that the corporation is authorized to do business in the State of Minnesota.
2. If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other person duly authorized to bind the partnership. The capacity and authority of the person signing will be shown.
3. If the Proposer is an individual or sole proprietorship, the individual person, stating name or tradename, if any, will sign the Proposal.
4. In any case, the Proposal will show the present business address of the Proposer at which communications from the Authority and notices served are to be received.

H. The Authority and the Vikings reserve the right to withdraw this RFP Qualifications at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate. The Authority and the Vikings reserve the right to negotiate with one or more Proposers at any time and to request additional information, clarifications, modifications, addenda or amendments from one or more Proposers at any time.

I. All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation, will become the property of the Authority and the Authority will not be obligated to return the same to the Proposer. The Authority may use any and all information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents in any manner it may, in its sole discretion, deem appropriate. Selection or rejection of any Proposal will not affect the right of the Authority or the Vikings to use to any information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal.

V. PROPOSAL REQUIREMENTS

Each Proposer will submit, as a minimum, all of the following information:

- A.** A list of corporate officers of the Proposer and their experience in the facilities management industry.
- B.** A list of other facilities similar to the Stadium that the Proposer manages or operates or has managed or operated and provided all or a part of the Services requested as a part of

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this RFP Qualifications within the past five (5) years. Please provide detailed information, e.g., name, address and telephone number of the other stadium, key contact name, length of time served, nature of services provided and other relevant information that describes the Proposers experience.

- C. Copies of recent letters of commendation from clients and licensees served by the Proposer at the facilities listed above.
- D. It is the expectation of the Authority that all Authority administrative and management employees and other personnel that are not retained as direct employees of the Authority shall be engaged by the Manager(s), as applicable, and shall be employees, agents or independent contractors of the Manager, unless otherwise agreed to by the Authority. Prior to finalizing the Management Agreement, the Authority will determine which employees will be retained by the Authority to fulfill the Authority's ongoing obligations for the Stadium. The Manager shall agree to provide employees that are engaged by the Manager with compensation and benefits, at least comparable to what the employee currently receives from the Authority or received from the Authority at the Existing Stadium. Such employees shall be employed absent dismissal for just cause for a period of one (1) year after substantial completion of the Stadium. This provision does not apply to the Authority's Board Members, Chair or the Executive Director/CEO and their direct support staff.
- E. The Manager must implement the policies of the Authority regarding labor peace and workforce continuity as set forth herein. The Manager must include the requirements of these labor peace and workforce continuity policies in all solicitation documents for certain contracted Services for the Stadium, as defined herein, including requests for proposals and bid specifications. The Manager must further ensure compliance with these important policies by all contractors performing Stadium Services.
- **Labor Peace.** It is the policy of the Authority to minimize the potential for labor-management disputes that might interrupt contracted Stadium Services or inconvenience the fans. Accordingly, the Authority has a policy of using contractors who are signatory to a collective bargaining agreement or other valid contract that prohibits work stoppages and provides for a streamlined method for resolving labor disputes. As a condition of operating at the Stadium, any Contractor providing Stadium Services, shall be or become signatory to a collective bargaining agreement or other valid contract ("Labor Peace Agreement") with any labor organization seeking to represent the Stadium Services employees, which must contain provisions prohibiting the labor organization, and in the case of a collective bargaining agreement, all employees covered by the agreement, from engaging in picketing, work stoppages, and other economic interference at the Stadium and prohibiting the Contractor from locking out employees. The Labor Peace Agreement must further provide that all disputes relating to employment conditions or the negotiation thereof shall be submitted to final and binding arbitration. The Labor Peace Agreement must

have a duration of at least three (3) years from the Contractor's commencement of performance of Stadium Services.

- **Workforce Continuity.** It is the policy of the Authority to promote stability and continuity of the workforce providing Stadium Services. Accordingly, the Manager shall, on behalf of the Authority, offer the same or similar employment at the Stadium to all physical plant and grounds maintenance employees and other maintenance or similar public employees who are/or were employed by the Authority at the time of cessation of operations of the Existing Stadium and are not retired. Following substantial completion of the Stadium, any Contractor hired to replace another Contractor to provide the same or essentially the same Stadium Services shall offer employment to the preceding Contractor's employees for at least ninety (90) days following the termination date of the prior contract. During the ninety (90) day calendar period, the succeeding Contractor shall retain the right to terminate a retained employee for just cause. If at any time the succeeding Contractor determines that fewer employees are required to meet its obligations under its contract to provide services than were required by the preceding Contractor, the succeeding Contractor shall retain the right to lay off one or more retained employees based on the succeeding Contractor's staffing needs. Any such lay off shall be done in consultation and with written approval of the Authority.

- F.** The Manager will be required to take actions to achieve certain statutory objectives regarding workforce and business inclusion. With regard to Stadium and Services to be provided for the Stadium, the Authority shall make every effort to employ, and/or cause to be employed, women and members of minority communities. The demographics of the City are anticipated to transform the racial landscape over the next twenty (20) years. The minority population is anticipated to increase drastically, and the workforce in the City must reflect that of its residents. Recognizing these demographic trends is an important objective of the Authority. To ensure that minorities, women and underrepresented communities in Minnesota are adequately employed through opportunities at the Stadium, the Authority has contracted with an employment assistance firm ("EAF"). Once Existing Stadium employees are reclaimed, the EAF's employment plan will include conducting job fairs and other recruiting events which will be hosted by a number of local minority based non-profit organizations.
- G.** A disclosure statement setting forth any and all contractual relationships, understandings, agreements or contracts, whether in writing or not, that exist between the Proposer and the Authority, the Vikings, the Architect and Construction Manager of the Stadium, the Target Center, Target Field, University of Minnesota (TCF Stadium), Minneapolis Convention Center, St. Paul River Center, Xcel Energy Center, or any other event location in the Twin Cities area of Minneapolis/St. Paul capable of hosting large events, disclosing sufficient information about the nature and scope of the contractual relationship, understanding, agreement or contract.

H. The following completed schedules:

- Proposer Background Information - **Schedule 1**
- Acknowledgement and Attestation Form – **Schedule 2**
- Confidentiality Agreement – **Schedule 3**

If the Proposer fails to provide the required submittals as hereinabove delineated it may result in the Proposer being declared nonresponsive and subsequent rejection of its proposal.

VI. EVALUATION OF PROPOSALS

- The Authority and the Vikings will evaluate each responsive Proposal using such criteria as the Authority and the Vikings may determine in their sole discretion, including requests for clarification or additional information, if required.
- The Authority and the Vikings, in their sole discretion, may determine whether particular Proposers have the qualifications to manage, maintain, operate and/or market the Stadium.
- The Authority and the Vikings may eliminate, in their sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of the RFP Qualifications.
- The Authority and the Vikings may reject all proposals and decide to manage, operate, maintain and/or market the Stadium without the assistance of any Proposer.
- The Authority and the Vikings reserve the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the services with one or more Managers.
- The Authority or the Vikings will not be required to state or indicate any reason for rejection of any Proposals or that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of the RFP Qualifications.

VII. SCOPE OF SERVICES

A. The expected scope of Services and the Management Agreement(s) will include, but not be limited to the following Services:

1. Prior to the opening of the Stadium:

- Participation by the Manager in assisting the Authority in the review and comment on the planning, design and construction of the Stadium consistent with the terms and conditions of the Development Agreement and the Design Services;
- Working with the Authority and the Vikings, as applicable, in all aspects of the pre-opening of the Stadium so that the Stadium is fully functional and operationally efficient on the scheduled opening day of the Stadium; and
- Marketing and promotion of the Stadium to include scheduling and booking all events at the Stadium and marketing of the Urban Park on behalf of the Authority, subject to the approval of the Authority.

2. After the opening of the Stadium:

The Manager will be responsible to the Authority, subject to any rights or obligations assigned to the Vikings in the Stadium Use Agreement, for providing certain services with respect to the Stadium, including but not limited to the following:

- General management and operation services;
- Maintenance, engineering and custodial services;
- Security and crowd control;
- Event operations;
- Capital management and planning;
- Financial and operational reports; Compliance with any and all requirements of the state of Minnesota Legislative Auditor;
- Vendor negotiation and procurement;
- Consulting services;
- Landscape and maintenance of the Stadium Site; and

- Marketing of and booking of events at the Stadium and the marketing of the Urban Park on behalf of the Authority, subject to the approval of the Authority.

The foregoing Services are described in further detail below.

3. Goal and Objectives of Manager's Services. The goals and objectives of the Manager's services will be:

- Maximize the utilization of the Stadium by all segments of the local and regional population;
- Maximize the net annual revenues from Authority Events and the efficient operation of the Stadium;
- Enhance the quality of experience for all patrons attending all events at the Stadium;
- Maximize the number of events at the Stadium;
- Work with the operator of the Urban Park and maximize the utilization of the Urban Park on behalf of the Authority in accordance with the Urban Park Use Agreement;
- Maximize attendance at events;
- Maximize the positive economic impacts and employment opportunities from the Stadium in fulfillment of the Authority's contracting and employment goals;
- Make the Stadium an attractive venue to book a wide variety of local, regional and national events; and
- Financial reporting to support the Authority's compliance with requirements of the Minnesota Legislative Auditor.

VIII. DESCRIPTION OF THE SERVICES

A. General Management and Operation Services.

Manager will be responsible for the overall management, maintenance and operation of the Stadium. Such responsibilities will include but not be limited to the following: (i) the pre-opening of the Stadium; (ii) day-to-day management, maintenance and operation of the Stadium in accordance with the terms of the Management Agreement; (iii) employing, supervising and directing employees and other personnel; (iv) marketing, scheduling and booking of events and activities at the Stadium; (v) preparation of

financial statements and other reports relating to the Stadium; and, (vi) if requested by the Authority, evaluating and coordinating the acquisition of the furniture, fixtures, equipment and Capital Improvements for the Stadium.

B. Maintenance, Engineering and Custodial Services.

Manager will be responsible for providing maintenance, upkeep and custodial services for the Stadium. Maintenance and custodial services may be provided by the Manager's own forces (employees) or through contracted services. Maintenance and custodial services will need to be performed consistent with contractor and manufacturer recommendations and requirements and be comparable in scope and nature with other comparable facilities. Such maintenance and custodial services will include, but will not be limited to the following:

- General maintenance, repair and upkeep;
- Field and grounds maintenance;
- General and suite cleaning and trash removal;
- Pest control;
- Graffiti removal;
- Elevator and escalator maintenance and repair;
- Maintenance and custodial equipment;
- Maintenance of electronic security and surveillance equipment;
- Maintenance of score board sound system and video boards;
- Window washing; and
- Maintenance of roof/curtain wall, and building enclosure

C. Security and Crowd Control.

Manager will be responsible for the general safety, security and well-being of all occupants of the Stadium at all times, including providing and arranging for security and crowd control in connection with the Stadium and events to be held therein for Authority Events and Team Events (if the Vikings elect to have the Manager provide such Services). Security will be provided by means of electronic surveillance, motorized patrols and foot patrols. Additional security personnel are to be assigned when special events are scheduled at the Stadium. The Manager shall develop, implement and maintain the emergency and evacuation plan of the Stadium.

If the Team elects, the Manager will be responsible for providing and arranging for security and crowd control in connection with Team Games (at its own direct cost) at the Stadium. The National Football League has developed and will continue to develop a "Best Practices" for stadium security arrangements. Manager should be prepared to maintain and respond to these Best Practices. These Best Practices address such areas as (i) Perimeter Control and Stadium Security; (ii) Gate Access and Management; (iii) Credential Procedures; (iv) Command Posts; (v) Protocols for Threat Assessment; (vi) Emergency Plans; and (vii) Team Security on Game Day. The Manager will coordinate with the National Football League and the Team with respect to such security matters and shall implement all security measures as may from time to time be required by the National Football League. Manager should review the Stadium Use Agreement as to the Team rights and responsibilities for Team Games.

D. Event Operations.

The Manager will be responsible for preparing, maintaining and updating, when appropriate, the guidelines and policies outlined in the Operations and Procedures Manual ("Manual") to be provided to the Authority and utilized by the Proposer during the Management Agreement term. The Manual provides basic guidance on policies, practices, and procedures of all aspects of the required Services, and reflects the matters, duties, and standards of performance agreed to between the Manager, Authority and the Vikings, as applicable. Information in the Manual includes, but is not limited to:

- Security and crowd control procedures;
- Emergency evacuation and/or partial evacuation procedures;
- General operating and management policies including HVAC and field maintenance;
- Procedures for cash control, accounting, auditing, and financial report processing;
- Receipts handling and processing;
- Personnel policies and procedures;
- Administrative policies;
- Staff schedules, position descriptions, and duties;
- Customer service policies;
- Marketing policies;
- Emergency and accidents safety procedures;
- Medical services; and
- Such other services as deemed necessary or desirable by the Authority or the Vikings, as applicable.

E. Capital Management and Planning.

Manager shall be responsible for the preparation of an initial and thereafter, annual Operating Plan, operating budget, and Capital Funding Plan for the review and approval of the Authority, in consultation with the Vikings, with respect to the finances, operations, maintenance, management, capital improvement and enhancements as well as a promotional and marketing plan for the Stadium.

F. Reporting.

The Manager shall provide monthly reports regarding the Stadium. These monthly reports will include, but will not be limited to:

- Monthly cash flow reports;
- Monthly financial and service reports;
- Monthly invoices received;
- Monthly cash summary;
- Monthly remittance and settlement reports;
- Anticipated events list and summary, and other related information;
- Previous months' events list and summary, and other related information;
- Accounting for previous month's event expenses and event revenues;
- MBE/WBE/DBE and targeted business contracting compliance, as applicable; and
- Narrative summary of the various financial, operating, and marketing monthly reports to date.

G. Vendor Negotiations and Procurement.

Subject to the Vikings election to directly contract for certain vendors related to Team Stadium Events as set forth in the Stadium Use Agreement, the Manager may be responsible for the negotiations with third party vendors materials, supplies and third party services in connection with the Stadium and Stadium Events.

Further, if requested by the Authority, the Manager may also be responsible for assisting in the purchase and procurement of the furniture, fixture and equipment.

H. Consulting Services.

Manager will be responsible for providing certain consulting services to the Authority in connection with the design, planning and construction of the Stadium. Such consulting services will be subject to the terms of the Development Agreement and will include, but will not be limited to:

- Participating in value engineering consultations with the Authority, the Vikings, the Architect and contractors to advise as to whether value engineering alternatives compromise the quality of programming of events at the Stadium or increase operating and maintenance costs of the Stadium;
- Cooperate with the Authority in the review of drawings and submittals, where appropriate, identifying operational concerns and conflicts with the operations and functioning of the Stadium;
- Reviewing the hardware schedules for the Stadium and making recommendations for a keying plan to be utilized, emphasizing the development of a long-term focus of promoting building security and safety needs;
- Reviewing the interior finish schedule and plan for the Stadium, and providing comments and recommendations, emphasizing the need for cost-effective, durable and low-maintenance surfaces, floors, equipment and materials; and
- Reviewing the graphics and signage package in and around the Stadium to ensure that the package meets the need of the anticipated event schedule and related vehicle-patron traffic patterns; assisting the graphic designers in the selection of interior graphics, communication needs and vocational plans.

I. Landscape and Irrigation System Maintenance.

Manager will maintain, repair and upkeep the landscape and irrigation systems surrounding the Stadium and located within the Stadium Site. Such landscape and irrigation maintenance, repair and upkeep will be performed and provided consistent with the Authority's requirements. Manager will ensure timely and proper snow removal on the Stadium Site to ensure safe conditions for patrons, employees and the general public.

J. Marketing of the Stadium, Urban Park and Booking of Events.

Manager will be responsible for the marketing of the Stadium and booking of events in the Stadium in accordance with the Stadium Use Agreement and the marketing of the Urban Park on behalf of the Authority in accordance with the Urban Park Use Agreement, all subject to the approval of the Authority. Proposer understands that the

Stadium is intended to be a “multipurpose Stadium.” Proposer further understands that any booking or scheduling of events at the Stadium must not conflict with the rights of the Vikings and the obligations of the Authority under the Stadium Use Agreements.

- Stadium marketing and promotions plan – develop a plan that details pre-opening marketing plan, a marketing plan for the first year of Stadium operation and an extended five (5) year plan for the Stadium. Provide detail of efforts to be expended (means and methods) expected costs for efforts and returns to be made by undergoing those efforts.
- Urban Park marketing and promotions plan – develop a plan that details how the Urban Park will be integrated into the use of the Stadium for Authority Events. Further, develop a marketing plan for the first year of the operation of the Urban Park and an extended five (5) year plan for the Urban Park based on the rights of the Authority set forth in the Urban Park Use Agreement. Provide detail of efforts to be expended (means and methods) expected costs for efforts and returns to be made by undergoing those efforts.

SCHEDULE 1

PROPOSER BACKGROUND INFORMATION

Proposer Information

Company Name:
Business Address:
City, State, Zip:
Main Telephone Number:
Contact Person:
Direct Phone:
Email Address:

Please check one of the following and enter the information in the appropriate section.

Type of Entity

- A. Individual/Sole Proprietor
- B. Corporation/LLC
- C. Partnership
- D. Other Describe: _____

A. Individual/Sole Proprietor

Owner's Name: _____
Home Address: _____
City, State, Zip: _____
Federal Employer ID Number: _____
D.B.A. Trade Name: _____
Owner's Social Security Number: _____
Owner's Date of Birth: _____

B. Corporation/LLC

_____, a corporation/LLC organized under the laws of the state of _____
(Name and State) and domiciled at:
_____ (State of Formation)

(Address of Home Office)

and authorized to do business in the state of Minnesota.

The Agreement will be signed by: _____ (Name of the Authorized Officer(s))

Federal Employer Identification Number: _____

Additionally, please furnish a copy of the Operating Agreement or minutes of the Corporation's Board of Directors showing his or her authority to act on behalf of the corporation.

C. Partnership

Name of Partnership: _____

Federal Employer ID Number: _____

Members/Partners: _____

(provide a list of all members/partners and share of ownership)

Managing Partner: _____

Home Address of Managing Partner:

_____, a Partnership organized under the laws of the state of _____ (Partnership Name), and domiciled at: _____ (State of Formation or existence)

(Address of Home Office)

and authorized to do business in the state of Minnesota.

The Agreement will be signed by: _____ (Name of Partner)

Additionally, please furnish a copy of the partnership agreement evidencing the formation of the partnership and the authority and incumbency of the Person signing on behalf of the partnership.

D. Other Business Entity

Owner's Name: _____

Home Address: _____

City, State, Zip: _____
Federal Employer ID Number: _____
D.B.A. Trade Name: _____
Owner's Social Security Number: _____
Owner's Date of Birth: _____

SCHEDULE 2

NEW MINNESOTA MULTIPURPOSE STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted With Proposal)

In submitting this Proposal for Pre-Opening, Management, Operating, and Marketing Services the undersigned has certified that the Proposer has reviewed the RFP Qualifications dated February 14, 2014 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP Qualifications and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP Qualifications and/or otherwise received from any of the Authority or the Vikings on a confidential basis.

The Proposer understands the Authority and the Vikings reserve the right to reject any or all Proposals in accordance with their best respective interests. 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: _____

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

SCHEDULE 3

CONFIDENTIALITY AGREEMENT

(To Be Submitted With Proposal)

This Confidentiality Agreement (the "**Agreement**") made and entered to as of the _____ day of [_____, 2014], by and between the Minnesota Sports Facilities Authority ("**Authority**"), Minnesota Vikings Football Stadium, LLC (the "**Vikings**"), Minnesota Vikings Football, LLC (the "**Team**") and [_____] ("**Proposer**") in connection with the provision of Pre-Opening, Management, Operating and Marketing Services for the new Minnesota Multipurpose Stadium (the "**Project**"). The Authority, the Vikings and the Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "**Project Participants**".

The Authority and the Vikings are considering retention of or has retained the **Proposer** to assist in consulting or working on the Project. Because the **Proposer** may have access to confidential and proprietary information of the Authority, the Vikings and/or the Team as a result of the Project, the **Proposer** 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 **Proposer**'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 **Proposer** 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 **Proposer** shall not be considered a breach of this Agreement.

3. The **Proposer** 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 **Proposer** use less than reasonable care.

4. If the **[Proposer]** 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 **[Proposer]** 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 **[Proposer]** 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 **[Proposer]** 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 **[Proposer]** will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) Applicable Law or official requests, at the election of the Authority, the Vikings and/or the Team, as applicable, 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 **[Proposer]** in connection with this 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 **[Proposer]** 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 **[Proposer]** 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 _____, 2014

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**
a public body and political subdivision of the
state of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

VIKINGS:

**MINNESOTA VIKINGS FOOTBALL
STADIUM, LLC,**
a Delaware limited liability company

By: _____
Name: _____
Title: _____

TEAM:

MINNESOTA VIKINGS FOOTBALL, LLC,
a Delaware limited liability company

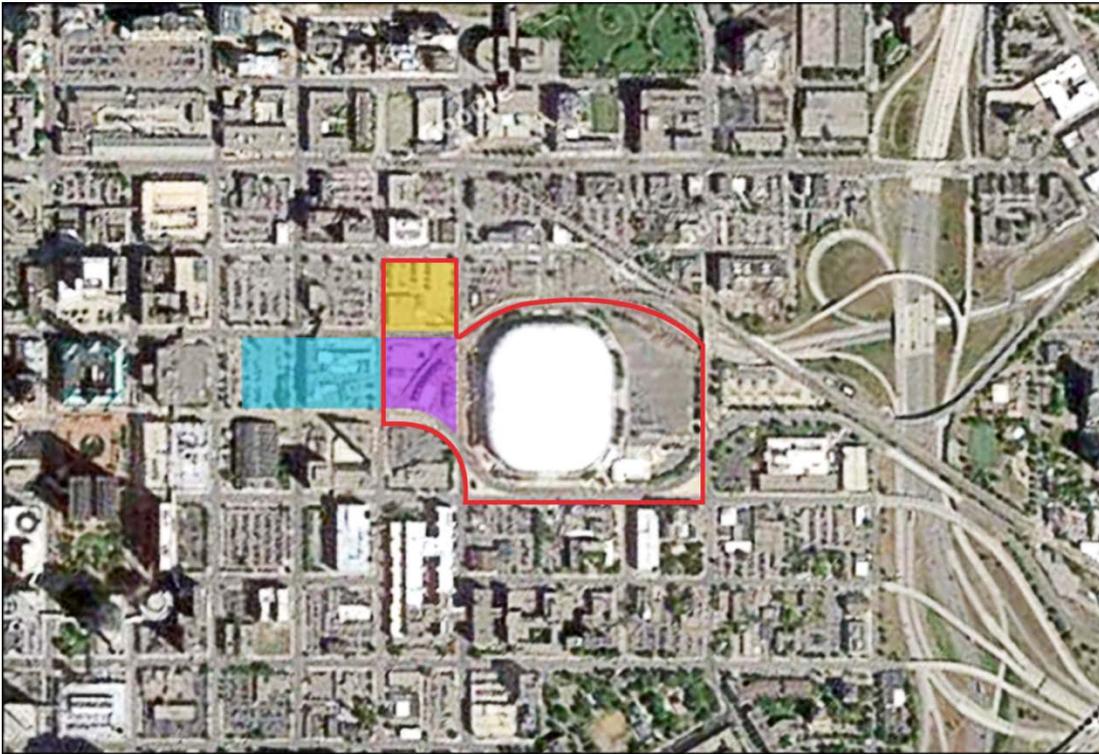
By: _____
Name: _____
Title: _____

[PROPOSER]:
[LEGAL NAME OF PROPOSER]

By: _____
Title: _____
Attest: _____
Title: _____
(if applicable)

APPENDIX A

STADIUM SITE PLAN



Legend

- | | |
|---|--|
|  Stadium Site Boundary |  Parking Garage |
|  Urban Park |  Plaza |

Confidential and Proprietary Material. Use, Disclosure or Distribution of this Material is not Permitted to any Unauthorized Persons or Third-Parties Except by Written Agreement of the Authority and the Vikings.

APPENDIX B

DEFINITIONS

“**Act**” shall mean 2012 Minnesota Laws, Chapter 299, enacted by the legislature of the state of Minnesota to establish the Authority and provide for, among other things, the financing, construction and long-term use of the Stadium and the Stadium Site.

“**Applicable Law**” shall mean any and all laws (including all statutory enactments and common law), ordinances, constitutions, regulations, treaties, rules, codes, standards, permits, requirements and orders that (i) have been adopted, enacted, implemented, promulgated, ordered, issued, entered or deemed applicable by or under the authority of any Governmental Body or arbitrator having jurisdiction over a specified Person (or the properties or assets of such Person), and (ii) are applicable to this RFP Qualifications.

“**Architect**” shall mean HKS, Inc.

“**Authority**” shall have the meaning set forth in Section I.

“**Authority Event**” shall mean an event or function at the Stadium or on the Plaza or the Urban Park that is sponsored or otherwise authorized by the Authority (or the licensor is the Authority).

“**Capital Enhancements**” shall mean Capital Repairs and Capital Improvements.

“**Capital Funding Plan**” shall mean the short-term and long-term capital funding plan adopted by the Authority. The short-term portion of the plan shall identify the Capital Enhancements to be performed during the upcoming year and the next succeeding year that, for each such year, (i) identifies the items of Capital Enhancements work proposed to be performed, (ii) cost estimates for each item of work proposed, and (iii) a timetable for completion of each item of proposed work.

“**Capital Improvements**” shall mean, other than Capital Repairs, new capital items, features, components and other elements of the Stadium and Stadium Infrastructure not included in the construction of the Stadium and Stadium Infrastructure (as the same are constructed in accordance with the Development Agreement and related documents thereto) and any associated capital repairs and replacements of such new capital items, features, components and other elements.

“**Capital Repairs**” shall mean capital repairs, replacements and improvements of any kind or nature to any item, feature, component or other element of the Stadium and Stadium Infrastructure included in the construction of the Stadium or Stadium Infrastructure, including all such items, features, components and other elements required by the Development Agreement or the Stadium Use Agreement, and documents related

thereto, and existing as of the date the Stadium is substantially completed (and any item, feature, component or other element that will be completed after such date of in order that the terms and conditions of the Development Agreement, and documents related thereto, are satisfied).

"City" shall mean the city of Minneapolis, Minnesota, a municipality under the laws of the State of Minnesota.

"Concessionaires" shall mean the vendor or vendors that provide premium food and beverage operations, general concessions, catering and concessions for areas where food and beverage service may be provided at the Stadium Site, including in those areas outside the Stadium designated by the Authority and the Vikings.

"Construction Manager" shall mean Mortenson Construction.

"Design Services" shall mean the services provided by the Proposer and its consultants, architects and other advisors, to actively participate and consult with the Authority, the Vikings, the Architect, construction manager and other consultants to the Authority and the Vikings with respect to the design, construction and equipping of the Stadium Site, including by participating in Stadium, Stadium Infrastructure, and Plaza design reviews and related work-streams, attending conferences and teleconferences, assisting with and commenting on criteria, studies, analyses, reports, drawings and other documents as requested by the Authority assisting in the resolution of any problems that may arise concerning design and equipping of the facilities and to make recommendations regarding the design and location of areas of the Stadium, Stadium Infrastructure, and Plaza for which Services would be provided by the Proposer under the Agreement.

"Development Agreement" shall mean that certain Amended and Restated Development Agreement between the Authority and the Vikings executed November 22, 2013, to be effective as of October 3, 2013, as amended by that certain First Amendment dated February 10, 2014 and as the same may be further amended, restated, replaced or assigned from time to time.

"EAF" shall have the meaning set forth in Section V.F.

"Existing Stadium" shall mean the Hubert H. Humphrey Metrodome and Mall of America Field at the Hubert H. Humphrey Metrodome located in the City.

"Football Season" shall mean the period beginning on the date of the first to occur of the Team's first regular season or pre-season exhibition football home game at the Stadium at which the Team acts as the host team for its opponent in any calendar year and ending on the day of the Team's last football home game at the Stadium (including post-season play, if any) in such calendar year (or successive calendar years of that Football Season).

"Governmental Body" shall mean any federal, state, county, city, local or other

government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

“Labor Peace Agreement” shall have the meaning set forth in Section V.E.

“Major League Soccer” shall mean professional major league soccer.

“Management Agreement” shall mean the definitive agreement to be entered into between the Authority and the Manager(s) for the Services to be performed by the Manager(s) at the Stadium.

“Manual” shall have the meaning set forth in Section VIII.D.

“MBE/WBE/DBE” shall mean minority business enterprises, women owned business enterprises, and disadvantaged business enterprises under Applicable Law.

“NCAA” shall mean the National Collegiate Athletic Association.

“NFL” or **“National Football League”** shall mean, collectively, the Office of the National Football League Commissioner, the National Football League Commissioner, the National Football League Clubs, the NFL owners, and/or any other Person appointed by any of the foregoing, or any successor substitute association or entity of which the Team is a member or joint owner and which engages in professional football in a manner comparable to the National Football League.

“Operating Plan” shall mean the broad plan outlining the management, staffing, maintenance and general day-to-day operation of the Stadium, Stadium Infrastructure, and Stadium Site.

“Person” shall mean any natural person, sole proprietorship, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental body, or any other entity or organization.

“Plaza” shall mean the open air portion of the Stadium Infrastructure immediately adjacent to the Stadium and included in the Stadium Site.

“Project” shall mean the design, development, and construction of the Stadium and the Stadium Infrastructure.

“Proposal” shall mean the response by a Proposer to this RFP.

“Proposer” shall mean any Person submitting a Proposal in accordance with the terms and conditions of this RFP Qualifications.

“RFP Qualifications” shall have the meaning set forth in Section I.

“**Services**” shall mean the services described and set forth in this RFP Qualifications, including, without limitation, the services described in Sections VII and VIII.

“**Site Plan**” shall mean the preliminary site plan alternatives set forth in **Appendix A**.

“**Stadium**” shall mean the Minnesota multi-purpose stadium, with a capacity of approximately 65,000 (expandable to 72,000 on a temporary basis for the Super Bowl and possibly other individual events), to be constructed in the City in accordance with the Act and pursuant to the Development Agreement and documents related thereto.

“**Stadium Infrastructure**” shall mean the Plaza, parking structures, rights-of-way, connectors, skyways and tunnels, and all other property, facilities, and improvements, owned by the Authority or determined by the Authority to facilitate the use and operation of the Stadium.

“**Stadium Manager**” or “**Manager**” shall mean the third-party management company or individual mutually agreed upon by the Authority and the Vikings to manage the Stadium Site and certain major vendors to the Stadium Site in accordance with the Management Agreement.

“**Stadium Services**” shall mean all janitorial, cleaning, security, maintenance, physical plant, groundskeeping, or employees in classifications called by different names who perform the same or similar services duties, employed by a contractor at the Stadium and Stadium Infrastructure property, excluding supervisors, office clerical employees, and all other employees including guards as defined in the National Labor Relations Act.

“**Stadium Site**” shall mean the real property, rights, easements, and access areas associated with the Site Plan and includes the site of the Stadium and Stadium Infrastructure.

“**Stadium Use Agreement**” shall mean that certain Amended and Restated Stadium Use Agreement between the Authority and the Vikings executed on November 22, 2013, to be effective as of October 3, 2013, as amended by that certain First Amendment dated February 10, 2014 and as the same may be further amended, restated, replaced or assigned from time to time.

“**Team**” shall mean Minnesota Vikings Football, LLC, a Delaware limited liability company, and the NFL franchise owner and operator of the Minnesota Vikings professional football club, or any successor, assign, designee or affiliate thereof.

“**Team Events**” shall mean up to ten (10) annual events per year of the Team, or the Vikings, in addition to the Team Games, that are directly related to the football operations of the Team or the marketing or promotion of the Team by the Team or the Vikings.

“**Team Games**” shall mean, during each Football Season, the Team's home games and,

if applicable, NFL championship games, and exhibitions, performances and other entertainment activities arranged by the Team and/or the NFL in connection with such games.

“Team Professional Soccer Games” shall mean professional soccer games played at the Stadium by a Team owned professional soccer franchise.

“Team Stadium Events” shall mean, collectively, Team Games, Team Events, Team Professional Soccer Games, and any additional events of the Team or the Vikings.

“Urban Park” shall mean the area generally depicted on **Appendix A**.

“Urban Park Use Agreement” shall mean that certain agreement between Ryan Companies US, Inc. and the Authority, effective February 10, 2014.

“Vikings” shall mean Minnesota Vikings Football Stadium, LLC, a Delaware limited liability company.