

MINNESOTA SPORTS FACILITIES AUTHORITY

REQUEST FOR PROPOSALS

FOR

PROFESSIONAL SERVICES

FOR AN OWNER'S REPRESENTATIVE

I. INTRODUCTION

In 2012, the State of Minnesota enacted Minnesota Laws 2012, Chapter 299, to establish the Minnesota Sports Facilities Authority (“MSFA”) and to provide for the construction, financing, and long term use of a 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.

As set forth in Chapter 299, it is contemplated that the design, development and construction of the stadium be a collaborative process between the MSFA and the Minnesota Vikings’ football team (the “Team”). To that end, there will be established a stadium design and construction group (the “Project Group”) comprised of representatives of the MSFA and the Team to manage the design of the stadium and oversee construction. The Project Group will engage an owner’s representative to act on behalf of that group.

In addition to the Project Group owner’s representative, the MSFA, on its own behalf, intends to engage its own owner’s representative, and the Team, on its own behalf may as well, to ensure representation of each separate entity as well as to collaborate with the Project Group representative in the design, development and construction of the stadium. The MSFA owner’s representative will not be eligible to become a design professional for the project.

The Metropolitan Sports Facilities Commission on behalf of the MSFA issued a RFQ for Owner’s Representative Services on May 25, 2012 with responses due on June 22, 2012. The MSFA Board was announced on June 14, 2012 and held its 1st meeting on June 22, 2012. The Authority at that meeting issued a Request for Proposals for Owner’s Representative Service.

The MSFA authorized the issuance of and is moving to the next step in the procurement process and requesting proposals for professional owner's representative services from your firm. The services will be for the new \$975 million "People's Stadium" on the current Metrodome site in Minneapolis, Minnesota, which will serve as the home of the Minnesota Vikings for the next 30 years ("Project"). The design firms and the construction firms for the Project have not yet been selected.

II. PROJECT OVERVIEW

The design, development, and construction of the stadium will be a collaborative process between the Authority and the Vikings. Unless otherwise agreed by the Authority and Vikings the stadium shall comprise approximately 1,500,000 square feet with approximately 65,000 seats, expandable to 72,000, shall meet or exceed NFL program requirements, and include approximately 150 suites and approximately 7500 club seats or other components as agreed to by the Authority and Vikings. Other key programmatic elements include adjacent structured parking development (2500 spaces adjacent to the stadium) and a roof that is fixed or retractable. The new stadium is expected to open for operation in August of 2016. The Vikings will play at least one season at the University of Minnesota's TCF Bank Stadium during the construction.

III. SCOPE OF WORK

The MSFA Owner's Representative's duties may include, but shall not be limited to, cooperating and collaborating with the Project Group owner's representative and the Team owner's representative, if any, assisting in the development and implementation of design standards, attending progress meetings, evaluating adherence to the project schedule, management of project accounting, coordinating the procurement of owner furnished equipment and materials, quality assurance oversight, reviewing pay applications and management of the negotiation of change requests and change orders.

The MSFA's Owner's Representative shall provide sufficient organization, skilled personnel, and management to perform the services required. The Owner's Representative shall supply all labor services, supplies, materials and equipment to complete the work using the Owner's Representatives best efforts, skill, judgment, and abilities.

The Owner's Representatives scope of services may change during the project at the need and direction of the Authority.

All work and services shall be conducted in compliance with all applicable federal, state and local laws, regulations, and codes.

The MSFA owner's representative has no authority to enter into any contracts or otherwise obligate the MSFA or Team. All approvals authority and signature authority for expenditure of funds shall remain with the MSFA and its duly authorities designees. The following activities are representative of the types of services that may be provided by the MSFA Owner's Representative as required:

- A. Serve as the MSFA's program manager for the Project, including daily, on-site management and facilitation of communications between the MSFA and the various Project stakeholders.
- B. Assist in the development of minimum design standards for the Project, including the provision of standards for program uses required by the MSFA in addition to those required by the Team.

- C. Analyze available project delivery methods with the MSFA and selected project stakeholders and recommend a project delivery method based on project goals and objectives. Conduct project delivery workshops with the MSFA and selected project stakeholders.
- D. Advise in the selection of the architect, general contractor, construction manager-at-risk, design-builder, or alternative forms of project delivery pursuant to Chapter 299 as the case may be, and in the selection of other contract service providers. Review and recommend scope of services and construction and design professional agreements.
- E. Develop with the MSFA's risk managers, a comprehensive insurance and risk management program that identifies obstacles to project success and makes recommendations for all risks identified and associated options. The insurance program for the Project will likely include an owner or contractor controlled insurance program, an owner protective professional liability policy and bonds (both labor and payment).
- F. Develop and facilitate a process to assist the MSFA in obtaining a guaranteed maximum price for the construction of the Project at the earliest point feasible in the design phase.
- G. Provide project accounting and strategic planning for the Project's economic feasibility, budget development, and cash flow scheduling. Review and provide commentary on budget estimates provided by other project stakeholders.
- H. Provide project management, project design review and evaluation, value engineering, bid evaluation, project schedule analysis, cost-benefit analyses, constructability reviews, and peer reviews. Review the master project schedule and other schedules prepared by others and provide comments thereon. Coordinate the master project schedule with construction and procurement schedules of others. Review drawings, specifications, bid packages and make recommendations for changes as necessary to ensure the documents are in conformance with project requirements.
- I. Attend and conduct (as required) project meetings with staff, contract service providers, oversight committees and the public.
- J. Review pay applications, construction progress and make recommendations on payment.
- K. Coordinate the procurement of owner furnished equipment and materials, as required.
- L. Review and provide evaluation/analysis of claims or value engineering proposals submitted by contractor, and manage the negotiation of change order requests and change orders as they impact the MSFA.

- M. Monitor quality assurance, contract compliance and report discrepancies to the MSFA and contractor.
- N. Review the contractor's site specific safety plan and provide comments thereto. Advise the MSFA and the contractor of any observed safety concerns.
- O. Assist the architect with observations to determine the dates for substantial and final completion of contractor's work. Coordinate with the architect and contractors to verify that final punch list items have been addressed.
- P. Evaluate the operational impacts and construction-related impacts of adding a retractable roof or roof feature.
- Q. Evaluate the operational impacts throughout the design, development, construction, and commissioning process.
- R. Review construction bonds and insurances to assure conformance with MSFA requirements. Provide recommendation to MSFA of a construction notice to proceed.
- S. Participate in project final inspection and provide recommendation to MSFA of project Final Completion.
- T. Other tasks as directed by the MSFA.

IV. COMPENSATION AND TERMS OF PAYMENT

- A. General: The consideration for all work or services performed or supplied will be paid by the MSFA as set forth in Exhibit 2.
- B. Subcontractor's Payment. If Owner's Representative engages any subcontractors to perform any of the work or services the Owner's Representative shall not markup work performed by its subcontractors. Owner's Representative shall pay any such subcontractor within ten days (or such shorter period as required by law) of the Owner's Representative's receipt of payment by the MSFA for undisputed services provided by the subcontractor.
- C. Reimbursable Expenses. Reimbursable expenses include the following ordinary, necessary, and reasonable expenses incurred by the Owner's Representative and its subcontractors related to the work:
 - Owner-authorized out of town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with the Authority's employees travel reimbursement policies.
 - Long distance telephone services, dedicated data and communication services, teleconferences, project web sites and extranets;

- Owner requested printing, reproductions, plots and standard form documents
 - Postage, handling and delivery of Instruments of Service as requested by the Owner
 - Renderings, models, mockups, professional photography, and presentation materials (ie. Computer studies, videos, or cds) requested by MSFA
- D. Expense Markups. All reimbursement expenses shall be at the actual expense incurred by the Owner's Representative and its subcontractors without markup.
- E. Expense Documentation. If expenses are reimbursable, each request for reimbursement must be itemized and accompanied by receipts.

V. PROPOSALS

All proposals should be typewritten, bound in 8-1/2 by 11 format, and should be properly identified by the name of respondent and marked with **“New Stadium MSFA Owner Representative RFP.”** Boilerplate, glossy and unnecessarily elaborate proposals are neither expected nor desired. The emphasis of the submission should be in responding to the requirements set forth herein. Additional information may be requested of interviewees. Provide compensation requirements on Exhibit 2.

VI. SCHEDULE

RFP Solicitation to Selected Qualified Parties	June 26, 2012
RFP Responses Due	July 11, 2012
Interviews of Selected Proposers	July 20, 2012
Selection of Proposer	August 3, 2012
Start of Services	August 6, 2012

VII. INTERVIEWS AND SELECTION

The MSFA may interview one or more of the proposers.

1. Interviews. The purpose of the interview will be to meet the proposed project team, become familiar with key personnel, and understand the project approach and ability to meet the MSFA's stated objectives for the Project. Please be prepared to discuss with specificity the firm's capacity to conduct the services in compliance the MSFA's timetable.
2. Negotiation. If an interview is desired, the MSFA shall negotiate a contract with any or all firm(s) deemed qualified to perform the owner's representative services. Contract negotiations shall be directed toward: (a) ensuring that the firm and the MSFA have a mutual understanding of the essential requirements involved in providing the Services; (b) determining that the firm will make available the necessary personnel, equipment, and facilities to perform the Services within the

required time; (c) agreeing upon compensation that is fair and reasonable, taking into account the estimated value, scope, complexity, and nature of the Services. The MSFA will select the firm it determines best meets its needs upon completion of the negotiation(s).

VIII. INSTRUCTIONS FOR SUBMISSIONS

- A. Submission. Provide sealed proposal by 4:00 p.m. Central Time, on July 11, 2012. Responses must be sent to:
- Steven C. Maki, PE
Director of Facilities & Engineering
Minnesota Sports Facilities Authority
900 South 5th Street
Minneapolis MN 55415
- B. Questions; Inquiries. Questions regarding interpretation of the content of this Request for Proposal must be in writing and directed to: Steven C. Maki at the address above or via email to makis@msfc.com. Questions may be submitted up to noon on July 9, 2012.
- C. Communications. Firms considering responding to this RFP are strictly prohibited from communicating with any other member of the MSFA's Board or staff, as all questions should be directed to the person identified in Section V.B above.
- D. Amendments. This RFP shall be modified only by a written amendment issued by the MSFA. It is the responsibility of the proposers to verify that they have received and incorporated into their responses, all changes due to amendments issued to this RFP.
- E. Cancellation; Rejection. The MSFA reserves the right to cancel at any time for any reason this solicitation and to reject all proposals. The MSFA shall not have any liability to any proposer arising out of such cancellation or rejection. The MSFA reserves the right to waive minor variations in the selection process.
- F. Proposer Costs. The MSFA assumes no responsibility for costs incurred in the preparation, presentation or submission of the proposals, interview, and contract negotiation including any expense for travel.
- G. Minnesota Government Data Practices Act. All persons are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Respondents shall note with their submittal any privileged information or other private data in their submittal.

EXHIBIT 1

NON-COLLUSION STATEMENT

STATE OF _____

CITY/COUNTY OF _____

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

Title of Person Signing

of _____

Name of Proposer

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

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

BY _____

BY _____

BY _____

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

Notary Public

My Commission Expires

Exhibit 2

MSFA OWNERS REPRESENTATIVE - COMPENSATION

The MSFA shall pay Owner's Representative for performance of the Work on an hourly basis as follows:

List hourly rates by person and firm/or subcontractor

Provided, however in no event shall Owner's total payment to Owners Representative exceed \$ _____ without prior written approval of MSFA.

MSFA reserves right to reject proposals and to waive irregularities therein. It is agreed this proposal may not be withdrawn for a period of sixty (60) days after day of proposal opening.

Proposer Name: _____

Address: _____

Submitted By: _____

Title: _____

Date: _____