

Request to Submit a Proposal
New Minnesota Multi-Purpose Stadium
Pre-Opening, Management, Operating and Marketing
Services
for the
Minnesota Sports Facilities Authority
and
Minnesota Vikings Football Stadium, LLC

RFP Issuance Date: **March 28, 2014**
RFP Due Date: **April 30, 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 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 for Proposal (“**RFP**”) for management companies to manage, operate, maintain and/or market the Minnesota Multi-Purpose 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 multi-purpose 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 the Manager of the Stadium is a collaborative process between the Authority and the Vikings (for purposes of reference in this RFP 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 for soliciting pre-opening, management, operating and marketing Services at the Stadium. All or individual components of the Services requested in this RFP 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 Stadium Site Plan 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 multi-purpose 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 fifty percent (50%) construction document drawings form and will be made available to the Proposers that submitted a response to the RFP Qualifications and related Schedules and the Authority and the Vikings, in their sole judgment, deem qualified to provide pre-opening, management, operating and/or marketing Services at the Stadium. The Proposer agrees to keep the plans and drawings strictly confidential and to only use them in preparing the Proposer's response. It is intended that all Proposers pursuant to this RFP will, 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. The Proposers should note that the plans continue to evolve and while an effort has been made to codify the various Stadium areas that are subjects of this RFP, it is the responsibility of the Proposers to ensure that their submitted Proposal reflects the fact that all Stadium areas are not fully developed at this time.

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. Subject to the terms of Stadium Use Agreement, the Authority shall have sole responsibility for the operation, direction, maintenance, management and supervision of the Stadium, Stadium Infrastructure, Stadium Site, and its personnel. As stated in the Stadium Use Agreement, the Authority or its designees shall have the obligation to, and shall, provide, perform and take, or cause to be provided, performed or taken, such actions, either directly or through the Manager, as may be necessary or reasonably advisable to operate and maintain the Stadium and Stadium Infrastructure in a safe, clean, attractive, and first-class manner similar to and consistent with other comparable NFL facilities of similar design and in compliance with all Applicable Laws. The Vikings shall have the right to consult with the Authority and Manager in respect of Stadium and Stadium Infrastructure operations impacting the Team Stadium Events, including with respect to Authority or Manager personnel training and operating practices. The Manager(s) selected by the Authority and the Vikings will have the following basic duties:

- Assist the Authority and Vikings in the review and input on the planning, design and construction of the Stadium;
- Work 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;
- Act as agent for the Authority in executing the operational requirements of the Stadium Use Agreement, and consistent therewith cooperate, coordinate, 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;
- Make recommendations to the Authority, in consultation with the Vikings, regarding Capital Improvements and repairs/replacements (including emergency repairs) 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 for the Authority, in consultation with the Vikings, (i) initial and ongoing annual fiscal year Operating Plans, Operating Budgets, Capital Funding Plans, (ii) a management plan for submission and approval of the Authority, and (iii) other reports as determined by the Authority.

The Proposer is advised to review the Stadium Use Agreement carefully. Nothing in this RFP or the Management Agreement(s) is intended to or will alter, amend or change any of the terms and conditions set forth in the Stadium Use Agreement. The Stadium Use Agreement may be subject to further change and amendment from time to time. The selected Manager(s) will modify its operations after consultation with the Authority to comply with any change in Stadium Use Agreement.

IV. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all documents provided in connection with this RFP and any other revisions, and thoroughly familiarize itself with all requirements prior to submitting its 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. Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (CDT), April 30, 2014** to the Authority's CEO/Executive Director, with copies to the Vikings, at the addresses set forth in **Section IV.E** below. The Proposer shall have provided the detailed qualifications required in connection with its submittal of the RFP Qualifications. The Proposer may supplement its detailed qualifications relative to this RFP.

In addition, the Proposer shall provide, in completed form, the attached Schedules to this RFP.

- C. A mandatory pre-Proposal meeting will be held at the current offices of the Authority located at 511 11th Avenue, Suite #401, Minneapolis, Minnesota, 55415 on **April 8, 2014** at **1:00 pm, CDT**. Please call Amy Quaintance at (612) 335-3314 to confirm attendance.
- D. All inquiries regarding this RFP must be in writing and concurrently directed to: Ted Mondale and Steven Poppen/Kevin Warren at the respective addresses in **Section IV.E** below or via email to ted.mondale@msfa.com, poppens@vikings.nfl.net, and warrenk@vikings.nfl.net. Questions may be submitted up to **April 15, 2014**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued seven (7) 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, including contact by the Proposer's contractors, agents, representatives and consultants, could result in your Proposal being disqualified.

- E.** Each Proposer shall submit eight (8) bound copies and one (1) electronic copy of its Proposal response to this RFP no later than **April 30, 2014, 2:00 p.m. (CDT)** addressed to:

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

Eight (8) bound copies and one (1) electronic copy of its Proposal response to this RFP must also be concurrently sent and addressed to:

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

Proposals in response to this RFP received after **2:00 p.m. (CDT)** on **April 30, 2014** may not be accepted.

- F.** All Persons responding to this RFP 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.
- G.** The Authority and the Vikings, at their sole discretion, shall have the right to reassess and determine whether any particular Proposer has the qualifications to proceed in this process, notwithstanding the receipt of this RFP. Such determination shall be made and based upon, among other things, the Proposer's previous response to the RFP Qualifications and any supplemental information provided by the Proposer. Several factors shall be considered when making such determination including: (i) demonstrated understanding of and responsiveness to the requirements (x) of this RFP 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; (iii) prior and current experience in operating multi-purpose professional sports facilities and/or similar NFL facilities; (iv) financial qualifications; and (v) qualifications of the Proposer's

personnel, general manager and other on-site management personnel, as well regional management experience.

- H.** The Authority and the Vikings, in the sole judgment of the Authority and Vikings, may interview one or more Proposers regarding the Services. The purpose of the interview will be to meet the proposed management group, become familiar with key personnel, and understand the Proposer approach and ability to meet the stated objectives of the Authority and the Vikings for the pre-opening, management, operating and marketing of the Stadium, the Plaza, and the Urban Park. The Proposer should be prepared to discuss with specificity (i) the Proposer's capacity to provide pre-opening Services and management Services in compliance with the timetable set forth herein, (ii) the Proposer's initial review and comments on the current Stadium plans; (iii) the Proposer's capacity to conduct the Services, and (iv) the Proposer's key personnel and their qualifications.
- I.** The Proposer may withdraw its Proposal before **April 30, 2014 at 2:00 pm**, the time fixed for the opening of Proposals, without prejudice to itself, by communicating its purpose, in writing, to the Authority, and when its communication is received, the Proposal will be returned to the Proposer, or its authorized agent, unopened. No Proposer may withdraw its Proposal within one hundred twenty (120) days after the day of opening Proposals.
- J.** Each Proposer will be provided design materials for the Stadium and the Stadium Infrastructure. Proposers should review these materials immediately and be prepared to prepare (i) to submit a written critique and comment on the design of the Stadium and Stadium Infrastructure as a part of its Proposal as **Schedule 5** – Proposer Comments on Stadium Design, and (ii) be prepared to discuss and make substantive comments and recommendations with respect to the Stadium and Stadium Infrastructure design during an initial meeting to be scheduled with the Authority and Vikings prior to the Proposal Due Date set forth in this RFP. In submitting its Proposal, each Proposer must be committed to provide, at no cost to the Authority or Vikings, qualified personnel to assist the Authority and the Vikings in further reviewing and commenting on the design, planning and construction of the Stadium for the efficient management, operation and maintenance of the Stadium, including review and comment on drawings and specifications and participation in the evaluation of alternative systems under consideration. The design, planning and construction of the Stadium will involve the Authority, the Vikings, the Stadium Architects, and the Construction Manager, each consistent with the terms of the Development Agreement.
- K.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting operation of the proposed Services. Failure to make such investigations and examinations will not relieve the successful Proposer from the obligations to comply, in every detail, with all provisions and requirements of the contract

documents nor will it be a basis for any claim whatsoever for alteration in any terms of or payment required by the Management Agreement(s).

L. Execution of Proposal:

- 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.
- 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 individual signing will be shown.
- If the Proposer is an individual or sole proprietorship, the individual person, stating name or trade name, if any, will sign the Proposal.
- 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.

M. The Authority and the Vikings reserve the right to withdraw this RFP 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.

N. 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, at a minimum, all of the following information:

- A. Any supplement to its list of corporate officers as previously submitted in connection with its response to the RFP Qualifications.
- B. Any supplement to its detailed qualifications as previously submitted in connection with its response to the RFP Qualifications.
- C. Any supplement to the copies of recent letters of recommendation from clients and licensees served by the Proposer submitted in connection with its response to the RFP Qualifications.
- D. An organization chart that specifies the duties and reporting relationships for all full-time employees required to perform the Services set forth in this RFP.
- E. Resumes detailing the education, experience and relevant background information of the key personnel that Proposer will submit as its Stadium management group. With respect to a general manager, the Proposer shall set forth its three (3) best candidates from which the Authority and the Vikings may choose. Without the written consent of the Authority and the Vikings, each suggested Person for a key personnel position shall not be committed to any other project that is available to the Proposer, and each such Person shall be available to the Authority and the Vikings unless such Person freely leaves the employ of the Proposer.
- F. Complete audited financial statements (profit and loss statements, balance sheets including footnotes, and any 10K's or 10Q's, if applicable) for the past three (3) years.
- G. A statement indicating the Proposer's ability and agreement to begin pre-opening Service no later than July 1, 2014 and full management, operation and maintenance Services of the Stadium and Stadium Infrastructure no later than July 1, 2016 (or such later date as the Stadium may begin operations), if selected as the Manager.
- H. A statement by the Proposer agreeing to: (i) participate, at no cost to the Authority or the Vikings, review and comment upon the design, planning, construction and Pre-opening Period of the Stadium; (ii) be responsible for all costs associated with the assistance to be provided by the Manager on the design and construction of the Stadium; and (iii) provide the Authority with personnel with facilities management experience in the design, planning and construction of the Stadium. Further, the Manager will agree not to charge a Management Fee for any Services during the Pre-opening Period. The fees set forth in **Schedule 1** – Financial Proposal shall be for the operational period assumed to commence on July 1, 2016. The Proposer should provide a statement to that affect in submitting the

Schedule 1 - Financial Proposal. Alternative Proposals related to the Pre-opening Period may be submitted as a part of **Schedule 2** – Alternate Financial Proposal at the discretion of the Proposer.

- I.** 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 personnel.
- J.** 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 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.

K. 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.

L. A detailed plan describing the participation of the Proposer in the design, planning, construction and pre-opening process at the Stadium including the names and resumes setting forth the experience, education and performance record of the key personnel to be assigned to review and comment on the design, planning, construction and pre-opening of the Stadium and a detailed description of the means and manner of such participation. The Proposer will provide a summary of the time (based on number of hours per week) required of each personnel assigned to the design, planning, construction and Pre-opening Period of the Stadium.

M. The following completed schedules:

- Financial Proposal - **Schedule 1**
- Alternate Financial Proposal - **Schedule 2**
- Non-Collusion Statement - **Schedule 3**
- Minnesota Human Rights Act Questionnaire - **Schedule 4**
- Proposer Comments on Stadium Design - **Schedule 5**

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 AND SELECTION OF THE MANAGER

- 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 a particular Proposer and its proposed management employees 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 this RFP.
- 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 this RFP.

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 granted to the Vikings in the Stadium Use Agreement, for providing certain Services with respect to the Stadium and the Stadium Site, 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;
- 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 the 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 state of Minnesota Legislative Auditor.

VIII. DESCRIPTION OF THE SERVICES

A. Pre-Opening Design Consulting Services.

Each Proposer shall provide a detailed description of its pre-opening Design Services capabilities, identify its prior stadium design experience and its qualified design, planning, construction and operations personnel that would be assigned to participate in the design and planning of the Stadium Site, with particular attention to the Stadium and Stadium Infrastructure.

The Manager will be responsible for providing certain consulting Services to the Authority and the Vikings in connection with the design, planning and construction of the Stadium Site, including the Stadium and Stadium Infrastructure. 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 (i) compromise the quality of programming of events at the Stadium, on the Plaza, or at the Urban Park or (ii) increase operating and maintenance costs of the Stadium Site, including the Stadium and the Stadium Infrastructure;
- Cooperate with the Authority and the Vikings in the review of drawings and submittals, where appropriate, identifying operational concerns and conflicts with the operations and functioning of the Stadium and the Stadium Infrastructure;
- Review the specifications of and participate in the evaluation of alternative Stadium and Stadium Infrastructure equipment and systems presently under consideration by the Authority and the Vikings. Proposer should take into account the future efficient management, operation and maintenance of the Stadium and Stadium Infrastructure. Proposer shall also submit recommendations for the access/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 the Stadium Infrastructure, and providing comments and recommendations, emphasizing the need for cost-effective, durable and low-maintenance surfaces, floors, equipment and materials; and
- Reviewing the way-finding graphics and way-finding signage package in and around the Stadium Site to ensure that the package meets the needs 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.

As a part of the Proposer response to this RFP, the Proposer shall review the design documents as provided by the Authority to the qualified Proposer(s) and provide the Authority and the Vikings with initial comments regarding to the design and functionality of the Stadium and Stadium Infrastructure as **Schedule 5** – Proposer Comments on Stadium Design. *Further, the Proposer shall provide a narrative description as to how it will satisfy these consulting responsibilities as the design and construction of the Stadium and the Stadium Infrastructure proceed to opening.*

B. Pre-Opening Services.

The Manager will be responsible for the developing (i) a pre-opening operating transition and staffing plan, and (ii) pre-opening budget for the Stadium Site, and (iii) a pre-opening marketing plan for the Stadium Site including an integration plan for coordination of activities with the Urban Park. ***The Proposer shall provide a description as to how it will satisfy these managerial and operational responsibilities.*** In particular, the Proposer's description must include the following:

- Pre-Opening Operating Transition and Staffing Plan. The Proposer shall submit an pre-opening operating transition and staffing plan, which shall detail all required tasks and responsibilities from the contract award date through the Pre-opening Period, which ends on the date that the Stadium and the Plaza, respectively, become fully operational. The transition and staffing plan shall include a timeline for: (i) design, planning, construction; (ii) pre-opening; (iii) transitioning existing Authority personnel; and (iv) Stadium and Plaza operations, including the hiring and development of key personnel, as well as outline any plan for the installation FF&E, equipment, and supplies required to be procured by the Authority, the Vikings and/or the Proposer under the terms of the Management Agreement.
- Pre-Opening Financial Statements. The Proposer shall provide projections for the fiscal years commencing July 1, 2014 through June 30, 2016 (the assumed Pre-opening Period) including any pre-opening revenues and expenses for the Stadium Site and the Urban Park.
- Pre-Opening Marketing Plan. The Proposer shall provide a detailed pre-opening marketing plan that (i) specifies how the Stadium and Stadium Site will be marketed and programmed for Authority Events, (ii) specifies how the Urban Park will be integrated into the use of the Stadium and the Plaza for Authority Events, and (iii) sets forth a pre-opening marketing plan for the Urban Park based on the rights of the Authority set forth in the Urban Park Use Agreement. The Proposer shall also provide a financial plan with respect to the pre-marketing initiatives.

C. General Management and Operation Services.

The Manager will be responsible for the overall management, maintenance and operation of the Stadium Site (please note that the Stadium Site does not include the parking facilities within the Stadium Site Plan as depicted in Appendix A). Such responsibilities will include but not be limited to the following: (i) day-to-day management, maintenance and operation of the Stadium and the Stadium Infrastructure in accordance with the terms of the Management Agreement; (ii) employing, supervising and directing employees and other personnel; (iii) marketing, scheduling and booking of events and activities at the Stadium, on

the Plaza, and in the Urban Park; (iv) preparation of financial statements and other reports relating to the Stadium, the Plaza, and the Urban Park; and (v) , if requested by the Authority, evaluating and coordinating the acquisition of the furniture, fixtures, equipment (including communications equipment and associated infrastructure and services) and Capital Improvements for the Stadium Site, and, as applicable, the Urban Park.

The Proposer shall provide a description as to how it will satisfy these managerial and operational responsibilities. In particular, the Proposer's description must include the following:

- Day-To-Day Operational Procedures. Narrative description of the day-to-day procedures which the Proposer plans to develop and implement to facilitate the management, maintenance and operation of the Stadium and the Stadium Infrastructure in a cost effective and efficient manner.
- Financial Procedures. Narrative description of the financial procedures that the Proposer plans to develop and implement to ensure cash and revenue controls, to provide accountability, to maximize revenue and to minimize costs.
- Financial Statements. Operating projections for the Stadium for the fiscal years commencing July 1, 2016 through June 30, 2019 (the anticipated first three (3) years after opening of the Stadium). The Operating Budget should be as detailed as possible and shall include detailed breakdown of revenues and expenses for the Stadium Site and the Urban Park, including the number and type of events, attendance and all anticipated revenues and expense related to the operation of the Stadium, Stadium Infrastructure and Urban Park (as separate identifiable line items) and the assumptions upon which the projections are based.
- Personnel. Consistent with the requirements of **Section V.D**, the Proposer shall provide a description of proposed staffing levels for the Stadium Site and the Urban Park, including a detailed organizational chart. Each position should be identified by the number to be assigned to the Stadium Site and the Urban Park, their location on a proposed organizational chart, their proposed salary level, the qualifications and experience required and purpose of employment. Incentive programs that the Proposer intends to implement will be described along with their anticipated impacts and costs. Management personnel will be identified by name and their resumes setting forth the experience, education and performance record will be included. The Proposer will also include a narrative description of which Services will be contracted out and which Services will be performed by its own personnel.

The Proposer shall also provide an example of a staffing plan for (i) a Team Game, and (ii) a major Authority Event. The staffing plan shall include a

conceptual staffing matrix for each of the events including management and operation staffing guidelines, responsibilities and the start and end times for event personnel for an anticipated attendance of 65,000 patrons for a Team Game (with possible additional patrons established by SRO areas) and a Authority Event concert with an anticipated attendance of 40,000.

The Proposer will be required to comply with all Applicable Laws with respect to the hiring and employment of personnel. The Proposer will describe proposed hiring policies, particularly with respect to achieving diversity in the work force. All non-management, on-site personnel will be required to wear uniforms and name tags while on duty, and a dress code must be enforced for management personnel when on-site. The Proposer's dress code must be described in detail, and any proposed exceptions listed. Please note that the uniforms and the dress code are subject to final approval by the Authority in consultation with the Vikings as set forth in the Stadium Use Agreement.

- Furniture, Fixtures and Equipment. Once identified and provided to the Proposer, the Proposer will provide an analysis of the furniture, fixtures and equipment required for the Stadium and Stadium Infrastructure. The Proposer will identify and estimate the cost of any suggested additional furniture, fixtures and equipment.
- Materials and Supplies. The Proposer should provide a detailed list and description of the operating materials and supplies required to perform the Services and the estimated costs of supplying such materials and supplies. The material and supplies must include without limitation such items as follows:
 - (a) Washroom sundries including paper towels, toilet paper, and soap;
 - (b) Miscellaneous supplies for the operation of the Stadium and Stadium Infrastructure;
 - (c) Maintenance and equipment parts for vehicles, landscaping and snow removal equipment, forklifts, HVAC equipment and controls, custodial/housekeeping equipment, lighting, exterior enclosure including curtain walls/windows, roof, retractable bleacher, and audio/video equipment and other such items;
 - (d) Supplies and materials for field and site maintenance and upkeep; and
 - (e) Security and first aid/medical supplies.

The Proposer will be responsible for complying and satisfying the Authority's management and operational responsibilities and duties under the Stadium Use Agreement with the Vikings and other users.

D. Maintenance, Engineering and Custodial Services.

The Manager will be responsible for providing maintenance, upkeep and custodial Services for the Stadium and Stadium Infrastructure, subject to any obligations or rights granted to the Vikings in the Stadium Use Agreement. Maintenance and custodial Services may be provided by the Manager's own personnel 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. The Manager will maintain the Stadium and Stadium Site in a clean, safe and attractive state, including, but not limited to the surrounding Plaza, suites, club seats, club lounge areas, locker rooms, press box, telephone and data lines, offices, concourse, ramps, seating bowl, access skyways/ramps, stairways, elevators and escalators, loading docks, rest rooms, parking areas, sidewalks, heating and ventilating equipment (and support systems), Playing Field and open areas. A clean and attractive state will include replacing bulbs and ballasts in lamps and lighting fixtures; cleaning, repairing and replacing signs; maintaining fire alarm call boxes, fire extinguishers and hose boxes and systems in proper working condition; general Stadium and Stadium Infrastructure maintenance and repairs to ensure a clean, attractive and safe environment such as maintenance and repairs of electrical equipment, building automation systems, HVAC systems, telecommunications, plumbing fixtures, Wi-Fi, DAS, IT systems, elevator/escalator, painting pedestrian areas, offices, rest rooms, etc., other repairs as directed by the Authority; supplying rest rooms with soap, towels, toilet paper and providing for their disposal as well as housekeeping, and cleaning of the skyways, and the Stadium and Stadium Infrastructure.
- Field and Ground Maintenance. Manager shall be responsible for the maintenance of the playing surface and sideline and end zone areas within the Stadium bowl (the "**Playing Field**"), including any necessary preparation, conditioning or protection of the Playing Field and in conformance with the requirements of each scheduled event. The Manager shall be responsible for the maintenance of the Stadium Site grounds and will maintain the Stadium Site grounds in a clean, safe and attractive state.
- General and Suite Cleaning and Trash Removal. The Manager will arrange for the storage, removal and disposal of all waste material in connection with the Stadium including suites and club lounge areas. All storage, removal and

disposal of waste materials will be done in compliance with applicable ordinances, statutes and regulations. The Proposer should provide a description of any recycling or similar program that it may implement.

- Pest Control. The Manager will maintain a pest control program that minimizes the infestation of pests and vermin in accordance with all applicable ordinances, statutes and regulations.
- Graffiti Removal. The Manager will remove or cause to be removed all graffiti applied to surfaces of the Stadium and elsewhere in and around the Stadium. The chemicals and process to remove the graffiti will be approved by the Authority.
- Elevator/Escalator Maintenance and Repair. Elevators and escalators, where existing, are to be maintained in good working order and are to be in compliance with applicable codes. Elevators and escalators are to be promptly repaired when necessary. The Manager shall schedule elevator/escalator technicians to be on site for events as required by the Authority or as required by Stadium Use Agreement with users.
- Maintenance and Custodial Equipment. All maintenance and custodial equipment is to be kept in good repair and working order.
- Maintenance of Electronic Security and Surveillance Equipment. All electronic security and surveillance equipment is to be kept in good repair and working order.
- Maintenance of Scoreboard, Sound System and Video Boards. The Proposer will maintain the video control room, the scoreboard, sound system, video boards, and video production equipment at the Stadium in good repair and working order, all consistent with the terms of the Stadium Use Agreement.
- Window Washing. The Proposer will be responsible for window washing at the Stadium.
- Roof/Curtain Wall, and Building Enclosure. The Proposer will be responsible for arranging for any necessary repairs/or cleaning of said components.

The Proposer shall provide a description as to how it will satisfy these maintenance and custodial responsibilities, specifically indicating whether the work is to be performed by its own personnel or through contracting services. The Proposer should note that the Vikings have certain maintenance responsibilities under the Stadium Use Agreement including certain obligations with respect to Team Allocated Spaces and Team Year Year-Round Use Areas (as each of such terms are defined in the Stadium Use Agreement).

E. Security and Crowd Control.

The Manager will be responsible for the general safety, security and well-being of all occupants of the Stadium Site 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 Stadium 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 Site and/or the Urban Park. The Manager shall develop, implement and maintain the emergency and evacuation plan for the Stadium.

If the Vikings elect, the Manager will be responsible for providing and arranging security and crowd control in connection with Team Games (at the Vikings' direct cost) at the Stadium Site. The National Football League has developed and will continue to develop a "**Best Practices**" for stadium security arrangements. The 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) Vikings security on Team Game days. The Manager will coordinate with the National Football League and the Vikings 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. The Manager should review the Stadium Use Agreement as to the Vikings rights and responsibilities for Team Games.

Preventive and pro-active security procedures for the protection of (i) the patrons, invitees, and guests at and on the Stadium Site and in the Urban Park, and (ii) equipment and physical facilities, should each be described in detail.

The Proposer shall provide a description as to how it will satisfy these security and crowd control responsibilities, specifically, indicating whether the work is to be performed by its own personnel or through contracted services.

F. 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 shall include, 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;
- Personnel 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.

The Manual will be reviewed by the Authority, in consultation with the Vikings, as may be applicable, which may direct any changes it deems appropriate. At the time the Manual is accepted by the Authority, in consultation with the Vikings, as may be applicable, the provisions of the Manual will then be considered the obligations and responsibilities of the Manager. *The Proposer shall provide a description as to how it will undertake these responsibilities.*

G. Capital Management and Planning.

The 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 in the manner required by the Stadium Use Agreement, with respect to the finances, operations, maintenance, management, Capital Improvement and Capital Enhancements as well as a promotional and marketing plan for the Stadium Site. Such annual plans shall include the following:

- Operating Plan and Operating Budget. The Operating Plan and Operating Budget will include all information regarding the Manager's anticipated operation and management initiatives for the Stadium for the upcoming fiscal year and anticipated events at the Stadium.

- Capital Funding Plan. The Capital Funding Plan shall include, but shall not be limited to, the following:
 - A description of the Capital Enhancements and Capital Improvements that the Manager would recommend be made to the Stadium. The Manager shall provide a complete explanation and justification for each recommended Capital Enhancement or Capital Improvement, and identify necessitating factors (e.g., obsolescence, warranties, and improvements);
 - A description of the capital equipment that the Manager would recommend be purchased for the Stadium. The Manager shall provide justification for all new equipment, and the condition and proposed disposition of all equipment to be replaced;
 - A prioritization of such Capital Improvements, Capital Enhancements and capital equipment;
 - An estimate of the costs associated with such Capital Improvements, Capital Enhancements and capital equipment and expected payback/ROI or other metric to inform the Authority of expected returns by expending said capital;
 - Plan for the disposition of replaced assets; and
 - Such other information as the Authority may request.
- Marketing and Promotions Plan. The marketing and promotions plan shall detail such plan for the current year and for an extended five (5) year period. The Proposer shall provide a scope of work, budget, and a cost/benefit analysis with respect to the marketing and promotions plan.
- Other Documentation. The Proposer shall provide any other documentation as the Authority may request.

The Proposer should provide a description as to how it will undertake these responsibilities.

H. 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.

The Manager will also provide at the conclusion of each event at the Stadium Site, the Manager shall transmit to the Authority a preliminary settlement report. This report shall include, at a minimum, operating revenues and operating expenses attributable to the event, and such other information as the Authority may reasonably request.

The Proposer shall maintain full, accurate, and complete financial and accounting books, records, and reports of the management, operation, maintenance, and promotion of the Stadium. In the maintenance of such records, the Proposer shall use accounting and record systems in accordance with Generally Accepted Accounting Principles. The Manager shall provide any information required by the state of Minnesota Legislative Auditor in support of its annual audit of the Authority.

I. Vendor Negotiations and Procurement.

Subject to the Vikings' election to directly contract for certain vendors to provide goods and services and its participation and approval rights with respect to third party vendors 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, fixtures, equipment, and technology (including communications) (“**FF&E**”) for the Stadium Site. In particular with respect to FF&E matters, the Proposer's responsibilities may include:

- Preparing and submitting proposed schedules for the procurement of FF&E items;

- Preparing submittals for the Authority's review and approval of FF&E items, which will include a physical/technical description, and cut-sheet of the product(s) proposed, if practicable;
- Preparing of technical specifications of all FF&E items based upon submittals approved by the Authority;
- Developing bidding documents that satisfy all public or statutory bidding requirements, maximize disadvantaged business entity and workforce participation and conform to Authority's needs/or requirements and schedule for FF&E items being purchased;
- Advertising for bids and distributing bid packages; receiving and analyzing bids submitted and providing the Authority with an analysis of the bids and a recommendation for award;
- Issuing purchase orders (agreements) to the successful bidders and coordinating the execution and acceptance of all related documents and forms;
- Coordinating with selected FF&E vendors to prepare a tentative delivery, storage and installation schedule that conforms with the construction schedule;
- Preparing a plan to receive and install or store all FF&E based on the availability of loading docks, labor and storage space;
- Negotiating firm delivery dates in writing with the FF&E vendors and will oversee delivery of all FF&E;
- Contracting on-site labor and supervisors required to receive, unpack, inspect, handle, inventory, store and install the FF&E;
- Developing a process of document damaged items and administering the process of requiring replacement goods or missing parts from vendors;
- Reviewing warranties and service agreements with on-site personnel to ensure such documentation complies with requirements applicable to vendors; and
- Administering an FF&E invoicing system to coordinate Authority's payments to FF&E vendors, using a system approved by the Authority.

The Proposer shall provide a narrative description of its procedures and personnel that will be used to satisfy these negotiations and procurement responsibilities.

J. Landscape and Irrigation System Maintenance.

The 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. The Manager will ensure timely and proper snow removal on the Stadium Site to ensure safe conditions for patrons, employees and the general public.

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

The Manager will be responsible for (i) marketing of the Stadium Site, including the Plaza, and booking of events at the Stadium Site and on the Plaza in accordance with the Stadium Use Agreement, and (ii) marketing of the Urban Park, in accordance with the Urban Park Use Agreement, in each case of the foregoing, on behalf of and subject to the approval of the Authority. The Proposer understands that the Stadium is intended to be a “multi-purpose Stadium.” The 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. The Manager shall develop a Stadium Site marketing plan that specifies how the Stadium and Stadium Site will be marketed and programmed for Authority Events for the first year of Stadium Site operations and an extended five (5) year period. The Manager shall provide detail of efforts to be expended (means and methods), expected costs for such efforts and the returns to be made by undergoing those efforts.
- Urban Park Marketing and Promotions Plan. The Manager shall develop a plan that details how the Urban Park will be integrated into the use of the Stadium Site for Authority Events. Further, the Manager shall develop a marketing plan for the first year of the operation of the Urban Park and an extended five (5) year period based on the rights of the Authority set forth in the Urban Park Use Agreement. The Manager shall provide detail of efforts to be expended (means and methods), expected costs for such efforts and the returns to be made by undergoing those efforts.

The Proposer will provide a detailed description as to how it will satisfy the marketing, permitting and booking of events responsibilities. Furthermore, the Proposer should describe its marketing approach and plan for the Stadium including how such marketing and promotion will facilitate the highest utilization of the Stadium.

IX. MANAGEMENT AGREEMENT

The successful Proposer will be required to enter into a Management Agreement with the Authority. The Management Agreement will specify, among other things, the Services to be provided and all other rights and obligations of the Authority and the Manager, as well as the required standards of Manager performance.

SCHEDULE 1

FINANCIAL PROPOSAL

The Proposer to provide a management fee proposal based on the follows assuming a Management Agreement term of five (5) and ten (10) years, from the opening of the Stadium (assumed to be July 1, 2016):

1. A fixed monthly or annual management fee for day-to-day management, operations and maintenance of the Stadium, Stadium Infrastructure and Stadium Site.
2. An incentive fee which sets forth specific details of the fee and examples of how the incentive fee would be calculated using a hypothetical case. Such options may include, but are not limited to, (i) quality of management and operations Services performed as determined by the Authority; (ii) achievement of the Authority's programmatic and fiscal goals; (iii) community involvement; and (iv) Authority satisfaction (e.g. results of "mystery shopper" reports, informal and formal audits, inspections, customer surveys and observations conducted by the Authority or the Vikings).
3. A fee retainage for the portion of the management fee that would be retained by the Authority and either returned in whole or in part to the Manager or retained entirely by the Authority pending a year-end review.

SCHEDULE 2

ALTERNATE FINANCIAL PROPOSAL

The Proposer is encouraged to provide alternative compensation structure(s) tied to: (i) revenue guarantees; (ii) operating expense guarantees; (iii) capital expenditure guarantees; (iv) net operating results; and/or, (v) other such alternative(s) that provide guarantees related to revenue generation or limit the exposure of the Authority to annual operating costs/losses. The Proposer should also provide a proposed term for the alternative Proposal(s) provide as a part of **Schedule 2**.

SCHEDULE 3

NON-COLLUSION STATEMENT

(To Be Submitted With Proposal)

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is the [**Title of Person Signing**] of [**Name of Proposer**] states that all statements made and facts set out in the Proposal for the above Project are true and correct; and the Proposer (the person, firm, association, or corporation making said Proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said Proposal or any contract which may result from its acceptance.

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

Proposer _____

By _____

Its _____

SWORN to before me this _____ day of _____ 2014.

Notary Public _____

My Commission Expires: _____

SCHEDULE 4

MINNESOTA HUMAN RIGHTS ACT QUESTIONNAIRE

(To Be Submitted With Proposal)

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or Proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

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

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

BOX D – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

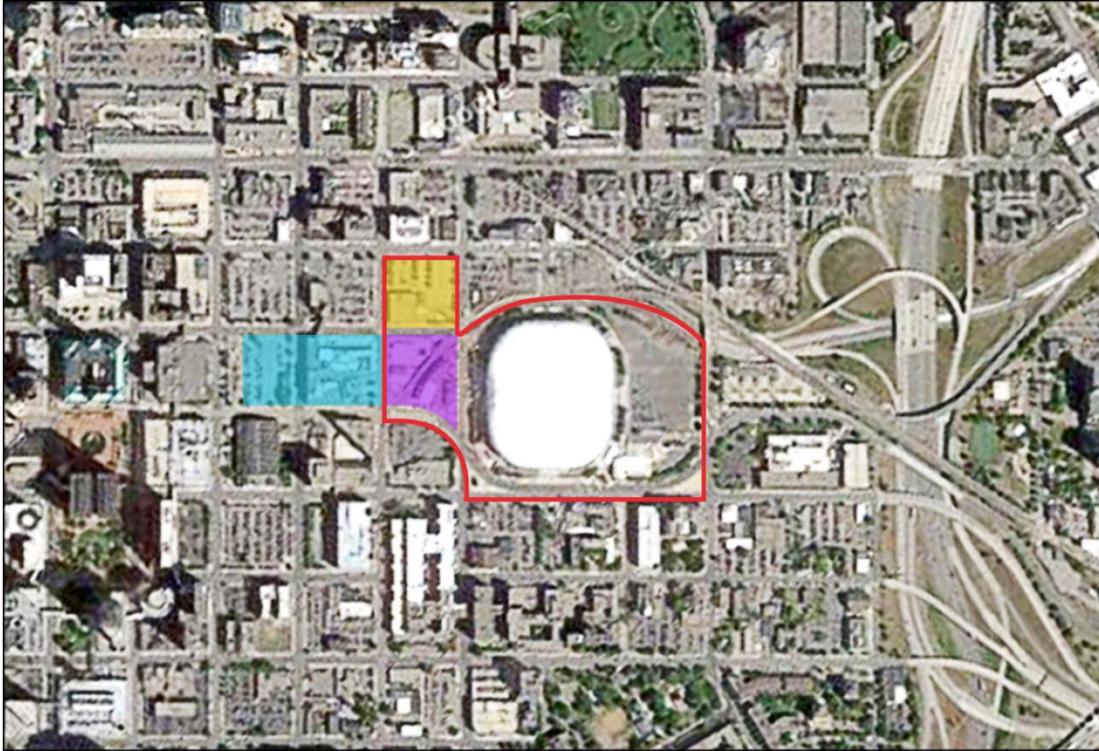
Minnesota Department of Human Rights, Compliance Services Section	
Mail: 190 East 5 th Street, Suite 700	Metro: (651) 296-5663
St. Paul, MN 55101	Toll Free: 800-657-3704
Website: www.humanrights.state.mn.us	Fax: (651) 296-9042
Email: employerinfo@therightsplace.net	TTY: (651) 296-1283

SCHEDULE 5

PROPOSER COMMENTS ON STADIUM DESIGN

APPENDIX A

STADIUM SITE PLAN



Legend

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

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.

“**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).

“**Best Practices**” shall have the meaning set forth in **Section VIII.E**.

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

“**Capital Funding Plan**” shall mean the short-term and long-term capital funding plan that is prepared and developed by the Authority in consultation with the Vikings and the Manager, and adopted by the Authority. The short-term portion of the plan shall, at a minimum, (i) allocate the Annual Design Add-Alternatives Allocation (as defined in the Stadium Use Agreement), as applicable, and (ii) identify the Capital Enhancements to be performed during the upcoming year and the next succeeding year that, for each such year, (A) identifies the items of Capital Enhancements work proposed to be performed, (B) cost estimates for each item of work proposed, and (C) 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 or the Stadium Use 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 M.A. Mortenson Company.

“**Design Services**” shall mean the Services proposed to be provided (and covenanted to be provided pursuant to the Management Agreement, if the Proposer is selected as the Manager) 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 Management 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.K.**

“**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.J.**

“**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.

“**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.

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

“**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 Budget**” shall mean the annual budget for the operation and maintenance of the Stadium, Stadium Infrastructure, and the Stadium Site that is prepared for the Authority, and to be approved by the Authority, in consultation with the Vikings.

“**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, which must be updated not less frequently than once each year. .

“**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.

“**Playing Field**” shall have the meaning set forth in **Section VIII.D.**

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

“**Pre-opening Period**” shall mean the period of time from the contract award date based on the terms of the Management Agreement (assumed to be July 1, 2014) through the date that the Stadium and the Plaza, respectively, become fully operational (assumed to be July 1, 2016).

“**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.

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

“**RFP Qualifications**” shall mean the Proposer’s submittal of its qualifications in connection with the Authority’s previously issued Request to Submit a Proposal of Qualifications dated March 7, 2014.

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

“**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 Services**” shall mean all janitorial, cleaning, security, maintenance, physical plant, grounds keeping, 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 Stadium Site Plan and includes the site of the Stadium and Stadium Infrastructure; **provided**, that by way of clarification and with respect to the responsibilities and obligations of the Manager, the parking facilities shall not be considered as part of the Stadium Site, notwithstanding the Stadium Site Boundary set forth on the **Appendix A** Stadium Site Plan.

“**Stadium Site Plan**” shall mean the Stadium Site and adjacent areas as set forth in **Appendix A**.

“**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.