

Request for Proposal
New Minnesota Multi-Purpose Stadium
Traffic Management Plan (“TMP”)
for the
Minnesota Sports Facilities Authority
and
Minnesota Vikings Football Stadium, LLC

RFP Issuance Date:

October 17, 2014

RFP Due Date:

November 14, 2014

TABLE OF CONTENTS

	<u>Page</u>
I. GENERAL INFORMATION.....	1
II. STADIUM DESCRIPTION	1
III. SUBMITTING A PROPOSAL.....	2
IV. PROPOSAL REQUIREMENTS	5
V. EVALUATION OF PROPOSALS AND SELECTION OF CONSULTANT.....	5
VI. SCOPE OF SERVICES	7
VII. CONSULTANT REQUIREMENTS	13
SCHEDULE 1 PROPOSER BACKGROUND INFORMATION	Schedule 1
SCHEDULE 2 ACKNOWLEDGEMENT AND ATTESTATION FORM.....	Schedule 2
SCHEDULE 3 CONFIDENTIALITY AGREEMENT	Schedule 3
SCHEDULE 4 STAFFING PLAN AND FEE PROPOSAL.....	Schedule 4
SCHEDULE 5 NON-COLLUSION STATEMENT	Schedule 5
SCHEDULE 6 MINNESOTA HUMAN RIGHTS ACT QUESTIONNAIRE	Schedule 6
SCHEDULE 7 FINAL ENVIRONMENTAL IMPACT STATEMENT.....	Schedule 7
APPENDIX A STADIUM SITE PLAN.....	Appendix A
APPENDIX B DEFINITIONS	Appendix B

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

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.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

Minnesota Sports Facilities Authority

Minnesota Multi-Purpose Stadium Request for Proposal to Develop a Traffic Management Plan

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 consultants to develop a Traffic Management Plan (“TMP”) related to the Minnesota Multi-Purpose Stadium (the “Stadium”) located in Minneapolis, Minnesota and the surrounding areas as defined herein.

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.

II. STADIUM DESCRIPTION

The Stadium is located on a site partially including the site of the Existing Stadium and additional adjacent land to the Existing Stadium. The Stadium Site Plan is attached hereto as **Appendix A**. The TMP must identify implications for development in the immediate area, and the area within close proximity (minimum 2 blocks) of the Stadium and residential, commercial, industrial or neighborhoods.

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 will include large operable doors that may be used for ingress and egress at the West end of the facility during certain Stadium events. The Stadium will also include a large plaza at-grade on the West end of facility, as well as an extended plaza area on the West side of Chicago Avenue South. 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 (aka “Commons 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 Urban Park and adjacent 2 city blocks should be considered as part of the Stadium Site for this analysis.

III. SUBMITTING A PROPOSAL

Each Proposer should carefully examine all documents provided in connection with this RFP and thoroughly familiarize itself with all requirements of the RFP prior to submitting its Proposal.

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

RFP Issuance Date:	October 17, 2014
Pre-Proposal Meeting Date:	November 5], 2014
Proposal Due Date:	November 14, 2014
Selection/Contract Negotiations:	November/December, 2014
Contract Execution Date:	December 15, 2014

- B. Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (CST), November 14, 2014** to the Authority’s CEO/Executive Director at the address set forth in **Section III.E** below.

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 **November 5, 2014 at 11:00 am, CST**. Please call Amy Quaintance at (612) 335-3314 to confirm attendance.
- D. All inquiries regarding this RFP must be in writing directed to: Mr. Ted Mondale at the address set forth in **Section III.E** below or via email to ted.mondale@msfa.com, with a copy to Don Becker at the address set forth in **Section III.E** below or via email to beckerd@vikings.nfl.net. Questions may be submitted up to **November 7, 2014**. If the questions are deemed necessary to

provide clarification, an addendum to this RFP will be issued three (3) days prior to the submission deadline.

Inquiries or other contact with any other officer, commissioner, agent or employee of the Authority or the Vikings regarding the Stadium and/or this RFP, 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 **November 14, 2014, 2:00 p.m. (CST)** addressed to:

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

Don Becker
Minnesota Vikings Football Stadium, LLC
Minnesota Vikings – Winter Park
9520 Viking Drive
Eden Prairie, MN 55344

Proposals in response to this RFP received after **2:00 p.m. (CST)** on **November 14, 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, at its 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, information provided by the Proposer 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 developing a TMP for similar multi-purpose professional sports facilities and/or similar NFL facilities; and (iii) the costs set forth by the Proposer to perform the Services requested in this RFP.
- H.** The Authority may interview one or more Proposers regarding the Services. The purpose of the interview will be to meet the consultant proposing to perform the

Services requested as a part of this RFP, become familiar with key personnel, and understand the Proposer approach and ability to meet the stated objectives of the Authority with regard to the develop of the TMP. The Proposer should be prepared to discuss with specificity (i) the Proposer's capacity to provide Services requested in this RFP in compliance with the timetable set forth herein, (ii) the Proposer's initial review and comments on key issues or observation regarding the development of the TMP; (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 **November 14, 2014 at 2:00 pm (CST)**, 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.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting the proposed Services. Failure to make such investigations and examinations will not relieve the successful Proposer from the obligations to comply with all provisions and requirements of the RFP.
- K.** 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.
- L.** The Authority reserves 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 reserves 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.

- M.** 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.

IV. PROPOSAL REQUIREMENTS

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

- A.** A list of corporate officers of the Proposer and their experience in preparing traffic management plans and the Services requested herein.
- B.** A list of other projects similar to the Stadium project described herein that the Proposer provided or preformed all or a part of the Services requested as a part of this RFP within the past three (3) years. Please provide detailed information, e.g., name, address and telephone number of the other projects, key contact name(s), nature of services provided and other relevant information that describes the Proposers experience.
- C.** An organization chart that specifies the duties and reporting relationships for all of the Proposer personnel required to perform the Services set forth in this RFP.
- D.** Resumes detailing the experience and relevant background information of the key personnel that Proposer will submit as the project team to perform the Services set forth in this RFP.
- E.** The following completed schedules:
- Proposer Background Information - **Schedule 1**
 - Acknowledgement and Attestation Form - **Schedule 2**
 - Confidentiality Agreement - **Schedule 3**
 - Staffing Plan and Fee Proposal - **Schedule 4**
 - Non-Collusion Statement - **Schedule 5**

- Minnesota Human Rights Act Questionnaire - **Schedule 6**
Final Environmental Impact Statement (FEIS) – Schedule 7

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.

V. EVALUATION OF PROPOSALS AND SELECTION OF CONSULTANT

- The Authority will evaluate each responsive Proposal using such criteria as the Authority may determine, in its sole discretion, including requests for clarification or additional information, if required.
- The Authority, in its sole discretion, may determine whether a particular Proposer has the experience and qualifications to develop the TMP.
- The Authority may eliminate, in its 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 may reject all Proposals and decide to reissue the RFP or proceed without the assistance of any Proposer.
- The Authority reserves 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 Proposer.
- The Authority will not be required to state or indicate any reason for rejection of any Proposals or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.

VI. SCOPE OF SERVICES

- A. The TMP will provide the Authority and stakeholders a plan of action (“POA”) laying out feasible and cost-effective measures to move traffic and pedestrians into and out of “**ENTER DESCRIPTION OF AREA (SUCH AS ENTERTAINMENT DISTRICT OR AS APPROPRIATE)**” effectively and efficiently. The Proposer should provide comment on the appropriate geographic scope of the “**ENTER DESCRIPTION OF AREA (SUCH AS ENTERTAINMENT DISTRICT OR AS APPROPRIATE)**” to be evaluated in the

TMP. [scope of area will need to be defined broadly enough to ensure mitigation of congestion and security issues within large Stadium impact area.]

- B.** The TMP will provide the Authority and stakeholders, including parking facility operators plans to implement efficient pedestrian and traffic flow prior to and after events, based on single and/or multiple events at the Stadium, and/or within the “**ENTER DESCRIPTION OF AREA (SUCH AS ENTERTAINMENT DISTRICT OR AS APPROPRIATE)**” taking into consideration anticipated attendance.
- C.** It is required that documented benchmarking of best practices of cities with similar stadia situated in an urban environment be performed in order to recommend an appropriate plan for “**ENTER TMP RFP ISSUING ENTITY NAME(S) HERE**” and stakeholders. Best practices should include but not be limited to scheduling strategies, media communications, advance traveler information strategies, traffic management practices, parking operational techniques, crowd control, traffic police assignments, strategies for handling multiple events, and impacts on traffic flow and parking as a result of tailgating. NFL best practices and security requirements should be taken into account in this analysis.
- D.** Additionally, the urban location of the Stadium and the expectation of multi-purpose uses during any and all days and times as required must be considered in the TMP.
- E.** The following tasks and data collection are required for the TMP:
- Develop a strategy for the most efficient method of entering and exiting vehicles to and from the parking facilities. Parking facilities may include but not limited to: surface lots, garages or ramps, etc. The TMP shall address efforts that reduce conflicts and maximizes the roadway carrying capacity. Also, develop the most efficient method to move pedestrians to and from the Stadium with the least amount of conflict with vehicles.
 - A safety analysis including reportable and non-reportable crashes.
 - Analysis of traffic and pedestrian signal timings, coordination and programs.
 - Analysis of parking facility operations including reserve parking practices and logs, and entry and exit volumes during various single and multiple events such as the time to clear lots after each event, comparing existing conditions to best practices in other cities.
 - Analysis of parking operations and tailgating during football games comparing existing practices to best practices in other cities.

- Analysis of street closures, interstate ramp closures, lane configurations, and turning prohibitions during events.
- Analysis of mass transit (rail and bus) demands - including but not limited to; duration of service, ridership, and frequency.
- Evaluate operation plans associated with managing taxis, limousines, and charter busses.
- Evaluate previous, current, and future mass transit operational plans – including but not limited to vehicle mix, queuing, signage, and frequency.
- Provide a recommendation for mass transit operational plan.
- Provide a recommendation for the management of taxis, limousines, and charter busses.
- Provide a recommendation for increasing mass transit ridership.
- Summarize and analyze event specific Variable Message Systems (VMS) and sign use
- Provide a recommendation for a traffic camera plan and VMS plan.
- Provide a recommendation on standardized parking instructions and arrival and departure directions for team websites, mailings, social media and e-mail alerts.
- Provide a recommendation for street closures, interstate ramp closures, lane configurations (including contra-flow lane configurations), and turning prohibitions prior to, during, and after Stadium events.
- Data collection for existing origin / destination data from the team(s) to determine arrival and departure percentages by general direction.
- Estimate the probable increase in vehicular traffic, charter buses, parking demand, and transit use should proposed development occur.

Proposals should specify in detail what will be produced for each task and identify any critical tasks that have not been included in this document.

VII. CONSULTANT REQUIREMENTS

A. Meetings and Project Management

- The TMP is expected to require the successful proponent to attend twelve (12) meetings with the Authority and stakeholders in Minneapolis, MN.
- In addition, the successful proponent will be required to participate in bi-weekly conference calls with the Authority and stakeholders from award through to acceptance of the TMP by the Authority and stakeholders.
- The successful proponent will also participate in the implementation of the TMP projected to begin 180 days prior to the Stadium's first major event. The Stadium's first major event shall be defined as an event with over 20,000 persons in attendance projected to occur early in the 3rd quarter of 2016. Successful proposer shall be in attendance, monitor TMP implementation and report in writing on observations and recommendations for each of the first four home Minnesota Viking Football games hosted in the new Stadium.
- The implementation of the TMP will include but not limited to the following; evaluation of traffic management service providers' POA of the TMP, "Table Top" exercises, post event debrief and re-evaluation of the TMP as determined by post event debrief.

B. Work Deliverables

- Work deliverables shall include but not limited to: agendas, bi-weekly conference call minutes and action items, meeting presentations, preparation of meeting summaries, and assignment tracking.
- Updates/revisions to the TMP based on evaluation of implementation following Stadium opening and first four home Viking football games hosted in the new Stadium.
- All deliverables will be property of the Authority.

C. Traffic Management Plan (TMP)

- The TMP shall include a detailed Plan of Action (POA) based on the following TMP outline at a minimum:
 - 1) Venue Location
 - 2) Regional Distribution
 - 3) Regional Highway Access and projected changes to end of year 2020.
 - 4) Local Context
 - 5) Parking Overview

- a) *Venue Parking*
- b) *Pre-Sold Parking*
- c) *Disabled Parking*
- d) *Event Staff Parking*
- e) *Hotel Parking*
- f) *Downtown Parking*
- g) *Bicycle & Motorized Scooter Parking*
- 6) Driving Restrictions Overview
 - a) *Overall Driving Restrictions*
 - b) *Venue Site Driving Restrictions*
 - c) *Neighborhood Driving Restrictions*
- 7) Ingress Routing Overview
 - a) *Ingress Traffic Model*
 - b) *Event Ingress Traffic Volumes*
 - c) *Venue Site - Access Routes*
- 8) Other Event Vehicular Routing
 - a) *Site Circulation*
 - b) *Drop-off and Pick-up*
 - c) *Emergency Vehicle Access Routes*
 - d) *Charter Bus Staging*
 - e) *Disabled and Event Staff Parking - Access Route*
 - f) *Limousine*
 - g) *Taxi Management/Coordination*
- 9) Event Shuttle Overview

- a) *Shuttle Routes - Ingress*
 - b) *Shuttle Routes - Egress*
 - c) *Event Staff Shuttle Route - Ingress*
 - d) *Event Staff Shuttle Route - Egress*
- 10) Pedestrian Flow Overview
- a) *Ingress Pedestrian - Volumes*
 - b) *Ingress Pedestrian - Routes*
 - c) *Egress Pedestrian - Volumes*
 - d) *Egress Pedestrian - Routes*
- 11) Egress Routing Overview
- a) *Egress Traffic Model*
 - b) *Event Egress Traffic Volumes*
 - c) *Venue Site - Egress Routes*
- 12) Signage Overview
- a) *Ingress Variable Message Signage Locations - Regional / Surface Street*
 - b) *Ingress Variable Message Signage Locations - Highway*
 - c) *Egress Variable Message Signage Locations - Regional / Surface Street*
 - d) *Egress Variable Message Signage Locations – Highway*
 - e) *Recommendations for Static Signage – (Temporary and Permanent)*
- 13) Equipment
- 14) Itemized Inventory of required equipment required in the execution of the TMP. May include:
- a) *Bike Racks*

- b) Cones*
- c) Sandwich Board Barricades*
- d) Staffing Levels*

- Elements of the TMP shall include but not be limited to the following:
 - 1) **Introduction** – a description of the Stadium, surrounding area and the purpose of the TMP.
 - 2) **Event Scenarios** - A list of possible Stadium event scenarios including those covered in the *Final Environmental Impact Statement (FEIS)* attached as Schedule 7. This means reflecting the variable start times and days of the week for Vikings NFL football games as well as possible Major League Soccer (MLS) games when other large events are scheduled at other downtown venues including but not limited to the "Commons Park" .
 - 3) **Infrastructure Changes/Modifications** - A list of probable improvements for the area.
 - 4) **Maps and Graphics** –as necessary to demonstrate the measures described within the TMP document, which could include: a location map, a neighborhood map, and a map/graphic showing probable infrastructure changes/modifications.
 - 5) **A Detailed Traffic Control Plan** –including a separate plan for each of the event scenarios identified. These traffic control plans are aimed at mitigating traffic flow both before and after events and will include permanent as well as temporary/mobile measures for each of the scenarios. The measures listed in the FEIS will serve as a starting point. The TMP Committee may add and/or delete based on the feasibility of each measure. The Traffic Control Plans should address vehicular, pedestrian and bicycle traffic. This task does not include any design work, additional traffic operations analysis or an event signal-timing plan.
 - 6) **A Detailed Transportation Routing and Wayfinding Plan** –including proposed routing for vehicles, bicycles and pedestrians to and from the Stadium, transit station, charter bus drop-off/pick-up location(s) or other designated drop-off/pick-up locations.
 - 7) **A Detailed Transit Management Plan** – including a description of all transit functions in the area such as regular route bus service, LRT, special event bus service, shuttle bus operations, taxi/limousine operation, and

charter bus operations. The plan should include approximate schedules for the different transit services if available.

- 8) **A Communication/Education Plan** – identifies communication strategies related to the different plans developed in the overall TMP, as well as opportunities to work with surrounding businesses and residents on pre- and post-game activities. The communication plan will use a variety of approaches including the internet, printed materials, advertising, and promotion of transit use, media, social media and signage.
- 9) **Threat Assessment & Incident Management Plan** – identifies procedures and protocols related to emergency services in and around the Stadium. In addition to the TMP committee, other key stakeholders involved with this portion of the TMP will include Minneapolis Police and Fire, Hennepin County Sherriff, the FBI, Homeland Security, EMS and NFL and MLS representatives.
- 10) **Systems Evaluation/Preparation of Funding Strategy Scenarios** – many of the proposed mitigation elements cannot be evaluated from a benefit/cost standpoint in isolation, but must be evaluated from a systems standpoint. For example, improving exiting times from parking facilities through physical improvements. Mitigation work also needs to honor financial constraints. This task will examine funding level assumptions (to be determined by stakeholders) and recommended mitigation priorities and implementation strategies at each of the funding levels.

SCHEDULE 1

PROPOSER BACKGROUND INFORMATION

Proposer Information

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

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

Type of Entity

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

A. Individual/Sole Proprietor

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

B. Corporation/LLC

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

(Address of Home Office)

and authorized to do business in the state of Minnesota.

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

Federal Employer Identification Number: _____

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

C. Partnership

Name of Partnership: _____

Federal Employer ID Number: _____

Members/Partners: _____

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

Managing Partner: _____

Home Address of Managing Partner:

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

(Address of Home Office)

and authorized to do business in the state of Minnesota.

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

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

D. Other Business Entity

Owner's Name: _____

Home Address: _____

City, State, Zip: _____

Federal Employer ID Number: _____

D.B.A. Trade Name: _____

Owner's Social Security Number: _____

Owner's Date of Birth: _____

DRAFT

SCHEDULE 2

**NEW MINNESOTA MULTIPURPOSE STADIUM
ACKNOWLEDGEMENT AND ATTESTATION FORM**

(To Be Submitted With Proposal)

In submitting this Proposal for Traffic Management Plan Services the undersigned has certified that the Proposer has reviewed the RFP Qualifications dated October 17, 2014 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP Qualifications and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP Qualifications and/or from the Authority or the Team on a confidential basis.

The Proposer understands the Authority and the Team reserve the right to reject any or all Proposals in accordance with their best respective interests. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name _____
Name: _____
Title: _____
Date: _____

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

SCHEDULE 3

CONFIDENTIALITY AGREEMENT

(To Be Submitted With Proposal)

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

The Authority and the Team are considering retention of or has retained the [**Proposer**] to assist in consulting or working on the Project. Because the [**Proposer**] may have access to confidential and proprietary information of the Authority or Team as a result of the Project, the [**Proposer**] agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

1. For purposes of this Agreement, "**Confidential Information**" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants. Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the [**Proposer**]'s act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.

2. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the [**Proposer**] will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the [**Proposer**] shall not be considered a breach of this Agreement.

3. The [**Proposer**] will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the [**Proposer**] use less than reasonable care.

4. If the **[Proposer]** receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the **[Proposer]** shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.

5. The **[Proposer]** acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the **[Proposer]** agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The **[Proposer]** will, except to the extent inconsistent with (a) its use in connection with legal proceedings or (b) Applicable Law or official requests, at the election of the Authority and/or the Team, as applicable, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the foregoing.

6. In the event of any litigation between the Project Participants and the **[Proposer]** in connection with this Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.

7. All references to the **[Proposer]** herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and in the event any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The **[Proposer]** represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed

in accordance with the internal laws of the state of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

8. All notices, requests, consents or other communications required under this Agreement shall be in writing and shall be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the parties as follows (or at such other address as a party may from time to time designate by notice given pursuant to this section):

To the Authority:	Minnesota Sports Facilities Authority 511 11th Avenue South, Suite 401 Minneapolis, MN 55415 Attn.: Michele Kelm-Helgen, Chair Attn.: Ted Mondale, CEO/Executive Director
with copies to:	Dorsey & Whitney LLP 50 South 6th Street, Suite 1500 Minneapolis, MN 55402 Attn.: Jay Lindgren
To the Team:	Minnesota Vikings Football Stadium, LLC Minnesota Vikings Football, LLC 9520 Viking Drive Eden Prairie, MN 55344 Attn.: Kevin Warren Executive Vice President – Legal Affairs & Chief Administrative Officer
with copies to:	Briggs and Morgan, Professional Association 2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402 Attn.: Michael J. Grimes Attn.: Matthew A. Slaven
To the Proposer:	

Dated and effective this _____ day of _____, 2014

**MINNESOTA SPORTS FACILITIES
AUTHORITY,**

a public body and political subdivision of the
state of Minnesota

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

TEAM:

**MINNESOTA VIKINGS FOOTBALL
STADIUM, LLC,**

a Delaware limited liability company

By: _____
Name: _____
Title: _____

MINNESOTA VIKINGS FOOTBALL, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[PROPOSER]:
[LEGAL NAME OF PROPOSER]

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

DRAFT

SCHEDULE 4

STAFFING PLAN AND FEE PROPOSAL

Define team member roles including who will be the lead contact person and how the other team members will relate. Provide hourly billing rates for all key staff to be assigned to the project and a not-to-exceed fee proposal to perform the Services set forth in this RFP.

DRAFT

SCHEDULE 5

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 6

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:

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

- 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: _____

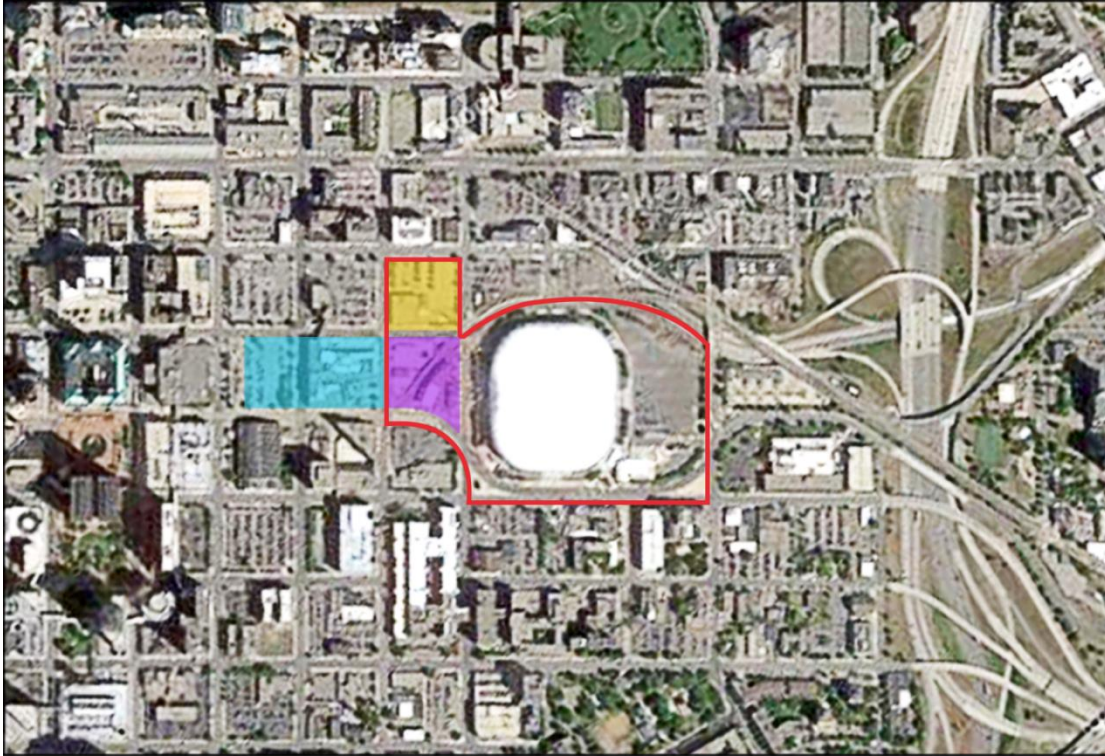
Date: _____ Telephone number: _____

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

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.

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

“**City**” shall mean the city of Minneapolis, Minnesota, a municipality under the laws of the State of Minnesota.

“**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.

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

“**FEIS**” shall mean the final environmental impact statement set forth in Schedule 7.

“**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.

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

“**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

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

Football League.

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

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

“**POA**” shall have the meaning set forth in Section VI.A.

“**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.

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

“**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 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.

“**Team**” shall mean Minnesota Vikings Football Stadium, LLC, a Delaware limited

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

liability company and 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.

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

“**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.

“**VMS**” shall have the meaning set forth in Section IV.E.

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

DRAFT