

**Request for Proposal
to provide
Premium Food and Beverage, Catering, and Concession
Services for a New Minnesota Multipurpose Stadium
for
Minnesota Sports Facilities Authority
and
Minnesota Vikings Football, LLC**

RFP Date:	March 22, 2013
Qualifications and Indication of Interest Date:	April 10, 2013
Pre-Proposal Conference Date:	April 15, 2013
Proposal Due Date:	April 23, 2013

CONFIDENTIALITY NOTICE

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

REFERENCE TO DEFINITIONS

Defined terms and phrases used in this RFP are set forth in **Appendix 1**.

[REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]

TABLE OF CONTENTS

	Page
I. Project Overview	1
II. Project Scope	4
III. Proposal Process and Requirements	6
A. Proposal Timetable and Pre-Proposal Meeting.....	6
B. Review Criteria, Interviews/Presentations and Negotiation	7
1. Review Criteria	7
2. Interviews.....	7
3. Negotiation.....	7
C. Instructions for Submission of Proposal Response.....	8
1. Submission.....	8
2. Questions; Inquiries	8
3. Communications	8
4. Amendments	8
5. Cancellation; Rejection.....	8
6. Proposer Costs	9
7. Minnesota Government Data Practices Act.....	9
D. Award Criteria	9
E. Required Submittals.....	9
F. Other Proposal Requirements	10
1. Management and Staffing Plan.....	10
2. Sales and Marketing Plan.....	11
The Authority and the Team are highly desirous of working with the Proposer to solicit and grow both event day and non-event day Catering Services as well as working with the Proposer to maximize per capita spending at events.....	11
3. Past Experience	12
4. Quality and Service Enhancements	12
5. Menu Recommendations	12

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 Team.

	At a minimum, the Proposer must submit menus for Concession stands and hawking/in-seat service	12
6.	Event Information and Reporting	12
7.	Branded Products	12
8.	LEED Certified Requirements	12
9.	Project Design Participation	13
10.	Unique Design Elements.....	13
11.	Pre-opening Plan.....	13
12.	Training Programs	13
13.	Hazard Analysis Critical Control Plan.....	14
IV.	Summary of the facilities within the Stadium and on the plaza	15
V.	Financial Terms and Conditions	16
A.	Financial Options	16
B.	Performance Bonds.....	17
C.	Insurance Requirements.....	17
D.	Other Qualifications of Coverage	18
VI.	Other Proposal Matters	19
A.	General Operating Requirements.....	19
1.	Occupancy and Applicable Law	19
2.	Permits and Licenses.....	19
3.	Collect and Remit Taxes.....	19
4.	POS Devices	19
5.	Operations – Authority/Team Discretion.....	19
6.	License and Permit Transfer	20
B.	Alcohol Beverages	20
C.	Accounting and Reporting Procedures	21
D.	Equipment Repair, Maintenance and Smallwares	22
1.	Maintenance and Repair	22
2.	Smallwares	22
3.	Proposer Negligence	22

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 Team.

E.	Utilities.....	22
F.	Affirmative Action.....	22
G.	Employee Representation	23

Schedules

- Schedule 1 – Proposer Background Information
- Schedule 2 – Financial Proposal
- Schedule 2A – Alternate Proposal
- Schedule 3 – Operating Pro Forma
- Schedule 4 – Blackline of Definitive Agreement Setting Forth Contract Exceptions
- Schedule 5 – Acknowledge and Attestation Form
- Schedule 6 – Confidentiality Agreement
- Schedule 7 – Non-Collusion Statement
- Schedule 8 – Minnesota Human Rights Act Questionnaire

Exhibits

- Exhibit A – Preliminary Site Plan
- Exhibit B – Conceptual Design – Facilities Program for the Project
- Exhibit C – Stadium Seating Capacity
- Exhibit D – Calendar Year 2012 Attendance and Revenues
- Exhibit E – Facility Description By Area

Appendices

- Appendix 1 – Definitions
- Appendix 2 – Proposed Definitive Agreement

I. PROJECT OVERVIEW

- The Authority and the Team plan to construct a new multipurpose fixed-roof NFL stadium in downtown Minneapolis, Minnesota with an approximate capacity of 65,000 seats (expandable to 73,000 to host the Super Bowl) for use during all NFL home games played by the Team, and for other events such as NCAA basketball, amateur baseball, major league soccer, concerts, civic, community and not-for-profit events, and other events to be determined. The Stadium is planned to be a multipurpose fixed-roof structure (with a potential retractable feature), artificial grass stadium with a view of the Minneapolis skyline. The Preliminary Site Plan for the Project is attached hereto as **Exhibit A**.
- The Agreement will be for (i) Design Services, and (ii) the Premium Food and Beverage Sales, Catering Services, and Concession(s) for the Stadium and the Plaza.
- Merchandise Services for the sale of Merchandise and other non-consumables are not anticipated for this RFP.
- The Authority desires to enter into the definitive Agreement with the selected Proposer immediately as the Proposer will provide Design Services for the Facilities. The period between the date of the Agreement and the opening of the Stadium will be considered pre-opening and the Agreement term will not begin until the opening date of the Stadium.
- The term of the Agreement will be for a period of not more than ten (10) years. Substantial completion of the Stadium is currently scheduled on or around July 1, 2016, but no guaranty is made that the Stadium will be completed by such date. The Agreement will also include options to extend the Agreement, either by mutual agreement or in the sole discretion of the Authority (with the approval of the Team).
- Although the Food Service Facilities are being designed for a single operator, the Authority and the Team also reserve the right to enter into negotiations with one or more Persons that represent the best economic and qualitative returns.
- The Authority and the Team have formed the SDC Group (stadium design and construction group) comprised of representatives of the Authority and the Team to direct and manage the design of the Project and oversee construction. The Proposer will provide Design Services and work directly with the SDC Group and its consultants (primarily the Architect and the construction manager) in the planning and design phases of the Project.
- The Proposer will detail its Design Services and any costs associated therewith which have a financial effect on the Proposer's response to this RFP.
- The current conceptual design plans for the Stadium are available pursuant to the instructions attached to this RFP as **Exhibit B**. The Architect is in the process of producing schematic design drawings and specifications that are currently being reviewed by the Authority and Team, and these are expected to be provided to the successful

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 Team.

Proposer when approved. The Proposers should note that the design continues to evolve and while an effort will be made to identify the various food and beverage areas that are subjects of this RFP, it is the responsibility of the Proposers to ensure that their submitted Proposals reflect the need to provide services for a first-class multipurpose NFL stadium, notwithstanding the fact that the programming, design and equipping of the food service areas are not fully developed at this time.

- The following list summarizes the approximate seating capacity of the Stadium. A more detailed breakdown illustrating the location of each area listed below is included in **Exhibit C**.

<u>Level</u>	<u>Seating</u>
Event Level	1,518
Executive Suite Level	10,657
Main Concourse Level	18,024
Club Level	10,876
Upper Suite Level	914
Upper Concourse Level	<u>23,465</u>
Total	<u><u>65,454</u></u>

- The Financial Proposal options requested in this RFP will set forth the capital investment requested of the Proposer. It is currently contemplated that the Proposer will provide uniforms and all office equipment for the Proposer's operations. Dependent on the proposed Financial Proposal Option outline in this RFP, the Proposer will *potentially provide* (i) Smallwares, (ii) the POS system(s), and (iii) a capital investment related to the purchase of the aforementioned items and/or Licensor Equipment and Leasehold Improvements.
- The Proposer should include recommendations for the complete POS system, regardless of the party making the investment. As a part of the Design Services, the successful Proposer will be expected to provide a detailed evaluation as to the food service equipment, layout and overall concept to provide for a first-class multipurpose NFL stadium and a detailed budget related to those recommendations.
- A schedule of possible events and attendance is included as part of **Exhibit D**. Actual events scheduled in any year may differ substantially from this list. The list is provided for illustrative purposes only.
- Services to the Team and the Authority may be included in the definitive Agreement, at the discretion of the Authority and the Team. The Proposer shall clearly state that Services to be provided to the Authority and the Team, and certain specified Persons utilizing the Stadium such as media, employees of Licensor, the Authority and the Team, will be at no greater than cost or a specified cost plus basis and that no delivery cost will be charged for such Services.

- In the event that the Authority or the Team seek to bring major events or other similar national or international events to the Stadium, the Proposer will make such modifications to the Agreement that are required for the Authority or the Team to obtain such an event.
- The Stadium is planned as a LEED (Leadership in Energy and Environmental Design) building as certified by the U.S. Green Building Council.

II. PROJECT SCOPE

- The Authority and the Team are seeking Proposals from qualified Persons to provide (i) on an exclusive basis (subject to the exceptions noted in **Section 2.2** of the Proposed Definitive Agreement), the Services and (ii) the Design Services as described in this RFP.
- The successful Proposer will be required to enter into a definitive Agreement for the Services developed by the Authority and the Team, which shall detail all obligations of the parties, along with the required standards of performance. The "Proposed Definitive Agreement" is attached and incorporated by reference to this RFP as **Appendix 2**. Any suggested revisions and modifications to the definitive Agreement shall be provided as a blackline to the **Appendix 2** definitive Agreement and submitted by the Proposer as **Schedule 4** – labeled "Blackline of Definitive Agreement Setting Forth Contract Exceptions." Summary form comments to the Agreement are not encouraged unless accompanied by the blackline Agreement. The submittal of the blackline Agreement is mandatory.
- The Proposer, at its own expense, shall be required to maintain and repair all Licensor Equipment, other Equipment and Leasehold Improvements, including without limitation, portable carts and kiosks, Smallwares, uniforms, and other tools of the trade required to operate the Food Service Facilities in an efficient manner.
- The SDC Group, the Architect and other consultants are responsible for designing, among other things, the Concession Facilities, Food Service Facilities and Premium Food and Beverage Facilities. Once selected, the Proposer shall be required to provide Design Services with respect to the Facilities. The SDC Group shall make reasonable efforts to incorporate the design suggestions made by the Proposer, provided that such changes do not increase costs of the Project. If the requested changes are deemed mandatory by the Proposer and result in increased costs, then the Proposer shall be required to reimburse the Authority for any additional costs incurred.
- A schedule of turnstile attendance for the 2012 calendar year is provided as set forth on **Exhibit D** as a point of reference for the Proposer's promulgation of the financial schedules required in **Section V**. For consistency purposes, the Authority and the Team require the Proposer to submit the financial schedules required in **Section V** based on projected annual turnstile attendance of:

<u>Events</u>	<u>Number</u>	<u>Daily Attendance</u>	<u>Total Attendance</u>
Vikings Football	10	65,000	650,000
MLS Soccer *	18	12,000	216,000
Concerts	1	40,000	40,000
Motorsports	2	35,000	70,000
MSHSL Football	4	15,000	60,000
MSHSL Soccer	3	8,000	24,000
Super Cross	1	40,000	40,000
Amateur Baseball	75	500	37,500
Amateur Football	25	500	12,500
Consumer Show	2	15,000	30,000
Stadium Corporate/Social Catering	50	1,000	50,000
Total	191		1,230,000

* There is not currently an MLS Soccer team in Minnesota. The Team has the exclusive right to establish major league soccer at the stadium for the five (5) years after the first home Team Game.

Although neither the Authority nor the Team make any guarantee as to the accuracy of such required projections, the historical figures provided in **Exhibit D** are materially accurate. In the event that the projections are not achieved, the Proposer shall have no recourse against the Authority or the Team with respect to such projected attendance and the Agreement will not be modified for actual versus projected attendance.

- Before submitting Proposals, each Proposer shall conduct confirmatory due diligence, including but not limited to site visitations, market analysis, analysis of spending patterns for the region, and any other examination that is reasonably necessary to submit an informed Proposal. Any failure to conduct such due diligence shall not relieve the Proposer from any obligations contained in the Proposal.
- All costs associated with developing and presenting Proposals in response to this RFP are the sole obligation of the Proposer, regardless of the outcome of the selection process.

III. PROPOSAL PROCESS AND REQUIREMENTS

A. Proposal Timetable and Pre-Proposal Meeting

The following timetable has been established by the Authority and the Team for the issue, response and award of contract for the Services described in this RFP. The Authority and the Team reserve the right to modify this timetable and will notify each Proposer of any change in the schedule.

RFP Issue Date	March 22, 2013
Qualifications and Indication of Interest Date	April 10, 2013
Pre-Proposal Meeting	April 15, 2013
Proposal Due Date	April 23, 2013
Oral Presentations	May, 2013
Contract Negotiations	May/June, 2013
Contract Execution Date	May/June, 2013
Expected Service Commencement Date	June 15, 2013

Qualifications and Indication of Interest - Proposers are expected to deliver a letter of Qualifications and Indication of Interest to provide the Services requested under this Request for Proposals no later than 2:00 pm, April 10, 2013 to Steven C. Maki at the address set forth in **Section C.1**, herein. As a part of the letter of Qualifications and Indication of Interest, Proposer shall provide a list of multipurpose and professional sports venue projects (with particular focus on multipurpose/NFL stadiums) where the Proposer provided or currently provides services similar to the Services set forth in this RFP over the past five (5) years. Please provide information regarding the name, address, contact name, length of service, size of the stadium, number and type of events. Provide a detailed description of the services provided (Catering, Concessions, Premium Food and Beverage Services). In addition, the Proposer shall provide, in completed form, **Schedule 1** – "Proposer Background Information", **Schedule 5** – "Acknowledgement and Attestation Form" and **Schedule 6** – "Confidentiality Agreement."

Addendums - Addendums will be issued promptly following the issuance of this RFP for the following Sections of and Exhibits to this RFP: **Section IV** – "Summary of the Facilities within the Stadium and on the Plaza," **Section V.C.** – "Insurance Requirements," **Exhibit B** – "Conceptual Design – Facilities Program for the Project," **Exhibit C** – "Stadium Seating Capacity," and **Exhibit E** – "Facility Description By Area."

Pre-Proposal Meeting - A mandatory pre-Proposal meeting will be held at the Hubert H. Humphrey Metrodome, Halsey Hall Room, on **April 15, 2013 at 1:00 pm, CST**. If you are planning to attend, please call **Steven C. Maki** at **(612) 335-3313** no later than **April 10, 2013**, to confirm attendance. Please also indicate the number of attendees representing your firm at the pre-Proposal conference.

After the pre-Proposal meeting, all questions concerning this RFP must be submitted in writing in accordance with **Section III.C.2** below.

B. Review Criteria, Interviews/Presentations and Negotiation

1. **Review Criteria.** The Authority and the Team, at their sole discretion, shall have the right to determine whether any particular Proposer has the qualifications to proceed in this process based on the Proposer's letter of Qualifications and Indication of Interest and/or detailed response to this RFP. 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) prior and current experience in operating similarly sized NFL facilities and/or multipurpose professional sports facilities, including participation and expertise in providing Design Services in the design phase of the Project; (iii) financial qualifications; (iv) qualifications of the Proposer's Design Services personnel, general manager and other on-site management team personnel, as well as proposed regional management experience; (v) the Proposer's past experience in opening and operating a newly constructed multi-purpose NFL facility; and (vi) the Proposer's financial response.
2. **Interviews.** In addition to submitting a response to this RFP, the Authority and the Team may interview one or more Proposers regarding the Services. The purpose of the interview will be to meet the proposed Project team, become familiar with key personnel (including the Proposer's Design Services personnel), and understand the Project approach and ability to meet the stated objectives of the Authority and the Team for the Project. The Proposer should be prepared to discuss with specificity (i) the Proposer's capacity to provide Design Services in compliance with the timetable set forth herein, (ii) the Proposer's capacity to conduct the Services, and (iii) the Proposer's key personnel and their qualifications.
3. **Negotiation.** After the interview(s), the Authority and the Team shall negotiate the definitive Agreement with any or all Proposers deemed qualified to perform the Premium Food and Beverage Sales, Catering Sales, and Concession Sales. Contract negotiations shall be directed toward: (i) ensuring that the Proposer and the Authority and the Team have a mutual understanding of the essential requirements involved in providing the required Services; (ii) determining that the Proposer will make available the necessary personnel, and resources to perform the required Services, including the Design Services, within the proposed time; and (iii) agreeing upon compensation. A Proposer will be selected based on its ability, in the sole discretion of the Authority and the Team, to meet the needs of the Project upon completion of the negotiations.

C. Instructions for Submission of Proposal Response

1. Submission. Twelve (12) copies and one (1) electronic copy of the Proposal shall be submitted no later than April 23, 2013, 2:00 p.m. Central Time. Responses must be sent to:

Steven C. Maki, PE
Director of Facilities & Engineering
Metropolitan Sports Facilities Authority
900 South 5th Street
Minneapolis MN 55415

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

Mr. Steven LaCroix
Mr. Steven Poppen
Mr. Kevin Warren
Minnesota Vikings Football, LLC
Minnesota Vikings – Winter Park
9520 Viking Drive
Eden Prairie, MN 55344

2. Questions; Inquiries. Questions regarding interpretation of the content of this RFP must be in writing and concurrently directed to: Steven C. Maki and Steven LaCroix/Steven Poppen/Kevin Warren at the respective addresses above or via email to makis@msfa.com, lacroixs@vikings.nfl.net, poppens@vikings.nfl.net, and warrenk@vikings.nfl.net. Questions may be submitted up to ten (10) days prior to the deadline for submitting the Proposal. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued seven (7) days prior to the Proposal Due Date.
3. Communications. The Proposers considering responding to this RFP are strictly prohibited from communicating with any member of the governing body or staff of the Authority or the Team with regard to this RFP, respectively, as all questions should be directed to the individuals identified in **Section C.1.** above.
4. Amendments. This RFP shall be modified only by a written amendment issued by the Authority and the Team. It is the responsibility of the Proposers to verify that they have received, and incorporated into their responses, all changes to this RFP due to amendments.
5. Cancellation; Rejection. The Authority and the Team reserve the right to cancel at any time for any reason this solicitation and to reject all qualifications statements. The Authority and the Team shall not have any liability to any Proposer arising out of such cancellation or rejection. The Authority and the Team reserve the right to waive variations in the selection process.

6. Proposer Costs. Neither the Authority nor the Team assume any responsibility for costs incurred in the preparation, submission, presentation or negotiation of the responses to or agreements arising from this RFP, including negotiation of the definitive Agreement.
7. Minnesota Government Data Practices Act. All Persons and entities 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 and the Team representatives above regarding confidential treatment of such privileged information or other private data.

D. Award Criteria

The following is a representative (but not exhaustive) list of key attributes and responses that will be utilized by the Authority and the Team in developing the short list of qualified Proposers who will proceed to the next level in the Proposal process:

- Financial Response
- Past Experience and Qualifications
- Design Services Response
- Customer Service Programs
- Sales and Marketing Programs
- Financial Strength of the Proposer (and/or its consolidated group)
- Proposed Pre-Opening and On-Site Management Team Members

E. Required Submittals

Each Proposal must include the following items without exception.

- Proposer Background Information - **Schedule 1**
- Financial Proposal - **Schedule 2**
- Alternate Proposal - **Schedule 2A**
- Operating Pro Forma - **Schedule 3**
- Blackline of Definitive Agreement Setting Forth Contract Exceptions - **Schedule 4**
- Acknowledgement and Attestation Form – **Schedule 5**
- Confidentiality Agreement – **Schedule 6**
- Non-Collusion Statement – **Schedule 7**
- Minnesota Human Rights Act Questionnaire – **Schedule 8**
- Proposal Bond
- Financial Statements – latest three (3) years of audited financial statements
- Management and Staffing Plan
- Sales and Marketing Plan
- Past Experience
- Quality and Service Enhancements
- Menu Recommendations

- Event Information and Reporting
- Branded Products
- LEED Certified Requirements
- Project Design Participation
- Unique Design Elements
- Pre-Opening Plan
- Training Programs
- Hazard Analysis Critical Control Plan

Each Proposer shall be required to submit its financial Proposal as a percentage of gross revenues for each category of the Services.

Each Proposer shall post a Proposal Bond in the amount of **One Hundred Thousand Dollars (\$100,000)** made payable to the Authority (the "**Proposal Bond**"). In lieu of the required Proposal Bond, the Proposer may provide a certified check.

Each Proposer shall submit 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. Each Proposer must indicate the source of funds that may be used to fund any capital investment proposed, or if financing is required, that the Proposer has an adequate line of credit established for this purpose.

Any other information that the Proposer would like to include for consideration can be placed in a supplemental section after mandatory sections are completed as listed above.

F. Other Proposal Requirements

Each Proposal should include expanded sections detailing the Proposer's approach to:

1. Management and Staffing Plan

- a. Organization Chart. Each Proposer shall provide a table of organization, which shall outline the duties and reporting relationships for all full time employees required to perform the required Services contained in the Agreement.
- b. Minimum Staffing and Matrix. Each Proposer shall provide a staffing chart for (i) all key Design Services personnel and (ii) all key on-site full time staff which should include, at a minimum, a general manager, assistant general manager or Concession manager, Catering manager, controller, human resource manager, executive chef and sous chef. The Authority shall have the right to approve the individuals designated to fill such staffing, subject to the Team's right to object to such staffing or to the retention of individual staff member.

All Proposals must include resumes and references for all key on-site staff members as described above or for any equivalent position. The Authority and the Team acknowledge the significant time period between execution

and delivery of the Agreement and the dates that key personnel will be located in Minneapolis and working actively at the Stadium. The Proposer shall provide alternate individuals that will serve in key capacities to account for, among other things, personnel turnover, promotions and gained experience, and similar factors.

With respect to a general manager, the Proposer shall set forth its three (3) best candidates from which the Authority and the Team may choose. This format is suggested due to the length of time to the 2016 anticipated opening of the Stadium. Without the written consent of the Authority and the Team, 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 Team unless such Person freely leaves the employ of the Proposer.

Specific personnel requirements are described in detail in **Section III.F** of the Proposed Definitive Agreement.

All Proposals must also include a conceptual staffing matrix for Services operations, which depicts the staffing guidelines (e.g. 1 concession server per 100 seats), and any support and supervision required to provide Services for an anticipated attendance of 65,000 patrons for NFL games (with possible additional patrons established by SRO areas) and a concert with an anticipated attendance of 40,000. Proposals must also include a conceptual staffing matrix for a Catering Services event, which depicts the staffing requirements and any support and supervision required to provide Services for a private event with 250-1,000 guests.

2. **Sales and Marketing Plan.** All Proposals must contain a sample sales and marketing plan to be enacted by the Proposer during the term of the Agreement. In particular, the Proposer is encouraged to become an active participant in the sales and marketing process. The sales and marketing plan should clearly outline objectives along with the resources required (personnel and other) and who shall be responsible for any anticipated cost. The sales and marketing plan should also contain a definitive timetable as well as a schedule of expected deliverables.

The Authority and the Team are highly desirous of working with the Proposer to solicit and grow both event day and non-event day Catering Services as well as working with the Proposer to maximize per capita spending at events. The Proposer should provide examples of where the Proposer has grown Catering Services and driven per capita spending for other accounts.

3. Past Experience. The Proposer shall provide a list of other clients similar in nature to the Stadium that the Proposer serves or has served in the past five (5) years. The Proposer should provide detailed information regarding the name, address, contact name, length of service, size of the stadium, number and type of events, annual sales, per capita spending and attendance. The Proposal should also provide the services the Proposer provides and other relevant information on the Proposer's financial performance.
4. Quality and Service Enhancements. All Proposals should contain a description of any qualitative measurements of service and performance deployed at other NFL and multipurpose facilities operated by the Proposer as well as any unique service programs that are currently in place that can be verified by the Authority and the Team.
5. Menu Recommendations. Each Proposer is expected to perform the required due diligence and present menus for all areas of the operation that are reflective of the Twin Cities metropolitan area marketplace.

At a minimum, the Proposer must submit menus for Concession stands and hawking/in-seat service. For each menu submitted, the documentation must include a description of the product to be sold, including any branding, portion size, and recommended retail price points to be charged during the inaugural Football Season, as well as the first year of event operations.

In addition, each Proposer must submit typical menus for the types of service and amenities to be offered to club seat and suite holders for Premium Food and Beverage Operations as well as any other Catering Services programs along with any branding, portion size, and suggested retail pricing. All Catering prices must include the costs of linen, china and flatware. The Proposer is encouraged to bundle offerings that would offer value pricing to suite holders and other Catering Services patrons.

6. Event Information and Reporting. The Proposer shall provide samples of event information, recaps, daily and monthly statements and the like to be furnished to the Authority and Team during the term of the Agreement.
7. Branded Products. Describe how Branded Products, particularly locally well-know brands and concepts, will be handled and how they will impact sales and profits. Detail other Stadia where the Proposer uses Branded Products and any unique financial arrangements associated with such Branded Products.
8. LEED Certified Requirements. Each Proposer is to present a plan to gain certification points from the US Green Building Council. Suggestions may include, but should not be limited to: trash recycling, energy conservation, use of biodegradable service wares, use of sustainable agricultural products and solid waste reduction programs. The Proposers are encouraged to familiarize

themselves with the objectives of the LEED (Leadership in Energy and Environmental Design) building program and to develop plans accordingly.

9. Project Design Participation. Each Proposer shall provide a detailed qualification description of its 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 all Facilities within the Stadium and on the Plaza. These personnel will review and comment upon drawings and specifications, and participate in the evaluation of alternative systems, in coordination with the SDC Group, the Architect, the construction manager and other relevant consultants to the Project. These Design Services personnel must be described as available on a daily basis to assist, in person or telephonically, in the design and planning. The cost and expense of Design Services provided by Proposer shall be estimated and quantified in response to in **Schedule 2**. Design Services will either be subject to a separate contract entered into between the Proposer and the Authority or the Design Services will be incorporated into the "Proposed Definitive Agreement" attached hereto on **Appendix 2** upon finalization of terms, both subject to the approval of the Team.
10. Unique Design Elements. Each Proposer is encouraged to submit creative interior design concepts that could be installed in the Stadium including concept renderings or other information that may reflect a unique approach.
11. Pre-opening Plan. Each Proposal must contain a pre-opening plan, which shall detail all required tasks and responsibility from the contract award date through the date when the Stadium becomes fully operational. The plan shall include a timeline for design, planning, construction and operations, the hiring and development of key personnel, as well as outline any plan for the installation of Licensor Equipment, Equipment, and supplies required to be procured by the Authority, the Team and/or the Proposer under the terms of the Agreement.
12. Training Programs. The Proposer will describe any training programs used to train both full time and part time employees at the Stadium and the Plaza. The Proposer shall be required to conduct regularly scheduled training classes for all employees in accordance with a schedule that is approved by the Authority and, with respect to Team Stadium Events, and the Team. Such training shall consist of customer training, alcohol awareness, and specialized position skills training in the Catering Services area including banquet service training, suite attendant service, bartending, and any other specialized service that may be required from time to time.

All training plans must meet the establish requirements as contained in **Section 3.2** of the Agreement.

13. Hazard Analysis Critical Control Plan. The Proposer shall describe all approaches to monitoring the quality and integrity of potentially hazardous food items through the implementation of a HACCP plan. This HACCP plan is to be in compliance with what is required by the City of Minneapolis and Hennepin County, Minnesota and will include systems and technologies to control the spread of food borne illnesses.

IV. SUMMARY OF THE FACILITIES WITHIN THE STADIUM AND ON THE PLAZA

THE INFORMATION TO BE SET FORTH IN THIS SECTION IV "SUMMARY OF THE FACILITIES WITHIN THE STADIUM AND ON THE PLAZA" WILL BE SUPPLEMENTED BY ADDENDUM.

Exhibit E will set forth a more comprehensive narrative which will describe the size, program and general orientation of the various Facilities within the Stadium and on the Plaza that are the subject of this RFP. The summary of these Facilities will be set forth in an Addendum.

Area Description	Level	POS Count/ (Square Feet)	Seating Capacity
Commissary/Kitchen			
Club/Suite Kitchen			
Commissary Pantry			
Commissary Pantry			
Commissary Pantry			
Media Pantry			
Food/Dry Good Storage			
Beverage Pump Rooms			
Concessionaire Offices			
Concessionaire Offices Conference Room			
Concessionaire Office Toilets			
Concession Day of Game Uniforms			
Food Service Money Counting Room			
Food Service Vault			
Vendor Commissary			
Vendor Commissary			
[Concession Locations]			
[Lounges]			
[Clubs]			
[Pubs]			
[Event Suites]			
[Luxury Suites]			
[Press Dining Room]			
[Retail Storage]			
Total POS		<i>[___] POS</i>	
Total Square Footage		<i>[_____] SF</i>	

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 Team.

V. FINANCIAL TERMS AND CONDITIONS

Each Proposer is requested to respond to three (3) different financial arrangements as detailed below. In addition, each Proposer may submit one or more alternate financial Proposals. Such alternate financial Proposals shall be submitted on **Schedule 2A**.

A. Financial Options

Option # 1

Proposed Term: 10 Years

This option shall provide commissions as a percentage of Gross Sales for each category outlined in **Schedule 2**. *The Proposer shall be required to provide a Proposer Investment to include a state of the art computerized point of sale system (or, POS) that is subject to the prior approval of the Authority and the Team, including customer-activated touch screen terminals as required, Smallwares and other non-proprietary tools of the trade required to operate the Facilities within the Stadium and on the Plaza.*

Option # 2

Proposed Term: 10 Years

This option shall provide commissions as a percentage of Gross Sales for each category outlined in **Schedule 2**. *The Proposer shall be required to provide a Proposer Investment in the amount of Three Million Five Hundred Thousand Dollars (\$3,500,000) to the Authority for the purchase by the Authority of a computerized point of sale system (or, POS), Smallwares and other non-proprietary tools of the trade required to operate the Facilities within the Stadium and on the Plaza and, to extent any remaining amounts are available, the procurement and installation of Licensor Equipment.*

Option # 3

Proposed Term: 5 Years

This option shall provide commissions as a percentage of Gross Sales for each category outlined in **Schedule 2**. *The Proposer shall be required to provide a Proposer Investment to include only Smallwares and other non-proprietary tools of the trade required to operate the Facilities within the Stadium and on the Plaza .*

Under all of the Options noted above, the Proposer is also required to provide an annual minimum payment.

Alternate Financial Proposal

Each Proposer may submit one or more alternate financial Proposals. The proposed term may vary between five (5) and ten (10) years and may include, at the discretion of the Proposer, and a Proposer Investment. In order to be considered, any alternate financial

Proposal set forth in **Schedule 2A** must demonstrate the capacity to provide the Authority and the Team, as applicable, with an increased annual return than those provided in Options 1, 2 and 3.

Profit and Loss Sharing – Alternative Financial Proposal

The Proposer should not submit a financial Proposal that is based on profit and loss sharing.

B. Performance Bonds

The Proposer, on or before the execution date of the definitive Agreement shall furnish a performance bond issued by a company acceptable to the Authority and the Team. Such bond shall be for the sum of **One Million Five Hundred Thousand Dollars (\$1,500,000)** payable to the Authority upon any default of the Proposer. Such bond shall remain in effect for the duration of the definitive Agreement.

C. Insurance Requirements

During the term of the definitive Agreement and any extensions granted in connection herewith, and subject to any reasonable increases as required by the Authority, the Proposer shall maintain public liability, property damage liability, contractual liability, liquor, including dram shop liability, and umbrella liability insurance, combined single limit coverage not less than [_____ Dollars (\$ _____)].
[INSURANCE REQUIREMENTS WILL BE PROVIDED BY ADDENDUM.]

Specific insurance requirements are contained in **Section V** of the Agreement.

In addition, the following insurance coverage must be maintained:

- Workers Compensation as required by the state of Minnesota
- Employer's Liability Coverage
- Comprehensive General Liability Coverage
- Comprehensive Automotive Liability Coverage
- Personal Property Insurance
- Blanket Employee Dishonesty Coverage

All such insurance coverage shall be primary and carried on an "occurrence," as opposed to a "claims made," basis. Certain of the insurance policies shall name the Authority, the Team and the Stadium Operations Manager and their respective owners, shareholders, interest holders, officers, directors, managers, employees, agents and other representatives, as additional insureds, as their respective interests may appear. The Proposer must acknowledge and agree that while said policies of insurance may contain deductibles, self insured retentions and/or retrospective rating endorsements, the coverage afforded to such additional insureds shall be without deductible or self insured retention.

Within thirty (30) days of the execution of the definitive Agreement, the Proposer shall provide to the Authority and the Team a certificate of insurance evidencing that the coverage required under the Agreement is in effect. The insurance shall not be cancelled or changed in any material way except upon thirty (30) days prior written notice to the Authority and the Team. Notwithstanding the foregoing, all insurance policies shall conform to the requirements of the Stadium Use Agreement, as now existing or as amended from time to time.

D. Other Qualifications of Coverage

- (a) The insurance companies must be licensed to conduct business in the state of Minnesota.
- (b) The insurance companies must have an AM Best Rating of A-IX, or higher.

VI. OTHER PROPOSAL MATTERS

A. General Operating Requirements

1. Occupancy and Applicable Law. The Proposer shall agree to occupy and operate all Food Service Facilities and Premium Food and Beverage Facilities, and shall agree to utilize all furniture, fixtures, Licensor Equipment and Equipment in strict compliance with all Applicable Laws and underwriter requirements, including, without limitation, in strict compliance with the liquor control and product offering laws and regulations of the state of Minnesota.
2. Permits and Licenses. The Proposer shall be required to obtain and keep in force all required permits and licenses, including any beverage licenses and health department permits, as applicable.
3. Collect and Remit Taxes. The Proposer shall be required to collect and disburse all taxes required by any federal, state, or municipal authority, including but not limited to and Gross Sales tax, sales and use taxes, personal property taxes, commercial rent tax, or any other tax related to the Facilities.
4. POS Devices. The Proposer shall utilize state of the art, as determined from time to time by the Authority and the Team, POS devices or other computerized terminals at all locations within the Facilities.
5. Operations – Authority/Team Discretion. The Authority and the Team, collectively or as applicable to their respective events, shall have the right to determine the following:
 - (i) Types of products that are offered for sale by the Proposer
 - (ii) Specific location in which products may be sold
 - (iii) Retail pricing for products offered for sale by the Proposer
 - (iv) Type, size and location of portable stands
 - (v) Specific locations in which alcohol beverages may be sold
 - (vi) Brands, portion size and quality of products offered for sale by the Proposer
 - (vii) Number of employees required to perform game day and other event operations
 - (viii) Uniform design
 - (ix) Approval of subcontractors

- (x) Placement of advertising within the Facilities and other areas of the Stadium and on the Plaza
 - (xi) Suppliers and contractors that are used to provide good and Services required under the Agreement
6. License and Permit Transfer. At the conclusion of the term of the Agreement, the Proposer shall be required to transfer to the Authority, any license or permit obtained in connection with operations at the Stadium and on the Plaza to the extent that such transfer is permitted by law or regulation.

B. Alcohol Beverages

Alcohol beverages shall be offered for sale by the Proposer to the extent that such sales are permitted by state and local laws and ordinances. All such sales and alcohol beverages offerings shall be in accordance with local laws. Such sales shall be, additionally, subject to rules and regulations that are established or observed by the Authority, subject to Team approval, to the event served, which may include suspension of alcohol beverage service after the conclusion of a specified time period or event, for a duration of time, or for the health, safety and welfare of patrons. Notwithstanding the foregoing, the Parties hereto understand and agree that there will be events at the Stadium and/or on the Plaza, such as high school events, certain concerts, civic events and non-for-profit events, at which alcohol beverages will not be offered as determined by Licensor in its reasonable discretion and Proposer shall not be entitled to any adjustment to the commission rates with respect to these events.

The Proposer shall cause all employees involved with the dispensing and sale of alcohol beverages to be trained in established methods of training, including T.I.P.S and TEAM. The Proposer shall also be required to perform self monitoring for compliance with the above directive and shall meet with the Authority and the Team on a quarterly basis to report and discuss any adverse conditions discovered in connection with such examinations.

All alcohol required licenses and permits shall be held in the name of the Authority. If required to operate under the licenses and permits of the Authority, the Proposer shall obtain such additional licenses and permits to perform the Services required. During the term of the Agreement, the Authority and the Proposer (as applicable) shall keep all required alcohol permits and licenses in full force and effect. Neither party shall take any action that would impair the Authority from obtaining and holding such alcohol permits and licenses.

The suspension and revocation of any required license or permit to sell or dispense alcohol beverages shall be considered an event of default under the Agreement.

At the termination of the Agreement, the Proposer shall surrender all licenses and permits held in connection with the Agreement, and where permitted by law, shall transfer to the

Authority or a successor proposer all licenses and permits at no cost to the Authority, except those costs that may be a direct expense of the transfer.

C. Accounting and Reporting Procedures

The Proposer shall keep complete and accurate records of all transactions and monies it receives in connection with the operation of the Facilities and shall make available to the Authority and the Team or their respective agents, the Proposer's books and records for the purpose of auditing any calculations that are used in connection with Gross Sales that are applicable, respectively, to the Authority or the Team. Such records shall be available to the Authority and the Team, as applicable, at any time during the term of the Agreement, and for three (3) additional years following the expiration of such term.

The Authority shall require the Proposer to provide daily, weekly, monthly, and annual reports in a format approved by the Authority and the Team. The Authority may require different formatting for Team Stadium Events and Authority Events. In addition to the above, a preliminary sales report shall be due at 12:00 pm on the day following each event and such information will be required to be finalized within seventy-two (72) hours.

The Proposer shall use state-of-the-art POS terminals and other hardware to record daily sales activity within the Facilities, and the use of any particular hardware and software shall be subject to the advance approval of the Authority.

The Proposer shall provide, as applicable to the events being reported, the Authority or the Team with a detailed report of Gross Sales and commission payable by the Proposer for each Accounting Period within fifteen (15) days after the close of the Accounting Period along with any payment due.

The Proposer shall also be required to submit an annual budget of Gross Sales broken down by month and prepared in accordance with the planned schedule for the Team Stadium Events and Authority Events. The annual budget shall be submitted ninety (90) days prior to the start of the agreement year (as defined in the definitive agreement).

Ninety (90) days following the close of any fiscal year, the Proposer shall be required to submit an audited annual statement of Gross Sales and commissions payable to, as applicable, the Authority or the Team. The audit shall be performed by an independent CPA firm approved by the Authority and the Team. In the event that the Authority or the Team, as applicable, is not satisfied with the statement submitted by the Proposer, the Authority or the Team, as applicable, shall have the right to a special audit. If the results of the special audit show a deficiency in payments by the Proposer to either the Authority or the Team in excess of one half of one-percent ($1/2$ of 1%) of Gross Sales for the reporting period, the amount owed plus interest (computed from the date of deficiency until fully paid) shall be paid to the Authority (with a written allocation for the applicable amount(s) of the payment(s) with respect to the Authority Events or the Team Stadium Events) within ten (10) days by the Proposer. In addition to the payment of the deficiency and late fees assessed, the Proposer shall also be responsible for any costs

incurred by either or both of the Authority and the Team in connection with the special audit.

The Proposer shall also be required to audit all Equipment and Smallwares including uniforms, on an annual basis and provide the Authority and the Team with a copy of the audit along with the Proposer's plan to replenish any needed Equipment or Smallwares.

D. Equipment Repair, Maintenance and Smallwares

1. Maintenance and Repair. The Proposer shall be required to maintain and repair all Equipment and Licensor Equipment within the Facilities, and their adjacent areas including, but not limited to, bars, pantries, storage, Concession stands and other kitchens and storage areas.
2. Smallwares. The Proposer shall be required to maintain par levels of Smallwares, which are subject to the advance approval of the Authority and the Team.
3. Proposer Negligence. Any cost of repair or replacement of Licensor Equipment, or any Equipment provided as part of the Proposer's Investment, or any other equipment located within the Facilities, which is a direct result of operator intentional or negligent acts or omissions, is the responsibility of the Proposer.

E. Utilities

The Authority shall supply all electric, gas, water, and sewer to the Facilities. The Proposer shall have the sole responsibility to pay all costs and fees for Utility Services which are separately metered and/or which result from the incremental Utility Services utilized by Proposer for electrical Equipment used in the Stadium and on the Plaza.

The telephone system shall be owned and maintained by the Authority. The Proposer shall be responsible for its share of usage and any other charges that are directly related to the Proposer's operation.

The Proposer shall operate the Facilities in an energy efficient mode and shall develop and implement an energy management and conservation plan. Such plan shall be presented to the Authority ninety (90) days prior to the commencement of each calendar year. The Authority reserves the right to make any required adjustments to the energy management and conservation plan and the Proposer agrees to promptly implement such changes.

F. Affirmative Action

The Proposer shall use best commercial efforts to secure qualified MBE/WBE/DBE firms for participation in the Services to be provided in the Stadium and the Plaza, and further agrees to comply with any other policy or agreement adopted or entered into by the Team, the Authority and/or any governmental body that prescribes certain participation goals for such firms.

The Proposer, in conjunction with the Authority and the Team shall undertake best commercial efforts to employ or otherwise engage local charities, youth organizations, and other charitable groups in need to perform certain of the Services required under the Agreement.

The Proposer shall be required, and shall cause any of its subcontractors to comply with all federal, state, and local laws, ordinances, rules and regulations including but not limited to:

- The Americans with Disabilities Act, and
- Equal Opportunity/Affirmative Action Policy Statements

By executing the Agreement, the Proposer agrees to indemnify the Authority and the Team, and their respective owners, shareholders, interest holders, officers, directors, managers, employees, agents and other representatives, from and against all claims arising out of, or connected with, any failure of the Proposer to comply with the terms of the Agreement and any Applicable Laws.

G. Employee Representation

Proposer shall acknowledge and agree that both Licensor and the Team desire to have the food and beverage workers presently employed in football and other Services-type operations in the Existing Stadium continue, if at all possible, in their present capacities in the operation of the Stadium, consistent with the provisions of **Section 1.7.5** hereof. Based on the foregoing, pursuant to the hiring and ongoing employment of these and other food and beverage workers at the Stadium, Contractor acknowledges and agrees that (i) workers in the food and beverage operations are presently represented under a labor agreement with the Hotel and Restaurant Workers Local #17 at the Existing Stadium, (ii) such food and beverage workers may seek to continue such representation in the Stadium and designate such, or another collective bargaining unit, as their representative, and (iii) in the event that (i) and (ii) above occur, Proposer will be prepared to enter into an appropriate labor agreement with the designated bargaining unit representative of such workers, including a conditional recognition agreement. By way of clarification, the foregoing is predicated on such employees' designation of such representation in accordance with Applicable Law.

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)

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 Team.

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.

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 Team.

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: _____

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 Team.

Schedule 1-3

SCHEDULE 2

FINANCIAL PROPOSAL

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Term	10 year	10 year	5 year
Capital Investment	(1)	\$3,500,000	(2)
Annual Minimum Payment	\$	\$	\$
Capital Reserve Fund annual percentage contribution	2.5%	2.5%	2.5%
<u>Commissions Payable – Non-Merchandising</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Concessions and Hawking	%	%	%
Suites	%	%	%
Club Level – In-Seat Service	%	%	%
Club Level - Lounges	%	%	%
Branded Products	%	%	%
Stadium Catering Services	%	%	%

Note (1) please complete the Smallwares and POS sections of the schedule found on the following page (**Capital Investment – Smallwares and POS system**)

Note (2) please complete only the Smallwares section of the schedule found on the following page (**Capital Investment – Smallwares and POS system**)

Capital Investment – Smallwares and POS System

	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Smallwares			
Smallwares - Commissary/Kitchen	\$	-	\$
Smallwares - Concessions/Vending	\$	-	\$
Smallwares - Clubs	\$	-	\$
Smallwares - Suites	\$	-	\$
Smallwares - Catering	\$	-	\$
Other Tools of the Trade/Miscellaneous	\$	-	\$
Smallwares/Other Total	\$	-	\$
POS System			
POS System	\$	-	-
POS System Total	\$	-	-
TOTAL SMALLWARES AND POS SYSTEM	\$	-	-

Please use the following schedule to estimate and quantify the cost and expense of Design Services to be provided.

Design Services

<u>Description</u>	<u>Amount</u>
Design Services	\$
(Please provide detail below)	\$
	\$
	\$
	\$
	\$
TOTAL DESIGN SERVICES	\$

SCHEDULE 2A

ALTERNATE PROPOSAL

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 Team.

Schedule 2A-1

SCHEDULE 3

OPERATING PRO FORMA

Event and Attendance Assumptions

<u>Events</u>	<u>Number</u>	<u>Daily Attendance</u>	<u>Total Attendance</u>
Vikings Football	10	65,000	650,000
MLS Soccer	18	12,000	216,000
Concerts	1	40,000	40,000
Motorsports	2	35,000	70,000
MSHSL Football	4	15,000	60,000
MSHSL Soccer	3	8,000	24,000
Super Cross	1	40,000	40,000
Amateur Baseball	75	500	37,500
Amateur Football	25	500	12,500
Consumer Show	2	15,000	30,000
Stadium Corporate/Social Catering	50	1,000	50,000
Total	191		1,230,000

Per capita and revenue estimates provided by the Proposer

<u>Events</u>	<u>Concessions and Hawking</u>		
	<u>Attendance</u>	<u>F&B Per Capita</u>	<u>Revenue</u>
Vikings Football	555,000		
MLS Soccer	156,150		
Concerts	31,925		
Motorsports	65,250		
MSHSL Football	60,000		
MSHSL Soccer	24,000		
Super Cross	37,625		
Amateur Baseball	37,500	-	-
Amateur Football	12,500	-	-
Consumer Show	30,000		
Stadium Corporate/Social Catering			
Total	956,950		

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 Team.

Schedule 3-1

Club Seating/Spaces			
<u>Events</u>	<u>Total Attendance</u>	<u>F&B Per Capita</u>	<u>Revenue</u>
Vikings Football	75,000		
MLS Soccer	47,250		
Concerts	6,375		
Motorsports	3,750		
MSHSL Football	-	-	-
MSHSL Soccer	-	-	-
Super Cross	1,875		
Amateur Baseball	-	-	-
Amateur Football	-	-	-
Consumer Show	-	-	-
Stadium Corporate/Social Catering	50,000		
Total	184,250		

Suites			
<u>Events</u>	<u>Total Attendance</u>	<u>F&B Per Capita</u>	<u>Revenue</u>
Vikings Football	20,000		
MLS Soccer	12,600		
Concerts	1,700		
Motorsports	1,000		
MSHSL Football	-	-	-
MSHSL Soccer	-	-	-
Super Cross	500		
Amateur Baseball	-	-	-
Amateur Football	-	-	-
Consumer Show	-	-	-
Stadium Corporate/Social Catering	-	-	-
Total	35,800		

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 Team.

Schedule 3-2

	Total		
<u>Events</u>	<u>Total</u>	<u>F&B Per</u>	<u>Revenue</u>
	<u>Attendance</u>	<u>Capita</u>	
Vikings Football	650,000		
MLS Soccer	216,000		
Concerts	40,000		
Motorsports	70,000		
MSHSL Football	60,000		
MSHSL Soccer	24,000		
Super Cross	40,000		
Amateur Baseball	37,500		
Amateur Football	12,500		
Consumer Show	30,000		
Stadium Corporate/Social Catering	50,000		
Total	1,230,000		

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 Team.

Schedule 3-3

Operating Pro Forma

(000's omitted)

	Year 1	Year 2	Year 3
<u>Revenues</u>			
<u>Food & Beverage</u>			
Concessions Food	\$	\$	\$
Concessions Beverage	\$	\$	\$
Suites Food	\$	\$	\$
Suites Beverage	\$	\$	\$
Club Food	\$	\$	\$
Club Beverage	\$	\$	\$
Catering Food	\$	\$	\$
Catering Beverage	\$	\$	\$
Total Food & Bev	\$	\$	\$
<u>Other Income</u>			
Services Charges and Gratuities	\$	\$	\$
Total Other Income	\$	\$	\$
Gross Income	\$	\$	\$
<u>Cost of Sales</u>			
<u>Food & Beverage</u>			
Concessions Food	\$	\$	\$
Concessions Beverage	\$	\$	\$
Suites Food	\$	\$	\$
Suites Beverage	\$	\$	\$
Club Food	\$	\$	\$
Club Beverage	\$	\$	\$
Catering Food	\$	\$	\$
Catering Beverage	\$	\$	\$
Total Food & Bev	\$	\$	\$
Total Cost of Sales	\$	\$	\$
Gross Profit/Other Income	\$	\$	\$

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 Team.

Schedule 3-4

	Year 1	Year 2	Year 3
<u>Personnel Costs</u>			
Management & Staffing	\$	\$	\$
Payroll Fringe & Related Costs	\$	\$	\$
Variable Labor	\$	\$	\$
Variable Fringe Costs	\$	\$	\$
Total Personnel Cost	\$	\$	\$
<u>General & Administrative Costs</u>			
Other Operating Expenses	\$	\$	\$
Operating Profit	\$	\$	\$

SCHEDULE 4

**BLACKLINE OF DEFINITIVE AGREEMENT SETTING FORTH
CONTRACT EXCEPTIONS**

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 Team.

Schedule 4-1

SCHEDULE 5

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

(To Be Submitted With Proposal)

In submitting this Proposal for Premium Food and Beverage Operations, Catering Services and Concession Services the undersigned has certified that the Proposer has reviewed the RFP dated March 22, 2013 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP 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 6

CONFIDENTIALITY AGREEMENT

(To Be Submitted With Proposal)

This Confidentiality Agreement (the "**Agreement**") made and entered to as of the _____ day of [_____, 2013], by and between the Minnesota Sports Facilities Authority ("**Authority**"), Minnesota Vikings Football, LLC (the "**Team**") and [_____] ("**Proposer**") in connection with the provision of Premium Food and Beverage, Catering and Concession 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.

Dated and effective this _____ day of _____, 2013

**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, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

[PROPOSER]:
[LEGAL NAME OF PROPOSER]

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

SCHEDULE 7

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 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 _____ 20 ____.

Notary Public

My Commission Expires: _____

SCHEDULE 8

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: _____

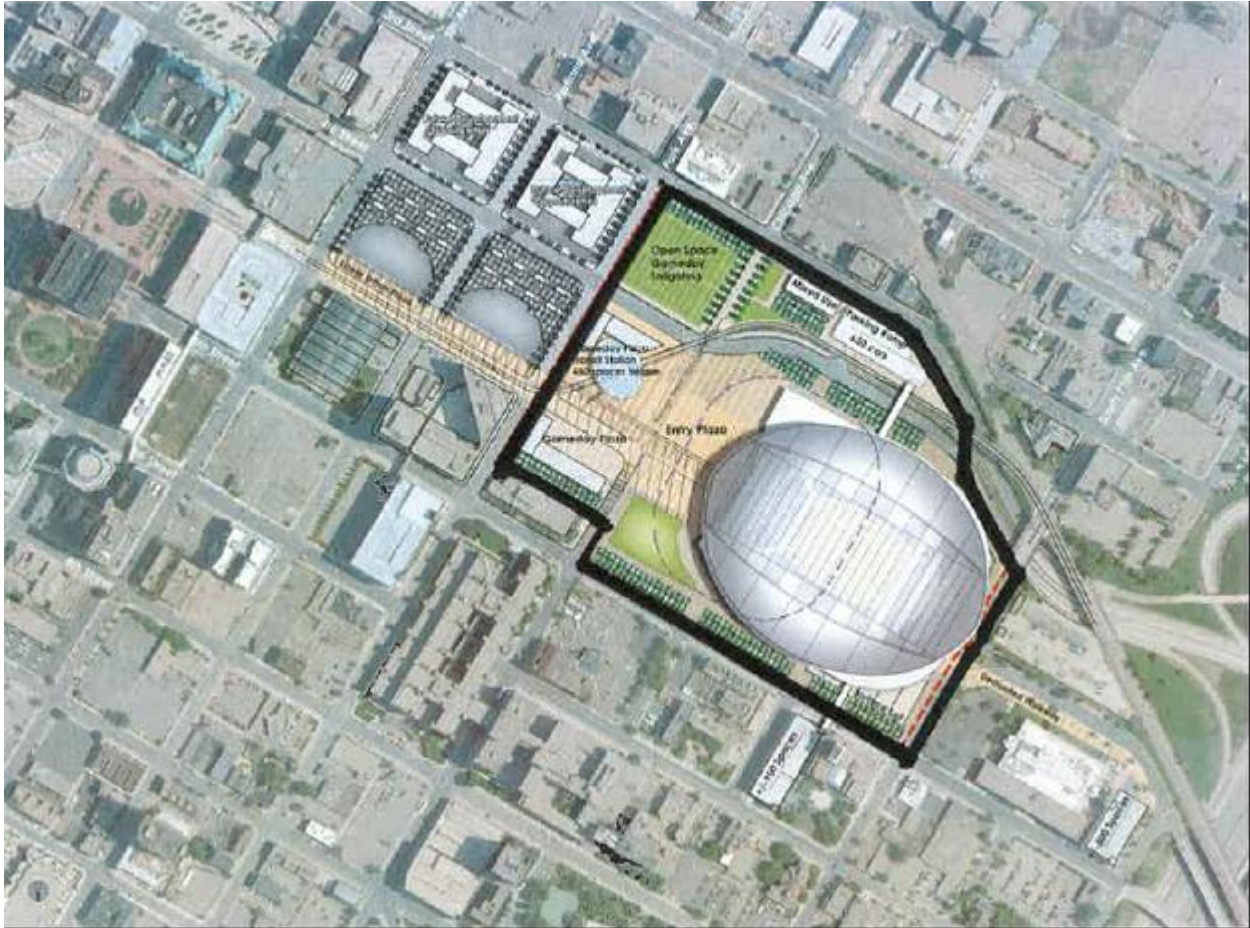
Date: _____ Telephone number: _____

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

EXHIBIT A

PRELIMINARY SITE PLAN



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 Team.

Exhibit A-1

EXHIBIT B

CONCEPTUAL DESIGN – FACILITIES PROGRAM FOR THE PROJECT

THE INFORMATION TO BE SET FORTH IN THIS EXHIBIT B "CONCEPTUAL DESIGN – FACILITIES PROGRAM FOR THE PROJECT" WILL BE SUPPLEMENTED BY ADDENDUM.

LEVEL BY LEVEL PROGRAM

Event Level
Executive Suite Level
Main Concourse
Club Level
Upper Suite Level
Upper Concourse

FACILITY REQUIREMENTS

Venue Seating Bowl
Patron Amenities and Support
NFL and Multipurpose Facilities
Food Service
Venue Operations
Media/Electronic Systems
Mechanical and Electrical
Circulation
Miscellaneous
Future Expansion

EXHIBIT C

STADIUM SEATING CAPACITY

THE INFORMATION TO BE SET FORTH IN THIS EXHIBIT C "STADIUM SEATING CAPACITY" WILL BE SUPPLEMENTED BY ADDENDUM.

Event Level

Total Event Level Seating	[]

Executive Suite Level

Total Executive Suite Level Seating	[]

Main Concourse Level

Total Main Concourse Level Seating	[]

Club Level

Total Club Level Seating	[]

Upper Suite Level

Suites [(Total Number of Suites)]	
[(xx) Suites @ [10] seats]	
[(xx) Suites @ [12] seats]	
[(xx) Suites @ [14] seats]	
[(xx) Suites @ [16] seats]	
Barstools	
Authority Suite	
Team Owners Suite	
Total Upper Suite Level Seating	[]

Upper Concourse Level

Total Upper Concourse Level Seating	[]
Grand Total – Ticketed Seating	[]

EXHIBIT D

CALENDAR YEAR 2012 ATTENDANCE AND REVENUES¹

Attendance

<u>Event Type</u>	<u>Events</u>	<u>Attendance</u>
Vikings Football		
Pre-Season	2	85,532
Regular Season (2011)	1	56,169
Regular Season (2012)	8	456,196
Total Vikings Football	<u>11</u>	<u>597,897</u>
U of M Baseball		16,538
Other Events and Catering		317,131
Total Attendance - All Events		<u>931,566</u>

Per Capita

Food and Beverage Per Capita -Vikings	\$13.19
Suite Service Per Capita - Vikings	\$68.52

Revenues:

Vikings Football	
Regular Season (2011)	\$658,000
Pre and Regular Season (2012)	\$7,225,500
Plaza Activity	\$405,350
Suites	\$1,020,000
Other Events and Catering	\$1,478,800
Total	<u><u>\$10,787,650</u></u>

¹The Authority and the Team are unable to provide comparable attendance figures for 2010 and 2011 due to the collapse of the Metrodome roof in 2010. The collapse and subsequent repair of the roof materially affected attendance figures in both years.

EXHIBIT E

FACILITY DESCRIPTION BY AREA

THE INFORMATION TO BE SET FORTH IN THIS EXHIBIT E "FACILITY DESCRIPTION BY AREA" WILL BE SUPPLEMENTED BY ADDENDUM.

<u>Area Description</u>	<u>Level</u>	<u>Size/POS Count</u>	<u>Seating</u>
<i>Commissary/Kitchen</i>			<i>N/A</i>
<i>Club/Suite Kitchen</i>			<i>N/A</i>
<i>Commissary Pantry</i>			<i>N/A</i>
<i>Commissary Pantry</i>			<i>N/A</i>
<i>Commissary Pantry</i>			<i>N/A</i>
<i>Media Pantry</i>			<i>N/A</i>
<i>Food/Dry Good Storage</i>			<i>N/A</i>
<i>Beverage Pump Rooms</i>			<i>N/A</i>
<i>Concessionaire Offices</i>			<i>N/A</i>
<i>Concessionaire Offices</i>			<i>Up to 14 Staff Members</i>
<i>Concessionaire Office</i>			<i>N/A</i>
<i>Concession Day of</i>			<i>N/A</i>
<i>Food Service Money</i>			<i>N/A</i>
<i>Food Service Vault</i>			<i>N/A</i>
<i>Vendor Commissary</i>			<i>N/A</i>
<i>Vendor Commissary</i>			<i>N/A</i>
[Concession Locations]			
[Lounges]			
[Clubs]			
[Pubs]			
[Event Suites]			
[Luxury Suites]			
[Press Dining Room]			
[Retail Storage]			

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 Team.

Exhibit E-1

APPENDIX 1

DEFINITIONS

"**Accounting Period**" shall mean the Proposer's monthly fiscal accounting period, which shall be either four (4) or five (5) weeks. There shall be twelve (12) Accounting Periods in any given fiscal year.

"**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.

"**Agreement**" shall mean the binding agreement between the Authority and the Proposer to provide Services at the Stadium and on the Plaza in accordance with the terms thereof.

"**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 Agreement or the performance of the obligations of the Parties under this Agreement.

"**Architect**" shall mean HKS, Inc.

"**Authority**" shall mean the Minnesota Sports Facilities Authority, a public body and a political subdivision of the state of Minnesota (or its designee).

"**Authority Event**" shall mean an event or function at the Stadium or on the Plaza that is sponsored or otherwise authorized by the Authority (or the Licensor is the Authority is not the Licensor).

"**Branded Product Charges**" shall mean royalties, franchise, and license fees, and other similar charges, the cost of any equipment required to sell a particular product or all rental payments for vendor-supplied or vendor-required equipment that is paid by Proposer with respect to Branded Products.

"**Branded Products**" shall mean any food and beverage offered for sale and sold from anywhere in the Stadium or on the Plaza (i) directly by a non-affiliated third party subcontractor of the Proposer under a trade name or trademark that is franchised or licensed by such subcontractor to others, or used directly by the subcontractor, on a regional or national basis, or (ii) directly by the Proposer or a subcontractor under a non-affiliated third party trade name or trademark pursuant to a franchise or license agreement with such non-affiliated third party and for which, in the case of (i) or (ii) above, the Proposer or its subcontractor pays the Licensor or franchisor Branded Products Charges. Subject to the prior approval of the Authority and the Team, as applicable, all Branded Products to be sold from any Facility, including Concession

stands, kiosks and movable locations shall be identified in the appropriate exhibits to the Agreement, which may be amended from time to time.

"Capital Reserve Fund" shall mean any amounts paid by the Proposer to the Authority with respect to each calendar year equal to a percentage of Gross Sales. Notwithstanding the foregoing, the Proposer shall remit to the Authority for the Capital Reserve Fund, an amount no less than the annual amount included in **Schedule 2** of this RFP. The Capital Reserve Fund shall be used for improvements and service enhancements, and other items agreed upon by the Authority and the Proposer, to the Facilities.

"Catering" shall mean the availability and provision of Refreshments for pre-arranged functions or events whereby a Person receives such goods and services in exchange for payment for the function, where payment for the entire function rest with one individual or company, excluding Concessions and the Premium Food and Beverage Operations. Such functions or events shall include wedding receptions, corporate conferences, events held in tented or party areas, private parties and other such similar functions held on the Stadium Site.

"Catering Sales" shall mean Gross Sales from Catering at or in association with Authority Events and Team Stadium Events.

"Catering Services" shall mean the goods and services arising from, in connection with, or incident to Catering, including planning, coordination, delivery and execution of pre-arranged Catering functions or events.

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

"Concession(s)" shall mean food and beverages that are offered for sale from either permanent or portable concession stands or through roving vendors to the invitees at the Stadium or on the Plaza, excluding the Premium Food and Beverage Operations and Catering Services.

"Concession Facilities" shall mean all areas of the Stadium and the Plaza where concession services take place.

"Concession Sales" shall mean all Gross Sales of Concessions at or in association with Authority Events or Team Stadium Events, as applicable, which arise from, in connection with, or incident to the Agreement.

"Design Services" shall mean the services provided by the Proposer and its consultants, architects and other advisors, to actively participate and consult with the Authority and the Team through the SDC Group, and the Stadium Architect, construction manager and other consultants to the Authority and the Team, with respect to the design, construction and equipping of the Stadium Site, including by participating in Stadium and Plaza design reviews and related work-streams, attending all conferences and teleconferences with the SDC Group, assisting with and comment on criteria, studies, analyses, reports, drawings and other documents as requested by the SDC Group, assist 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 and Plaza for which Services would be provided by the Proposer under the Agreement.

"Equipment" shall mean all food service and other equipment used in connection with the Services with respect to storage, preparation, cooking, serving, holding, transport and sales. Equipment may in limited cases include Smallwares, but does not include Licensor Equipment. Equipment is a component of the Proposer Investment.

"Facilities" shall mean the present and future Premium Food and Beverage Facilities, Concession Facilities, and any Stadium and Plaza location (in or immediately outside of the Stadium) at which Catering Services are prepared and/or delivered, including mobile stands and any tented area or party area. The foregoing may include, depending on the context of use, food and beverage Service facilities.

"Food Service Facilities" shall mean all areas of the Stadium and Plaza where food service takes place plus any adjacent area within a five (5) foot radius.

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

"Gross Sales" shall mean the total amount of money and other sales consideration received or charged by the Proposer, its agents, subcontractors and employees for all items sold and Services provided which arise from, in connection with, or incident to, without limitation, Concessions, Premium Food and Beverage Operations and Catering under or pursuant to the Agreement, less only (i) retail sales taxes and other direct taxes imposed upon receipts collected from the consumer, (ii) service charges up to a maximum of fifteen percent (15%) and only to the extent that such service charges are in fact remitted to employees of the Proposer, and (iii) food and beverages consumed by Licensor, the Authority (if the Authority is not the Licensor) or the Team at a reduced price or without charge.

"HACCP" shall mean the Hazard Analysis Critical Control Plan to monitor potentially hazardous food items.

"Leasehold Improvements" shall mean all leasehold improvements now or hereafter constructed for the Facilities including but not limited to, as applicable: all demising walls, doors, lock sets and doorways; flooring, floor finishes and coverings; walls and wall finishes and coverings; dropped ceiling grids and tiles, soffits, roll down security grills and security enclosure gates; lighting; all exterior and interior finishes; front, back and condiment counters; cash wraps and associated cases; display lighting; all bar and bar dyes and mill work; signage and graphics; all utility systems for the Facilities; and Proposer's improvements. All Leasehold Improvements are and shall be the property of Licensor.

"**Licensor**" shall mean the Authority (or its designee) or an assignee or other successor of the Authority, who is the Person that is the holder of exclusive rights to grant to others the right to conduct the Services at the Stadium Site.

"**Licensor Equipment**" shall mean, as between Licensor and the Proposer, any expenditure made by or on behalf of Licensor (or its affiliates), other than an expenditure made on behalf of Licensor by the Proposer, in connection with the design, purchase, and installation, (including the distribution and connection of any required utilities services) of certain fixed equipment.

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

"**Merchandise**" shall mean novelties, souvenirs, memorabilia, scorecards, publications, programs, apparel, and other similar items that are associated with and/or offered for sale at the games and events at or about the Stadium.

"**Merchandise Services**" shall mean the goods and services arising from, in connection with, or incident to Merchandise.

"**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.

"**Person**" shall mean any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, governmental body or other Person with legal constitution under applicable laws.

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

"**POS**" shall mean all point of sale equipment and systems, registers, cash drawers and related computer hardware, peripherals and software.

"**Premium Food and Beverage Facilities**" shall mean the areas of the Stadium and the Plaza, wherever located, where Premium Food and Beverage Operations are rendered.

"**Premium Food and Beverage Operations**" shall mean the goods and services associated with the food and beverages that are sold in areas of the Stadium and the Plaza that are not accessible to all patrons of the Stadium and the Plaza such as the private suites, private member restaurant and lounge facilities, exclusive clubs, premium seating areas and other areas of the Stadium and the Plaza with restricted patron access.

"**Premium Food and Beverage Sales**" shall mean Gross Sales from Premium Food and Beverage Operations.

"**Project**" shall mean the design, development, and construction of the Stadium and the Stadium infrastructure.

"**Proposal**" shall mean any response to this RFP by a Proposer.

"**Proposal Bond**" shall have the meaning as set forth in Section I.E. of this RFP.

"**Proposer**" shall mean any Person submitting a Proposal in accordance with the terms and conditions of this RFP.

"**Proposer Investment**" shall mean any approved capital expenses paid by the Proposer and scheduled by exhibit in the Agreement, for any Equipment or Smallwares located in the Facilities. The Proposer shall amortize the Proposer Investment on a straight-line basis over the expected useful life of the asset.

"**RFP**" shall mean this Request for Proposal to provide Premium Food and Beverage, Catering, and Concession Services for a new Minnesota Multipurpose Stadium dated March 22, 2013.

"**SDC Group**" shall mean the stadium design and construction group formed by the Team and the Authority in accordance with the Act.

"**Services**" shall mean the Premium Food and Beverage Operations, Catering Services, and Concession(s), described and set forth in this RFP and the Appendix 2 – Proposed Definitive Agreement; provided, prior to substantial completion of the Stadium, the Services shall also include the Design Services.

"**Smallwares**" shall mean and include, without limitation, linens, removable serving Equipment, including dishware, china, glassware, flatware, serving bowls, bar utensils, pots, pans, chafing dishes, kitchen tools of the trade, tabletop appliances, table skirting, and other movable storage items.

"**Stadium**" shall mean the premises in which the Facilities are located.

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

"**Stadium Operations Manager**" shall mean the third-party management company or individual mutually agreed upon by the Authority and the Team to manage the Stadium Site and certain major vendors to the Stadium Site.

"**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.

"**Stadium Use Agreement**" shall mean that certain Stadium Use Agreement to be entered into by and between the Authority and the Team (or its designee).

"TEAM" shall mean an employee-focused, full-facility alcohol management program available to sport and entertainment facility managers.

"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, 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.

"Team Games" shall mean, during each Football Season, the Team's home games and, if applicable, NFL championship games, and including 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, and any additional events of the Team, and Team Professional Soccer Games.

"T.I.P.S" shall mean Training for Incentive Procedures, a global education and training certification program for responsible service, sale, and consumption of alcohol.

APPENDIX 2

PROPOSED DEFINITIVE AGREEMENT

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 Team.

Appendix 2-1