

**Request for Proposal**  
**U.S. Bank Stadium**  
**Artificial Turf Playing Surface (Turf)**  
**for the**  
**Minnesota Sports Facilities Authority**  
**and**  
**Minnesota Vikings Football Stadium, LLC**

**RFP Issuance Date:**

**December 16<sup>th</sup> 2015**

**RFP Due Date:**

**January 8<sup>th</sup> 2016 2pm CST**

**RFP Number:**

**RFP-SMGMIN-0107**

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**CONFIDENTIALITY NOTICE**

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

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# Minnesota Sports Facilities Authority

## U.S. Bank Stadium Request for Proposals – Artificial Turf Playing Surface (Turf)

### I. GENERAL INFORMATION

The Minnesota Sports Facilities Authority is a corporate and political body and political subdivision of the state (the “**Authority**”). SMG, the management company hired by the Authority, and acting on behalf of the Authority is issuing this Request for Proposal (“**RFP**”) related to U.S. Bank Stadium (the “**Stadium**”) located in Minneapolis, Minnesota and the surrounding areas as defined herein.

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

### II. STADIUM DESCRIPTION

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

The Stadium will have seating capacity of approximately 65,000 seats (expandable to 72,000 to host the Super Bowl) for use during all NFL home games played by the Minnesota Vikings Football Team (the “**Team**”), and for other special events such as the Super Bowl, NCAA basketball, amateur baseball, soccer, concerts, civic, community and not-for-profit events, and other events to be determined. The Stadium will be a fixed-roof structure with artificial grass and a view of the Minneapolis skyline. The Stadium is designed to meet the standards required for a National Football League franchise, as well as other programmatic uses consistent with other multi-purpose facilities. Construction of the Stadium and Stadium Infrastructure began in the 4th quarter of 2013 with substantial completion of the Stadium and Stadium Infrastructure anticipated to be achieved on or about July 15, 2016.

As a part of a larger multi-use development of the surrounding area, an Urban Park will be developed that is adjacent to the Stadium Site that will be comprised of approximately one (1) and two-thirds (1 and 2/3) blocks that can be used by the Authority and the Team for activities associated with the Stadium or for other events based on certain agreed upon conditions. The use of the Urban Park by the Authority and the Team is subject to the Urban Park Use Agreement. The Stadium is planned as a LEED (Leadership in Energy and Environmental Design) Building as certified by the U.S. Green Building Council.

### III. REQUEST FOR PROPOSALS

The Authority is seeking proposals for the labor, materials, tools, equipment, transportation, services, and other incidentals necessary for the provision certain equipment for use at the Stadium as more fully described in **Schedule 4** of this RFP.

### IV. SUBMITTING A PROPOSAL

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

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

Proposers Notification	December 7 <sup>th</sup> 2015
Site Visit	N/A
Proposal Due Date	2:00 PM CST, January 4 <sup>th</sup> 2016 2pm CST
Vendor Selection	On or around January 15 <sup>th</sup> 2016
Installation start date will be May 9 <sup>th</sup> 2016 and will be completed by Sunday 29 <sup>th</sup> May 2016	

Each Proposer is expected to deliver a response to this RFP no later than **2:00 p.m. (CST), January 8<sup>th</sup> 2016** to the SMG at the address set forth in **Section IV.C** below.

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

- A. There is no pre proposal meeting.
- B. All inquiries regarding this RFP must be in writing directed to: Mohnie Mangat at the address set forth in **Section IV.C** below or via email to mmangat@smgworld.com Questions may be submitted up to **December 23<sup>rd</sup> 2015**. If the questions are deemed necessary to provide clarification, an addendum to this RFP will be issued five (5) days prior to the submission deadline.

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

- C. Each Proposer shall submit two (4) bound copies and one (1) electronic copy of its Proposal response to this RFP no later than **2:00 p.m. (CST), January 8<sup>th</sup> 2016** addressed to:

Mr Patrick Talty  
General Manager  
SMG-MN  
511 11<sup>th</sup> Avenue  
Suite #401  
Minneapolis, Minnesota 55415

Proposals in response to this RFP received after **due date and time** shall not be accepted.

**ELECTRONIC PROPOSAL PERMITTED:** YES Electronic proposals are permitted for items quoted that meet specs exactly. Any item not specifically called out in this Solicitation and proposed by a Proposer must be presented in hard copy with cut sheets and comparison of alternate to base spec. Electronic proposals must be submitted to [mmangat@smgworld.com](mailto:mmangat@smgworld.com). Facsimile transmissions are not acceptable.

- D. All Persons responding to this RFP are subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Proposers shall note with their submittal any privileged information or other private data in or withheld from their submittal, and shall contact SMG regarding confidential treatment of such privileged information or other private data.
- E. The Authority, Team and SMG, at their sole discretion, shall have the right to reassess and determine whether any particular Proposer has the qualifications to proceed in this process, notwithstanding the receipt of this RFP. Such determination shall be made and based upon, among other things, information provided by the Proposer including: demonstrated understanding of and responsiveness to the requirements (x) of this RFP and (y) for the Project; (ii) the Proposer's past experience in supplying similar services and equipment for similar multi-purpose professional sports facilities and/or similar NFL facilities; and (iii) the costs set forth by the Proposer to provide the Products and Services requested in this RFP.
- F. Authority, Team and SMG may interview one or more Proposers regarding the Products. The purpose of the interview will be to meet the Proposer to provide the products requested as a part of this RFP, become familiar with key personnel, and understand the Proposer approach and ability to meet the stated objectives of the Authority. The Proposer should be prepared to discuss with specificity the Proposer's capacity to provide Services requested in this RFP in compliance with the specifications and timetable set forth herein.

- G.** The Proposer may withdraw its Proposal before **January 13<sup>th</sup> 2016**, the current time fixed for the opening of Proposals, without prejudice to itself, by communicating its purpose, in writing, to SMG, and when its communication is received, the Proposal will be returned to the Proposer, or its authorized agent, unopened. No Proposer may withdraw its Proposal within one hundred twenty (120) days after the day of opening Proposals.
- H.** Before submitting its Proposal, each Proposer will make all investigations and examinations necessary to ascertain anticipated conditions and requirements affecting the proposed products. Failure to make such investigations and examinations will not relieve the successful Proposer from the obligations to comply with all provisions and requirements of the RFP.
- I.** Execution of Proposal:
- If the Proposer is a corporation, a duly authorized officer of the corporation, with the designation of the signer's official capacity, will sign in the name of and under the seal of the corporation offering the Proposal. The Proposal will show the state in which the corporation is chartered, and if the state is other than Minnesota, the Proposal will show that the corporation is authorized to do business in the State of Minnesota.
  - If the Proposer is a partnership, a general partner will sign the Proposal in the name of the partnership or other Person duly authorized to bind the partnership. The capacity and authority of the individual signing will be shown.
  - If the Proposer is an individual or sole proprietorship, the individual person, stating name or trade name, if any, will sign the Proposal.
  - In any case, the Proposal will show the present business address of the Proposer at which communications from SMG and notices served are to be received.
- J.** SMG reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, addenda or amendments, as they may deem appropriate. The Authority reserves the right to request additional information, clarifications, modifications, addenda or amendments from one or more Proposers at any time.
- K.** All information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal, whether in written or electronic format or presented during a presentation, will become the property of the Authority and the Authority will not be obligated to return the same to the Proposer. The Authority may use any and all information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents in any manner it may, in its sole discretion, deem

appropriate. Selection or rejection of any Proposal will not affect the right of the Authority to use to any information, suggestions, ideas, work product, drawings, designs, system ideas or plans and documents of the Proposer submitted in connection with the Proposal.

## **V. INSURANCE AND BONDING**

- A. Insurance requirements shall include at minimum the following coverage and must name the Authority, Team, SMG, and M.A. Mortenson Company, as Construction Manager for the Stadium, as additional insureds. Waivers of subrogation will be required in connection with insurance carried by the Authority, Team, SMG and M.A. Mortenson Company. The limits below shall apply on a per-occurrence and aggregate basis and shall not be altered without 30 days' notice to the Authority and SMG.
1. General Liability coverage of \$2,000,000
  2. Excess Coverage of \$5,000,000
  3. Automobile Liability coverage of \$2,000,000
  4. Workers Compensation coverage to meet statutory limits
  5. Employers Liability coverage of \$1,000,000
  6. Professional E&O insurance of \$2,000,000
- B. Certificates are required with submittals. Each Proposal shall be accompanied by a bid bond in the amount of 5% of the proposal price. A Letter of surety from a Surety agent, stating ability to provide 100% payment/performance bond upon award shall also be included.

## **VI. PROPOSAL INSTRUCTIONS**

Proposers shall submit one response per solicitation and shall not propose more than one price, model, and brand for each item on that solicitation. Should a Proposer desire to submit multiple or alternative proposals, (an "Alternate Proposal") each should be submitted in a separate solicitation and marked "ALTERNATE PROPOSAL."

All Proposals shall include but not limited to all freight, installation (if necessary), insurance, Bonding, etc. All items shall be shipped to the Stadium shall be vendor's through manufacturing, transport, installation and commissioning. The Authority shall take ownership after final sign off and close out is complete.

It is the Proposer's responsibility to specifically address the variances to Specifications as laid out in the Solicitation. Any Alternate Proposal that does not provide line item specification variance explanation where needed will be rejected if deemed non-compliant to this section by the Authority.

## **VII. PAYMENT INFORMATION**

SMG is acting on behalf of the Authority. SMG is the entity that will issue all purchase orders, contracts and receive invoices on behalf of the Authority. Payments with regards to this Solicitation will be reviewed and approved by Hammes Company, as Owner's Representative, and disbursed by Chicago Title Insurance Company, as disbursing agent, directly to vendor.

If the vendor is not required to pay Minnesota sales tax a tax exemption form must be submitted with the completed proposal together with a completed W-9 for payment.

Payment terms are Net 75 days from receipt of invoice only after acceptable delivery and receipt of item. All items will be checked upon arrival to ensure each is in approved condition prior to payment.

## **VIII. PROPOSAL REQUIREMENTS**

- A. The Proposer shall include a Price Proposal detailing costs in an itemized format. At minimum, the pricing sheet(s) must show the price breakdowns as illustrated in the Pricing Sheet attached.
- B. The Proposer shall describe any potential problems, which may impact the delivery date.
- C. The Proposer shall include a minimum of five (5) references for comparable systems and installation efforts successfully performed by the Proposer within the last 18 months in similar projects.
- D. Each Proposer is required to provide the following information in the amounts requested. Proposers who fail to provide any of the submittals requested will not be given consideration.
  - a. Submit one (1) copy of Drawings (if applicable) and Product information sufficient to explain the Proposers proposed system/product and adherence to the proposal specifications.
  - b. Submit one (1) copy of manufacturer's descriptive literature and manufacturer's fabrication specifications.
  - c. Submit one (1) copy of any applicable warranties.
  - d. Submit one (1) copy of manufacturer's operating, service and/or parts manual.
  - e. Submit one (1) copy of certificate of insurance as described above.

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.

**IX. EVALUATION OF PROPOSALS AND SELECTION OF PROPOSER**

- A.** SMG, Team and the Authority will evaluate each Proposal using the following weighted criteria, based on the information contained in each Proposal, including requests for clarification or additional information, if required.

<b>Criteria</b>	<b>Weight</b>
Price Proposal	[40] Points
Previous Installation Experience	[25] Points
Technical Proposal	[15] Points
Quality of Product	[10] Points
Commercial Terms, Insurance, and Bonding	[10] Points

- B.** SMG may eliminate, in its sole discretion, those Proposers that are deemed non-qualified to provide the Services, or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.
- C.** SMG may reject all Proposals and decide to reissue the RFP or proceed without the assistance of any Proposer.
- D.** SMG reserves the right to accept or reject in part or in whole any or all Proposals submitted and may elect to enter into one or more separate agreements for the products with one or more Proposer.
- E.** SMG will not be required to state or indicate any reason for rejection of any Proposals or a portion thereof, or that are deemed nonresponsive according to the terms of this RFP.

## **X. SUBSTITUTION PROCESS**

### **SUBSTITUTIONS PROCEDURE**

Should the proposer desire approval of some material or product other than that specified, it must submit a written request for approval of the substitute item in accordance with the following requirements:

1. Requests for approval of equals or substitutions must be made in writing and received by SMG at least five (5) working days prior to scheduled time for receipt of proposals. Requests for substitution will not be considered after Notice to Proceed.
2. All such requests must be made on the Substitution Request Form; see attached at end of this Section.
3. Any approval of the proposed equals or substitutions will be made by Addendum prior to receipt of proposals and by duly executed Change Order after receipt of proposals. Proposers shall not rely upon any approval not incorporated into the Contract Documents in this matter.
4. Requests received after this time will not be reviewed or considered. No request for approval will be considered unless submitted in accordance with this Section.
5. Final decision as to whether an item is an equal or satisfactory substitution rests with SMG.
6. Clearly mark manufacturer's literature to indicate equality in performance and appearance.

### **REQUIRED SUBMITTALS**

Every substitution request must state whether the item offered is an equal or equivalent to the specified product. The substitute material or product must be accompanied by its reference in the Contract Documents and complete catalog, technical and other information, as appropriate. In addition to requirements indicated on the Substitution Request Form, comply with following:

1. As required, include samples showing comparison of physical and other pertinent characteristics as required to establish equivalence of acceptability for the proposed application.
2. Where specific test results are required by the Contract Documents, the comparison data for the proposed item shall be based upon the same test methods as those specified, or they shall be correlated to clearly demonstrate comparability.
3. The same guarantee/warranty described for the specified product is required for the substitution.
4. Coordination information, including a list of changes or modifications needed to other parts of the Work that will become necessary to accommodate the proposed substitution.
5. Cost information, including net change, if any.

6. Proposer shall accompany any request for substitution with such drawings, specifications, samples, manufacturer's literature, performance data, and other information necessary to describe and evaluate the proposed substitution completely. The burden of proof shall be on the Proposer.

As required, provide references of minimum of five (5) references for comparable systems and installation efforts successfully performed by the Proposer within the last 18 months where proposed substitute product has been used successfully, on a separate sheet, include names, addresses, date of installation and contact name of Owner of facilities manager.

**SCHEDULE 1**

**PROPOSER BACKGROUND INFORMATION**

Proposer Information

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

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

Type of Entity

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

A. Individual/Sole Proprietor

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

B. Corporation/LLC

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

\_\_\_\_\_  
\_\_\_\_\_  
(Address of Home Office)

and authorized to do business in the state of Minnesota.

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

Federal Employer Identification Number: \_\_\_\_\_

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

C. Partnership

Name of Partnership: \_\_\_\_\_

Federal Employer ID Number: \_\_\_\_\_

Members/Partners: \_\_\_\_\_

\_\_\_\_\_

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

Managing Partner: \_\_\_\_\_

Home Address of Managing Partner:

\_\_\_\_\_

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

\_\_\_\_\_

(Address of Home Office)

and authorized to do business in the state of Minnesota.

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

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

D. Other Business Entity

Owner's Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

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

**SCHEDULE 2**

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

**(To Be Submitted With Proposal)**

In submitting this Proposal for products or services the undersigned has certified that the Proposer has reviewed the RFP Qualifications dated November 9<sup>th</sup> 2015 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP Qualifications and all documents identified therein. The Proposer hereby agrees to handle any and all information provided with this RFP Qualifications and/or from the Authority or the Team on a confidential basis.

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

Proposer's Name \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

### SCHEDULE 3

#### CONFIDENTIALITY AGREEMENT

##### (To Be Submitted With Proposal)

This Confidentiality Agreement (the "**Agreement**") made and entered to as of the \_\_\_\_\_ day of [\_\_\_\_\_, 2014], by and between SMG, the Minnesota Sports Facilities Authority ("**Authority**"), Minnesota Vikings Football Stadium, LLC (the "**Team**") and [\_\_\_\_\_] ("**Proposer**") in connection with the provision of **Turf** 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 \_\_\_\_\_, 2015

**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 4**

### **TECHNICAL SPECIFICATIONS**

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To provide all labor, materials and equipment, necessary to install, in place a synthetic turf (infill system) playing field at the Stadium. The installation of all new materials shall be performed in strict accordance with these specifications,

1. Installation of new artificial turf system/infill (sand/rubber) technology
2. Samples/Shop Drawings/Maintenance Manuals
3. Warranty-Guarantee (8 years) including G-Max guarantee for entire Warranty term
4. Review, coordination, and certification of work including any subcontractors

### **OPTION 1**

To provide an artificial mixed infill turf for the Stadium, which will be used for NFL Football and multiple other sports.

The NFL Football Field – Main Field approximately 99,000 sqft

- Must adhere to all NFL guidelines and meet or exceed the NFL Recommended Practices for Infill Fields
- Field provided will meet the NFL standard color green
- All rolls to have an attachment system to ensure a seamless transition between rolls.
- Optional removable panels for the setting of Baseball home plate panels (to be provided)

The Baseball Field – Expansion approx. 32,000 sq ft

- To provide an additional section of the same quality as the main field to accommodate a baseball field
- The expanded field should be able to accommodate a full size baseball field with distance to the fence from Home plate at 400'
- The expanded section would be the same standard green as the main field
- Have an attachment system using the same system as the main field to ensure a seamless transition
- To provide optional 'Brown' colored panels for the home plate which will be installed in the main field. Color is to be suitable for NCAA baseball.

### **All Bids Must Include**

- Pricing break out for the Main field and Expansion
- Pricing break out for storage system for entire field
- Storage to be based on a double stacked storage system
- Description of the seam system between rolls and recommended replacement timeline for seams if required

- Field costs to include install of the football field prior to the 2016 NFL season, and install of the baseball field in early 2017
- Storage system cost to include installation and training.
- Annual cost for re-install, maintenance and grooming for the Main field prior to every NFL season for the first 5 years.
- Timeline for manufacture and initial install
- Training of staff on install, maintenance and storage
- Warranty information provided for the system
- Maintenance and storage operations manual and recommended best practices
- Install Times
  - Install time for main field
  - Estimated time for installations of the expansion
  - Include the labor and equipment requirements for install

### Technical Requirements

- Fiber height of 2.5 inches with an infill depth of at least 1.5 inches.
- Mixed infill base. Proposer to provide ratio of sand to rubber and description of infill system
- Also provide fiber type, fiber denier, fiber microns, filament structure and fibril width
- Color sample of recommended color
- Provide All ASTM testing results
- Total system weight per square yard
- Drainage system and drainage rates and any drainage testing results that have been carried out
- Testing results that have been carried out based on NFL Recommended practices for infill fields

## OPTION 2

To provide an artificial mixed infill turf for the Minnesota Multi Purpose Stadium, which will be used for NFL Football and multiple other sports.

### The NFL Football Field – Main Field

- Must adhere to all NFL guidelines and meet or exceed the NFL Recommended Practices for Infill Fields
- Field provided will meet the NFL standard color green
- Field will have in-laid end zone logos for the Minnesota Vikings NFL Team
- Field will have in-laid center logo for the Minnesota Vikings NFL Team. Center logo is 52' high by 42' wide
- Field will have in-laid lines and numbers middle and side hash marks
- Removable panels for the setting of Baseball home plate panels (to be provided)
- The inlaid end zones and center logo will have green replacement section for use when NFL games are not being played
- All rolls to have an attachment system to ensure a seamless transition between rolls.

### The Baseball Field – Expansion 32,000 sq ft

- To provide an additional section of the same quality as the main field to accommodate a baseball field
- To provide 'Brown' colored panels for the home plate which will be installed in the main field. Color is to be suitable for NCAA baseball.
- The expanded field should be able to accommodate a full size baseball field with distance to the fence from Home plate at 400'
- The expanded section would be the same standard green as the main field
- Have an attachment system to the Main field using the same system as the main field to ensure a seamless transition

### All Bids Must Include

- Pricing break out for the Main field and Expansion
- Pricing break out for storage system for entire field
- Storage to be based on a double stacked storage system Description of the seam system between rolls and recommended replacement timeline for seams if required
- Field costs to include install of the football field prior to the 2016 NFL season, and install of the baseball field in early 2017
- Storage system cost to include installation and training.
- Training of staff on install, maintenance and storage
- Warranty information provided for the system
- Maintenance and storage operations manual and recommended best practices
- Install Times
  - Install time for main field

- Estimated time for installation of the expansion section
  - Include the labor and equipment requirements for install
- Matched paint color specifications for main green field to enable inlaid lines to be painted over for other sporting events
  - Paint specifications to be standard so can be used at any field marking paint Supply Company.
- Recommended practices for painting over inlaid lines and removal of paint in those areas, with any training as recommended.
- Pricing for recommended equipment to assist in the removal of the paint from the inlaid lines and numbers.

### Technical Requirements

- Fiber height of 2.5 inches with an infill depth of at least 1.5 inches.
- Mixed infill base. Proposer to provide ratio of sand to rubber and description of infill system
- Also provide fiber type, fiber denier, fiber microns, filament structure and fibril width
- Color sample of recommended color
- Provide All ASTM testing results
- Total system weight per square yard
- Drainage system and drainage rates and any drainage testing results that have been carried out
- Testing results that have been carried out based on NFL Recommended practices for infill fields

### **OPTION 3**

To provide two artificial mixed infill turf for the Stadium, one of which will be used for NFL Football and the other for multiple other sports. The second field will lay over the NFL field during the NFL off season.

Field 1 - The NFL Football Field – 99,000 sq ft

- Must adhere to all NFL guidelines and meet or exceed the NFL Recommended Practices for Infill Fields
- Field provided will meet the NFL standard color green
- Field will have in-laid end zone logos for the Minnesota Vikings NFL Team
- Field will have in-laid center logo for the Minnesota Vikings NFL Team. Center logo is 52' high by 42' wide
- Field will have in-laid lines, numbers, middle and side hash marks
- The inlaid end zones and center logo will have green replacement section for use when NFL games are not being played
- All rolls to have an attachment system to ensure a seamless transition between rolls.

Field 2 – Multiple Use Field 132,000 sq ft

- To provide a full green only field for multiple sports use
- To provide a cutout for Home Plate for when set for baseball, location to be determined
- To provide 'Brown' colored panels for the home plate which will be installed in the main field. Color is to be suitable for NCAA baseball.
- All rolls to have an attachment system to ensure a seamless transition between rolls.
- Provide all details for how the second field will lay over the first. Including but not limited to;
  - Protection of the NFL field
  - System for elevation of the outer field to meet the height of the NFL field, i.e. "underlay"
  - Preparation work and time required to get the NFL field ready for play once the second field is removed
  - Storage for the "underlay" material and protective cover

#### **All Bids Must Include**

- Pricing break out for the Main field and Second Field
- Pricing break out for storage system for entire larger field and all underlay equipment needed for leveling the outer-field with the NFL field, and all protective coverings
- Storage to be based on a double stacked storage system Description of the seam system between rolls and recommended replacement timeline for seams if required
- Field costs to include install of the football field prior to the 2016 NFL season, and install of the multiple use field in early 2017

- Storage system cost to include installation and training.
- Training of staff on install, maintenance and storage
- Warranty information provided for the system
- Maintenance and storage operations manual and recommended best practices
- Cost to install the second field the first time in early 2017.
- Provide a sample the transition from NFL to outer-field with the underlay with full technical details
- Install Times
  - Install time for NFL field
  - Install time for multiple use field
  - Removal time for both fields

### Technical Requirements

- Fiber height of 2.5 inches with an infill depth of at least 1.5 inches.
- Mixed infill base. Proposer to provide ratio of sand to rubber and description of infill system
- Also provide fiber type, fiber denier, fiber microns, filament structure and fibril width
- Color sample of recommended color
- Provide All ASTM testing results
- Total system weight per square yard
- Drainage system and drainage rates and any drainage testing results that have been carried out
- Testing results that have been carried out based on NFL Recommended practices for infill fields

## General Requirements

1. Shop drawings: Shall be prepared at the scale of the construction documents or larger and contain all pertinent information regarding installation. These drawings shall be submitted to the Owner for approval prior to the manufacturing and shipment of materials. Submit drawings for installation details, attachment details, edge details, goal post details, all other inserts and covers etc. Include layouts showing any field lines, markings, boundaries, and seams per the plans.
2. Product Data: Submit data on specified products, describing physical and performance characteristics, sizes, patterns, colors available, and method of installation.
3. Maintenance Manuals: Provide prior to installation four (4) copies of manufacturer's maintenance and operation manual for artificial turf system and maintenance equipment.
4. Warranty: Submit copy of Manufacturers Warranty that guarantees the usability and playability of the artificial turf system for its intended uses for minimum of a 5 year period commencing with Final Acceptance of the field. Submit copy of Warranty with the Bid. Manufacturer/Installer shall certify the artificial turf system ASTM F355 G-Max shall not exceed 190 during the warranty period. Warranty shall not be limited by amount or type of use (if proper protection is taken) by the Owner. Manufacturer shall provide detailed specifications as to what type of protection needs to be undertaken for Owner events such as concerts, and motor sports
5. Quality Assurance;
  - a. Manufacturer: Company specializing in manufacturing products specified in this section with minimum five years experience and at least 10 fields of full size football or soccer (minimum 70,000 square feet) in the last five years. Manufacturer of 10 fields must have been supplied specified materials to either professional football (National Football League) or collegiate (NCAA Division I collegiate football.) Provide list and references (including name/telephone numbers) of said installations with the Bid.
  - b. Installer: If subcontractor is being used then company specializing in performing the work of this section with minimum of five years experience and at least 10 fields of full size football or soccer fields (minimum of 70,000 square feet) in the past five years with a sand/rubber infill product and certified by the manufacturer. Installer of 10 fields must have been installed specified materials on either professional football (National Football League) or collegiate (NCAA Division I collegiate football) locations.

- c. Project superintendent shall be experienced in the supervision and installation of products and materials to be installed. Project superintendent shall have been responsible for the installation of at least 3 fields of similar size and materials to that specified. Provide list of installations using specified materials and references of installing firm (if different than manufacturer) with the Bid. Specify in advance Project Superintendent by name and resume of said person with the Bid also.
6. Materials: All materials shall be new (or new recycled in case of rubber infill) uniform in size and consistency and shall meet or exceed the specifications contained herein. Rubber infill shall not mark baseballs. Infill materials shall not contain any foreign materials such as metals etc. Artificial turf system including all components shall be lead free. Contractor shall supply letter verifying lead free status of artificial turf system with the bid.
7. Inspection: Proposer shall inspect all materials prior to shipping. Installer shall inspect materials upon receipt at the project site. Any damaged or defective materials shall be rejected. Installation shall be inspected for, but not limited to the following – seams, glue bonding, uniformity of product and color, surface bubbles, edge details and attachment, infill product mixtures/height/settlement.
8. Proposer will verify all field measurements prior to manufacture. Proposer will also Verify that all base, drainage and leveling is complete prior to installation. The surface to receive the synthetic turf shall be inspected by the proposer, and prior to beginning of installation the proposer shall accept the sub base surface All deficiencies in the base will be presented to the Authority and will be repaired at the Authorities expense. Proposer is responsible for the surface being clean and free of debris prior
9. Seams shall be flat, tight, and permanent with no separation or fraying. Proposer will provide as a sample a piece of turf at least 12” by 12” with a seam condition to show how the seam will look. Proposer will also provide a sample for color of the inlaid lines, baseball home plate and green playing surface turf of at least 6” by 6”

## TECHNICAL SPECIFICATIONS

I/we make the following Technical Specifications as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by SMG without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that SMG will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of SMG, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
7. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

---

Signature of Proposer

---

Title

---

Date

**Pricing Sheet**

---

We propose to furnish all labor, materials, tools, equipment, transportation, licenses, services and incidentals necessary for installation of MOTORIZED CLEANING MACHINES in accordance with RFP specifications, for the price of:

TOTAL PURCHASE PRICE OPTION 1  
(Includes taxes, freight, installation, and/or training cost.) \_\_\_\_\_

TOTAL PURCHASE PRICE OPTION 2  
(Includes taxes, freight, installation, and/or training cost.) \_\_\_\_\_

TOTAL PURCHASE PRICE OPTION 3  
(Includes taxes, freight, installation, and/or training cost.) \_\_\_\_\_

ITEMIZED PRICING

	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
<b>OPTION 1</b>			
NFL Field 99,000 sq ft	1	_____	_____
Expansion 32,000 sq ft	1	_____	_____
Storage System	1	_____	_____
Optional Home Plate Cutout	1	_____	_____
Shipping and Delivery	1	_____	_____
Annual Cost for reinstall prior to NFL season	5	_____	_____
<b>OPTION 2</b>			
NFL Field 99,000 sq ft	1	_____	_____
Expansion 32,000 sq ft	1	_____	_____
Storage System	1	_____	_____
Shipping and Delivery	1	_____	_____

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

Annual Cost for reinstall prior to NFL season 5 \_\_\_\_\_

**OPTION 3**

NFL Field 99,000 sq ft 1 \_\_\_\_\_

Multi-Use Field 132,000 sq ft 1 \_\_\_\_\_

Storage System 1 \_\_\_\_\_

Underlay and Protection System 1 \_\_\_\_\_

Shipping and Delivery 1 \_\_\_\_\_

Annual Cost for reinstall prior to NFL season 5 \_\_\_\_\_

The undersigned hereby declares that it:

1. Is thoroughly familiar with the provisions of the RFP documents and conditions at the Site, and has had the opportunity to receive and/or review all reference reports and documents related to Site conditions;
2. Has the equipment, technical ability, experience references, personnel and facilities to properly complete, coordinate and administer the Contract, should it be awarded to it, in accordance with Contract Documents;
3. Is of the opinion that the Contract Documents are appropriate and adequate for the construction/completion of this Project;
4. Has the expertise and experience to perform the Work in conformance with the Contract Documents and requires no additional information.

Proposer: \_\_\_\_\_  
(Print Name of authorized officer) (Signature of authorized officer) (Date)

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name / Email: \_\_\_\_\_ / \_\_\_\_\_

Telephone / Fax #: \_\_\_\_\_ / \_\_\_\_\_

**SCHEDULE 5**

**NON-COLLUSION STATEMENT**

**(To Be Submitted With Proposal)**

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

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

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

Proposer \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**SCHEDULE 6**

**MINNESOTA HUMAN RIGHTS ACT QUESTIONNAIRE**

**(To Be Submitted With Proposal)**

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

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

**How to determine which boxes to complete on this form:**

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
<b>On any single working day within the past 12 months, if your company...</b>				
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:

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- 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: \_\_\_\_\_

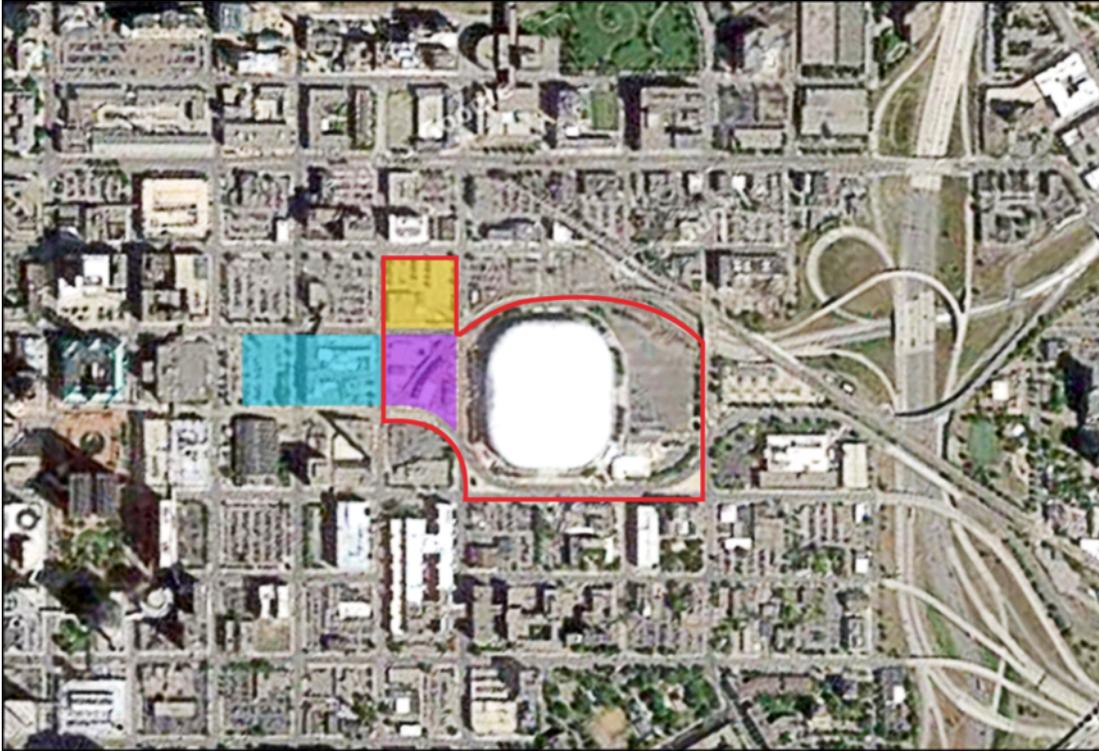
Date: \_\_\_\_\_ Telephone number: \_\_\_\_\_

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

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

APPENDIX A

STADIUM SITE PLAN



Legend

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

## **APPENDIX B**

### **DEFINITIONS**

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

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

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

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

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

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

“**Governmental Body**” shall mean any federal, state, county, city, local or other government or political subdivision, court or any agency, authority, board, bureau, commission, department or instrumentality thereof.

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

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

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

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

“**Product**” means equipment, supplies, or materials to be provided under this RFP.

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

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

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

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

“**Services**” shall mean the supply of the labor, materials, equipment, and services described and set forth in this RFP, including, without limitation, those described in **Schedule 4**.

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

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

“**Stadium Site**” shall mean the real property, rights, easements, and access areas associated with the Stadium Site Plan and includes the site of the Stadium and Stadium Infrastructure; **provided**, that by way of clarification and with respect to the responsibilities and obligations of the Manager, the parking facilities shall not be considered as part of the Stadium Site, notwithstanding the Stadium Site Boundary set forth on the **Appendix A** Stadium Site Plan.

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

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

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

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

APPENDIX C

**SUBSTITUTION REQUEST FORM**

**Submit to;** SMG-MN  
c/o Mohnie Mangat  
511 11<sup>th</sup> Avenue  
Suite #401  
Minneapolis, Minnesota 55415

**Relative Project:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Solicitation  
Number: \_\_\_\_\_

The undersigned request for consideration, the following product instead of the specified item for above Project:

**Proposed Substitution:** \_\_\_\_\_  
\_\_\_\_\_

**Reason for Substitution:** \_\_\_\_\_

***REQUIREMENTS FOR REQUEST TO BE CONSIDERED*** – *To support the substitution, provide product data, dimensional data, photographs, samples, performance and test data, and project references as necessary to evaluate the substitution request. In addition, a side-by-side matrix must be included of the specified criteria comparing it to the proposed substitution.*

**Submitted by:**

Proposer: \_\_\_\_\_  
(Print Name of authorized officer)      (Signature of authorized officer)      (Date)

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name/Email: \_\_\_\_\_ / \_\_\_\_\_

Telephone/Fax#: \_\_\_\_\_ / \_\_\_\_\_

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