



Request for Proposal

Building Automation System Maintenance

SMG/U.S. Bank Stadium

November 28, 2022

REQUEST FOR PROPOSALS

Building Automation System Maintenance

U.S. BANK STADIUM

MINNEAPOLIS, MINNESOTA

November 28, 2022

A. Project Background and Objectives

In 2012, the State of Minnesota enacted 2012 Minnesota Laws, Chapter 299 (the “Act”), to establish the Minnesota Sports Facilities Authority (“Authority”) and to provide for the construction, financing, and long-term use of a new stadium now known as U.S. Bank Stadium (the “Stadium”) and related stadium infrastructure (the “Stadium Infrastructure”) as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural and commercial activities.

SMG is soliciting in this Request for Proposals (“RFP”) and work shall be referred to in this RFP as the “Project”. To that end, SMG has prepared this RFP for the coordination and the completion of Temporary Sound Reinforcement – Final Four. Those who respond to this RFP shall be referred to as “Proposers”.

The Project is located at the Stadium [and other additional adjacent land that has been acquired by the Authority in Minneapolis, Minnesota]. The Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit F**.

The successful Proposer to the RFP will be engaged to coordinate and complete the Building Automation System Maintenance (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Coordinate all activities to safely, effectively and efficiently provide maintenance to Building Automation System.
- Scope Summary: Perform maintenance on the Building Automation System.
 - More info – Reference Exhibit F.

B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of Proposer that will provide the best value to SMG.

Proposers should have significant experience in providing temporary sound systems and projects similar to the Project that is the subject of this RFP. It is the desire of SMG to consider as part of its selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts. Each Proposer should provide a plan describing how they will encourage the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Proposers for the Project are encouraged to respond to the RFP.

C. Scope of the Project Requirements

The proposal should be responsive to and explain how the Proposer will provide the following project requirements:

- Significant experience in Building Automation Systems and servicing urban clients (downtown Minneapolis).
- In-house capacity to provide construction management, coordination and scheduling for the required completion of the Project.
- U.S. Bank Stadium is an active venue hosting a variety of events during the course of this Project’s timeline. Event logistics and event programs take precedence over construction activities. Close coordination with activities that create noise and limit access to spaces will be paramount. Proposer has a duty to coordinate their activities with SMG.

D. Requested Qualifications

SMG reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the work and services that are the subject of the RFP. It is the request and intent of SMG that Proposers responding to the RFP have the following qualifications.

- Significant experience in performing services similar to the Project that is the subject of this RFP.

E. RFP Timeline

Advertise and issue Request for Proposals	11/28/2022
Written Questions Due	12/12/2022
Proposals Due	5:00pm CST, 12/27/2022
Final Negotiations	12/28/2022
Selection of Provider	12/30/2022
Project Start	1/1/2023
Project Complete	12/31/2025

By submitting a Proposal, the Proposer affirms that this timeline must and can be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Authority and public.

F.1 Proposer Qualifications

The following items shall be included in a Proposal executive summary:

- Proposer’s name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Provide copies of Proposer’s certificates of insurance showing Proposer’s current total limits of liability for commercial general liability, worker’s compensation, employer’s liability, business automobile liability, and professional liability.
- Provide representative list of similar projects managed by Proposer during that last 2 years or that are currently under contract or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description and scope of work.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Complete and submit a fully executed confidentiality agreement

- Submit response to State of Minnesota “Affirmative Action Data” form and “Statement of Non Collusion”.

F.2 Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, SMG will score Proposals on a point system, with some criteria being graded on a pass/ fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery:	400 points
Commercial Terms:	400 points
Interview:	200 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest three scores, as determined by SMG in its sole discretion, will then be short-listed and may be selected to enter into final discussions and negotiations with SMG, as a result of which SMG will select in its discretion the Proposer whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery – 400 Points

1. Similar Project Experience. Describe Proposer’s experience and ways to proceed with the requirements for this Project.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work. Provide key contact office and mobile telephone, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Any other relevant experience pertinent to the requirements for this Project shall be listed under “Other Significant Experience.”
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer’s approach and methodology for implementing project controls relating to budget and schedule compliance, and provide examples of Proposer’s experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project’s program.
5. Preliminary Performance Schedule. Proposer’s strategy for completing the scope of work required by this RFP by the required deadline.

Commercial Terms – 400 Points

1. Price. Provide itemized pricing on all necessary, coordination, supply, construction, installation, and testing of a complete Project and all scope of work items required by this RFP, including without limitation:

- All material and equipment;
- All design or design assist services;
- All construction and installation;
- Technical specifications;
- All training and testing;
- Opening event support;
- Warranty for onsite hardware maintenance for first and second year;
- Detailed cost information for ongoing fixed and variable costs, including licenses, hosting fees, customer service, tax calculation service fees, and any cost exclusions
- Estimate of all other project expenses including travel, shipping, and sales tax (if any).

2. Agreement to or Requested Revisions to Trade Contract Agreement (**Exhibit G**) Contract Terms. The extent to which revisions are requested to SMG's proposed contract in this RFP will be given point deductions in the sole discretion of SMG.

Interview – 200 Points

1. Interview. SMG will conduct an interview with each qualified Proposer that has submitted a responsive proposal.

Equitable Contracting and Hiring – Pass/Fail

1. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also describe Proposer's specific plan to reach targeted goals for MBE and WBE construction participation on this project, and Proposer's strategies for employing women and members of minority communities to comply with the Authority's Equity Plan.

According to the Act, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers and the content of all Proposals is nonpublic data under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority.

SMG may change its scoring of Proposals as a result of interviews of and negotiations with Proposers.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the RFP to which they pertain.

The RFP, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the preliminary construction estimate and otherwise complete the RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Authority also reserves the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

G. Prevailing Wage for the Work

The Authority will require the Proposer to adhere to State prevailing wage provisions. The project site is signatory to several trade unions. See Minn. Stat. §§ 177.41 to 177.44 for more information.

H. Pre-proposal Meeting

A Pre-proposal meeting will be held by appointment only.

U.S. Bank Stadium
520 11th Avenue South
Minneapolis, MN 55415

Please contact the following for stadium security access approval coordination. Must provide a list of attendees 24 hours prior to arrival at the stadium to:

Ed Kroics
Email: ekroics@usbankstadium.com

Proposals are due by than 5:00p.m. CST, 12/27/2022 One electronic copy should be emailed to:

Ed Kroics
Director of Operations
SMG – U.S. Bank Stadium

1005 4th Street South
Minneapolis, MN 55415-1752
Email: ekroics@usbankstadium.com

N. Questions or Inquiries

All questions must be submitted via email no later 12/12/2022 to:

Ed Kroics
Email: ekroics@usbankstadium.com

O. Minnesota Government Data Practices

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

P. List of Exhibits

- Exhibit A Acknowledgement and Attestation Form
- Exhibit B Confidentiality Agreement
- Exhibit C Non Collusion Statement
- Exhibit D Minnesota Department Affirmative Action Data Page
- Exhibit E Targeted Business Commitment and Information Form
- Exhibit F Scope Document(s)
- Exhibit G Trade Contract Agreement (Template)

EXHIBIT A

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted with Proposal)

In submitting a Proposal, the undersigned has certified that the Proposer has reviewed the Request for _____ Proposal (" RFP") dated _____ 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 understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true a correct.

Proposer's Name: _____ (Company)

Name: _____ (Officer of Company)

Signature: _____

Title: _____

Date: _____

Witness Name: _____

Signature: _____

Date: _____

EXHIBIT B

CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Indication of Interest and Qualifications)

This Confidentiality Agreement (the "Agreement") made and entered to as of the day of _____, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") relating to the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

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 Construction Manager'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 Construction Manager 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 maybe 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, regulations, rules or official requests, at the Authority's election, 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 forgoing.

6. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality 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 _____, 20__

("Authority")

("Proposer")

WITNESS:

EXHIBIT C

NON-COLLUSION AFFIDAVIT

I, _____(Name), being first duly sworn, state that I am
the _____(office held) of
_____(name of Bidder). I executed this bid having full
authority to do so. I certify that Bidder has not, 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 the above-named project. No person or persons, natural or corporate, has, have, or
will receive, directly or indirectly, any rebate, fee, gift, commission, or other thing of value in
consideration for this offer.

Signature

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

EXHIBIT D

**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:

Mail: Minnesota Department of Human Right
Freeman Building
625 Robert Street North
St. Paul, MN 55155

Website: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

Metro: (651) 539-1100
Toll Free: (800) 657-3704
Fax: (651) 296 9042
MN Relay: (800) 627-3529

EXHIBIT E

Targeted Business Commitment and Information Form

(see attached)

TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

No Targeted Business participation is committed on this project

The following Targeted Business (MBE & WBE) participation is committed on this project:

Firm Name <small>(Legal business name used for Targeted Business certification)</small>	WBE <small>(Check one)</small>	MBE	How will firm participate? <small>(subcontractor, consortium, joint venture)</small>	Description of work	Estimated dollar value of participation	Estimated percentage of total bid

Total WBE % _____

Total MBE % _____

TARGETED BUSINESSES WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

Certification

On behalf of the proposer identified below, I certify that the information provided in this form is true and correct.

Proposer Name: _____

Signature: _____

Date: _____

Name: _____

Title: _____

EXHIBIT F

Scope Documents

ANNUAL METASYS MAINTENANCE PROGRAM

Contractor will provide a complete program of maintenance and support for Metasys Building Automation System (BAS). The program is intended to provide preventative maintenance, tasking schedules for required maintenance and manufacturers recommended practices. These operating and maintenance procedures serve to provide an efficient and safe operating environment for the US Bank Stadium, without negatively impacting the fan experience during the building primary use as a sports and entertainment facility.

This Annual Maintenance Program Includes the Following:

A. Monthly Maintenance Visits to perform the following tasks as directed by SMG staff:

Preventative Maintenance Tasks

- Create/Update Backup - Database and Controller Level Software.
- Server Maintenance - Report observations to appropriate customer representatives.
- Edit and maintain critical system alarms.
- Software Subscription and Metasys Software Updates.
- Analyze diagnostics and communication from Server, NAE's, Field Controllers (FEC's/NMA's).
- Trend analysis with a focus on energy and comfort.
- System sequence verification of major systems.

Troubleshooting and Repairs

- Provide troubleshooting, service and repair of Metasys HVAC control system hardware and software.

Modification and Programming

- Modify control programming to reduce energy consumption as directed.
- Modify BAS system graphics and equipment operation schedules.
- Add/Modify Equipment control/monitoring points, alarms, trends and totalizations.
- Re-commissioning of systems on an as-needed basis with a locus on problem areas.

Other Customer Directed Activities

- Provide practical Metasys training to Staff as directed
- Provide problem solving and programming at customer direction to resolve BAS and building related issues.

B. Software Subscription and Metasys Software Updates:

Metasys Application & Data Server (ADX) Upgrade

- Update ADX Server Software to most current version - 1 upgrade annually
 - Excludes Upgrades to Server Hardware, Operation System, and SQL Server Software
- Update System Configuration Tool (SCT) & Controller Configuration Tool (CCT) to most current version

Metasys Network Automation Engine (NAE) Upgrades

- Update NAE Software to most current version available for engine - 1 upgrade annually
 - Excludes Upgrades to Engine Hardware

C. HVAC Pump Motor Vibration Analysis:

The Vibration Analysis program shall consist of a Vibration Analysis for each HVAC Pump Motor at the frequency as detailed at the end of this section.

Preparation

- Provide a qualified technician for data collection and analysis
- Provide vibration data collection equipment capable of collecting overall vibration, spectral, and phase data.
- The equipment to be analyzed must be running under normal operating conditions and at a constant operating speed.
- Data collection parameters shall be based on machine specific frequencies. Overall vibration values are not acceptable to determine equipment condition

Data Collection

- Transducers will be mounted as close to bearing locations as safety will be permit.
- The vibration transducer (accelerometer) shall be attached to the machine surface with a magnet. Handheld probes are not acceptable for mounting sensors.
- Overall vibration and spectral data shall be collected,
- Equipment components (belts, sheaves, couplings) shall be visually inspected or inspected by strobe light to detect wear or other defects.

Data Analysis

- The vibration data shall be analyzed and combined with visual observations to detect mechanical and motor/electrical defects and other equipment problems.
- Vibration data shall be compared to previous data to determine wear trends. First time analysis of machines will be compared against database of at least 400 machines with similar configuration to derive reasonable alarm limits.

Reporting

- A report shall be provided to the owner, and It shall include:
 - Equipment identification information.
 - Tracking overall facility equipment condition and reporting the net result compared to net past results.
 - Spectral data will be provided upon request.
 - Overall Equipment Conditions Summary page.
 - Pictures to identify each machine and make physical observations.
 - One of the following equipment condition statements:

Condition Level	Vibration Analysis Indicated	Action
Acceptable	Little or no deterioration in equipment condition.	There is no cause for concern. Note for future analysis.
ALERT	Developing problems.	Monitor the vibration levels more frequently to establish a trend and to determine if repairs should be made during next shutdown.
ALARM	The machine is running rough. Prepare for shutdown.	Plan for a repair outage at the nearest opportunity. Until repaired, monitor machine closely.
DANGER	A severe problem. High risk of failure. Shut down to avoid secondary damage.	Correct problems immediately or at the first opportunity to avoid machine failure, unscheduled downtime, and secondary damage.

- Repair recommendation determined by the analysis, which may include, but are not limited to:
 - Alignment and Balancing
 - Belt adjustments/replacement
 - Sheave alignment/replacement/adjustment
 - Bearing replacement
 - Shaft replacement/repair
 - Rotor repair
 - Correction of looseness

Equipment List and Analysis Frequency

- Hot Water Pumps (5 Total).....Semi-Annual
 - HWP-1 thru HWP-5
- Chilled Water Pumps (5 Total)Semi-Annual
 - CHP-1 thru CHP-5
- CHW Booster Pumps (2 Total).....Semi-Annual
- Domestic H2O Boosters (4 Total)Semi-Annual

D. Sensor Calibration:

Preparation

- Provide a qualified technician for data collection and analysis
- Provide manufacturer recommended calibration kit
- Adhere to manufacturer recommended processes

Reporting

- Provide reports or certification for record keeping
 - A report shall be provided to the owner, and it shall include:
 - Equipment identification information.
 - Overall Equipment Condition Summary Page

Equipment List and Analysis Frequency:

- CO Sensor Calibration..... Semi-Annual
 - 30 Bowl Units
 - 12 Units in Loading Dock and South Parking
- NO2 Sensor Calibration
 - 12 Units in Loading Dock and South Parking.....Annual

EXHIBIT G

Trade Contract Template

(see attached)

SERVICES AGREEMENT

This Services Agreement (“**Agreement**”) is dated as of **xxxxxxx** and made and entered into by and between SMG, a general partnership existing under the Laws of the Commonwealth of Pennsylvania (“**SMG**”), and **xxxxxxxxxxxxxxxxxxxxxx** (“**Contractor**”).

BACKGROUND

A. The Minnesota Sports Facilities Authority (“**Authority**”) has engaged SMG as the manager for U.S. Bank Stadium (the “**Stadium**”), and SMG has authority to enter into agreements relating to the management and use of the Stadium and surrounding area (collectively with the Stadium, the “**Job Site**”).

B. Minnesota Vikings Football Stadium, LLC (“**Stadco**”) and Minnesota Vikings Football, LLC (the “**Team**,” together with Stadco, the “**Vikings**”) have entered into that certain Stadium Use Agreement, as amended (the “**Stadium Use Agreement**”), pursuant to which the Vikings use the Stadium for professional football games and other event purposes (“**Team Stadium Events**”). Team Stadium Events may be held in or about the Stadium and other locations around and on the Job Site.

C. SMG desires, along with the Authority and the Vikings, to obtain the services of Contractor to perform certain services at the Job Site, as more particularly described herein.

AGREEMENT

1. **CONTRACTOR’S SERVICES; PAYMENT.** During the term of this Agreement, Contractor shall perform those Services designated on **Exhibit A** attached hereto, and as necessary to maintain the Job Site in a clean, safe, and attractive state (the “**Services**”) at such times as SMG may require to meet SMG’s needs. All Services shall be provided in a professional and courteous manner, in accordance with the highest industry standards applicable to the Services, in accordance with all applicable legal requirements, and in a manner acceptable to SMG. The event schedule will dictate when and where work can occur on the Job Site. The Stadium is a very busy venue and Contractor coordination is paramount in the success of Events and Contractor Services. Contractor acknowledges and agrees that the Vikings have the right to consult with the Authority and SMG with respect to Stadium site operations and Team Stadium Events, and such consultation may require a change to the scope of the Services. As full compensation for the Services, SMG shall pay Contractor in accordance with the payment terms and conditions set forth in **Exhibit A** attached hereto.

2. **CONTRACTOR STAFFING AND MANAGEMENT.** Contractor will conduct appropriate background checks and other investigations, including without limitation criminal background, department of motor vehicles background, and substance abuse testing, on all employees, volunteers, and others acting for, or on behalf of, Contractor, consistent with applicable Laws and industry standards prior to their employment at the Job Site. No employee will be utilized who has a background including a criminal conviction including moral turpitude. Contractor shall provide an appropriate number of staff and supervisors, for the Services required. The Vikings, in consultation with SMG, shall have the right to request specific personnel of Contractor at established locations for each Viking game, which SMG and Contractor shall make best efforts to accommodate. If at any time SMG believes that any employee of Contractor is not satisfactory, SMG shall notify Contractor of the reasons for its dissatisfaction with such employee verbally and in writing and reserves the right to require replacement of such employee. Contractor shall promptly comply with such request. At the request of SMG, Contractor must provide copies of certified payroll records for auditing purposes.

3. **EVENT STAFF RESPONSIBILITIES.** Contractor's personnel shall be responsible for carrying out and complying with all Job Site rules, regulations, policies and procedures applicable to Contractor and issued by SMG to Contractor, all rules and regulations generally applicable to all employees working at the Stadium and the Job Site and, with respect to Team Stadium Events, any generally applicable rules of the National Football League, the Vikings and any other professional sports sanctioning bodies.

4. **LABOR REQUIREMENTS**

A. **Hiring, Training, and Supervision.** Contractor shall be responsible for hiring, training, supervising, and directing its employees. Contractor will not by any statement, act or omission express or imply to any of its employees or job applicants that SMG is an employer, co-employer, or joint employer of such individuals. Contractor will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.

B. **Women and Minority Recruitment; Equal Opportunity.** Contractor will make every effort to employ women and members of minority communities when hiring and for employment at the Job Site and the Services that Contractor will provide. Contractor will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, age, sex (including sexual orientation), pregnancy (including childbirth and related medical conditions), national origin, disability, religion, ancestry, familial status, status with regard to public assistance, gender identity, marital status, membership or activity in a local commission, military status, veteran status, or any other classification protected by applicable Law. Contractor's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless Contractor can demonstrate that the accommodation would impose an undue hardship. Contractor's policy will also include that it will reasonably accommodate an employee's religious beliefs or practices, unless doing so would cause more than a minimal burden on the operations of Contractor's business, which will allow an employee to practice his or her religion. Contractor's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in Contractor's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy. Contractor will undertake measures designed to eliminate discriminatory barriers based on the protected classifications above, including measures to ensure equal opportunity in hiring, upgrading, demotion or transfer, recruitment, layoff or termination, rate of compensation, and in any service or apprenticeship programs.

C. **Prohibited Substances.** Contractor will adopt and enforce policies that prohibit the use, possession, transfer, sale or being under the influence of illegal drugs or alcohol during working time, and off working time but in working areas of the Job Site. Such policies will include termination of employment and removal from the Job Site for violations, or such other disciplinary action that Contractor determines is suitable under its policies, as long as such action ensures that there will not be another violation. Contractor's staff will be prohibited from bringing any firearms or other deadly weapons (as identified by any local, state, or federal law enforcement agency) into the Job Site.

D. **Labor Harmony.** Contractor shall only employ labor in connection with the Contractor Work capable of working harmoniously with all trades, crafts, and any other Persons associated with the Project. The Contractor shall also use its best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance.

E. **Public Project.** The Parties agree and acknowledge that the Project is a public project and the Project will be used for public purposes and all of the Trade Contractor Work hereunder is in furtherance of a public project.

F. **Prevailing Wages.** The Contractor shall pay the prevailing wage rates, prevailing hours of labor, and hourly basic rates of pay determined for this Project, and will incorporate into this Contract Agreement the applicable wage determinations for Contractor Work along with language from the commissioner of the state Department of Labor and Industry that will notify the Contractor and its Subcontractors of the applicability of Minn. Stat. §§ 177.41 to 177.44 to this Project. The Contractor shall comply with prevailing wage requirements under Minn. Stat. §§ 177.41 to 177.43 or as otherwise required by the Contract Documents or Applicable Laws. The Authority shall demand and the Trade Contractor and its Subcontractors shall furnish to the Authority copies of any or all payrolls no more than fourteen (14) Days after the end of each pay period and said payrolls must contain all the data required by Minn. Stat. § 177.30. Contractor shall also utilize the an online labor tracking report if requested of the Authority. The Authority may also examine all records relating to wages paid to work to which Minn. Stat. §§ 177.41 to 177.43 apply.

5. **PROFESSIONAL IMAGE STANDARDS.** Employees must be in uniform at all times when on the clock. No sports or other logo(s), other than the U.S. Bank Stadium official marks approved by the Vikings and approved Vikings' logos and other Vikings' indicia, shall be visible while working. Contractor will be responsible for the purchase and upkeep of all uniforms for its staff. This includes uniforms for event and non-event staff. SMG, in consultation with the Authority and the Vikings, at its sole discretion will determine the uniform including color, style, print size and logo placement. SMG reserves the right to place a U.S. Bank Stadium logo, Vikings indicia, and Authority indicia on the Contractor's uniform at no cost. Contractor shall enforce a footwear policy precluding open-toed shoes, sandals and shoes with excessive wear.

6. **REPORTING AND ACCOUNTABILITY.** Contractor shall submit to SMG, full, correct and legible copies of the following, completed and in a form satisfactory to SMG: (i) within twenty-four (24) hours of completion of any Services, submit a time and material report summarizing the Services completed; and (ii) within four (4) hours following an incident, submit an accident report summarizing what happened and steps to prevent the same from happening in the future.

7. **INSURANCE.** Contractor shall obtain and maintain in force at all times during the term of this Agreement as a direct cost of operation, insurance coverage as indicated below. Such coverage will be obtained from an insurance company authorized and licensed to do business in the State of Minnesota with a Best's Insurance Reports rating of no less than A VIII. Such insurance shall, to the maximum extent permitted by Law, cover Contractor's Indemnification obligations pursuant to this Agreement, and all claims and suits of any kind whatsoever arising from the Services provided by Contractor. Should any required coverage be written with a self-insured retention or deductible, said self-insured retention or deductible shall be the sole responsibility of Contractor, and such insurance shall apply, as respects SMG, as if no such self-insured retention or deductible was in place; **provided, however,** such self-insured retention shall not exceed \$25,000.

A. **Comprehensive General Liability.** Comprehensive General Liability Coverage in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the annual aggregate for the Job Site. This coverage must be written on an occurrence form. Claims-made policies are unacceptable. This insurance shall provide coverage from and against any claim for property damage, bodily injury, or personal and advertising injury. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the indemnification provisions set forth in **Section 8** in this Agreement. All such coverage shall be primary and non-contributory with respect to any coverage held by the Indemnified Parties.

B. **Workers' Compensation and Employers Liability.** Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of Contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimum amount of \$1,000,000.00.

C. **Comprehensive Automobile Liability.** Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00. Such coverage shall include all owned, non-owned, leased and/or hired motor vehicles which may be used by Contractor in connection with the Services.

D. **Excess Liability.** Excess Liability Coverage, in the minimum amount of \$10,000,000.00, which shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or policies shall be specifically endorsed to be excess of the required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile Liability policy.

E. **Personal and Business Property.** Insurance against loss and/or damage to personal and business property of Contractor upon the Job Site by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property used at the Job Site. Such insurance shall provide coverage for the property of others in the care, custody and control of the Contractor. The parties agree to amend the provisions of this **Section 7.E** from time to time as necessary when, in the reasonable discretion of SMG, it is necessary to ensure there is adequate insurance coverage for the operations of Contractor at the Job Site.

F. **Additional Insureds.** The required Comprehensive General Liability Coverage, the Employers' Liability Coverage on the Workers' Compensation policy, the Comprehensive Automobile Liability Coverage and the Excess Liability Coverage shall name the following as additional insureds: SMG; the Authority (Minnesota Sports Facilities Authority); the Vikings (Minnesota Vikings Football Stadium, LLC and Minnesota Vikings Football, LLC); and each of their respective parents, subsidiaries and affiliates, and their respective owners, partners, members, managers, shareholders, officers, directors, employees, agents, servants, heirs, successors, assigns, administrators, personal representatives and other representatives. All required policies shall be primary to any other insurance maintained by the additional insureds which other insurance shall be excess and non-contributory thereto. Each additional insured shall be provided the same coverage as the named insured, including cost of defense.

G. **Third Party Crime Coverage.** Contractor shall provide to SMG Third Party Crime Coverage in an amount not less than \$100,000 covering all Contractor's personnel under this Agreement for each loss, to reimburse SMG for losses experienced due to the dishonest acts of Contractor's employees, dishonesty, forgery or alteration, theft, disappearance and destruction inside and outside the Job Site, and robbery and safe burglary inside and outside the Job Site. Notwithstanding the foregoing, if any employees of Contractor will handle cash or have access to any point of sale system or assets of SMG, the Vikings, or the Authority, such coverage shall not be less than \$1,000,000.

H. **Copies of Policies.** Certified copies of all required policies and certificates which evidence such coverage being in place will be promptly delivered to SMG and the Vikings prior to the commencement of the term of this Agreement. All such policies shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least 90 days prior notice to SMG and the Vikings, such prior notice being mandatory and not the best efforts of the carrier to notify. Said notice shall be sent to SMG and the Vikings by Certified Mail, return receipt requested. Prior to the expiration of the required coverage, Contractor will provide SMG and the Vikings with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this Agreement.

I. **Waiver of Subrogation.** All policies shall contain waivers of the rights of recovery and subrogation in favor of all the additional insureds identified in **Section 7.F** above.

8. **INDEMNIFICATION.** To the fullest extent permitted by Law, Contractor shall protect, indemnify, defend and hold harmless SMG, the Authority, the Vikings, and each of their respective parents, subsidiaries and affiliates and their respective owners, partners, members, managers, shareholders, officers, directors, employees, agents, heirs, successors, assigns, administrators, personal representatives and other representatives (collectively the “**Indemnified Parties**”) from and against any and all claims, losses, liabilities, demands, damages, obligations, fines, penalties, awards, judgments, costs, and expenses (including reasonable attorney’s fees), in Law or in equity, for bodily injury, personal injury, illness, disease, death, damage to property, violation of Laws, or other loss, arising from, in connection with, or incident to any claim, demand, investigation, or suit of any kind or nature which any entity or person (including employees or agents of Contractor) may make against any of the Indemnified Parties, arising from, in connection with, or incident to: the Services, whether by act or omission, provided by or to be provided by, Contractor; Contractor’s failure to comply with any and all contractual obligations hereunder, or any Laws (federal, state, foreign, local and municipal regulations, ordinances, statutes, rules, laws and constitutional provisions applicable to Contractor’s Services); any unlawful act on the part of Contractor, its officers, agents, employees and subcontractors; any environmental liabilities or conditions caused by Contractor; or the breach or default by Contractor of this Agreement. Contractor specifically agrees that its obligations in this **Section 8** include indemnification of an Indemnified Party that engages in negligent conduct or is otherwise liable or alleged to be negligent or otherwise liable. The indemnification obligations of Contractor are not limited or in any way affected by the insurance requirements set forth in this Agreement. The requirements of this **Section 8** shall survive termination of this Agreement indefinitely, or until all obligations of this Agreement are satisfied.

9. **NOTICES.** All notices, requests, consents, approvals or other communications required under this Agreement will be in writing and will be deemed to have been properly given if served personally, or if sent by United States registered or certified mail, or overnight delivery service to the Parties as set forth on the signature page of this Agreement (or at such other address as a Party may from time to time designate by notice given pursuant to this **Section 9**).

10. **DEFAULT AND TERMINATION.** Contractor shall be in default under this Agreement if any of the following occurs: (i) Contractor or any of its officers, employees or agents fails to perform or fulfill any term, covenant, or condition contained in this Agreement and Contractor fails to cure such default within three (3) business days after SMG or the Vikings provides Contractor written notice of such default; or (ii) Contractor makes a general assignment for the benefit of creditors; or (iii) Contractor breaches any of its representations and warranties hereunder. SMG shall be in default under this Agreement if SMG fails to perform or fulfill any term, covenant, or condition contained in this Agreement and SMG fails to cure such default within thirty (30) business days after Contractor provides SMG written notice of such default. SMG shall not be deemed to be in default under this Agreement if SMG fails to pay any of the fees due hereunder as a result of Contractor’s default under this Agreement. Nothing herein shall be construed as excusing either party from diligently commencing and completing a cure within a lesser time if reasonably possible. Upon a default, the nonbreaching party may, at its option, upon written notice or demand upon the other party, immediately cancel and terminate this Agreement.

11. **CONTRACTOR WORK.**

A. **Safety Programs.** The Contractor shall control and be responsible for establishing and enforcing its safety programs. The Contractor will also take reasonable precautions for the protection of the Contractor Work, third-party materials and equipment stored on the Job Site in accordance with the Contractor’s direction, and other property at or on Adjacent Property to the Job Site.

B. **Permits.** The Contractor shall secure, pay for, and, as soon as practicable, furnish SMG with copies or certificates of all permits and fees, licenses, and inspections necessary for the proper execution and completion of the Contractor Work. The Contractor shall deliver certificates of inspection, use, and occupancy to SMG upon completion of the Contractor Work in sufficient time for occupancy or use of the Contractor Work in accordance with the Construction Schedule.

C. **Contractor's Construction Schedule.** The Contractor shall prepare, in consultation with SMG, a Construction Schedule in critical path method format. In no event shall SMG be responsible for any costs incurred by Contractor due to its responsibility to coordinate its Contractor Work with the normal operation of the Stadium or the work of other contractors. The Job Site is a very busy event focused venue and the events take precedence over the work of the Contractor.

D. **Shop Drawings, Product Notes and Samples.** The Contractor shall perform no portion of the Contractor Work until the associated Shop Drawings, Product Data, Samples, or similar Submittals related to that Contractor Work has been reviewed and approved by SMG. Such Contractor Work shall be in accordance with approved Submittals.

E. **Cutting and Patching.** The Contractor shall be responsible for cutting, fitting, or patching required to complete the Contractor Work or to make the Contractor Work fit together properly or any damages caused to other work thereby.

F. **Cleaning Up.** The Contractor shall keep the premises of the Contractor Work and all surrounding areas to the Job Site free of debris or obstructions arising out of the Contractor Work. If the Contractor fails to cleanup as required, SMG may, but shall not be obligated to, perform the Contractor's cleanup and charge the cost thereof to Contractor.

G. **Time.** The Contractor shall perform the Contractor Work expeditiously, efficiently, and safely in accordance with the Construction Schedule. Contractor shall achieve Substantial Completion of the Contractor Work within the time frames specifically described in **Exhibit A**.

H. **Subcontractor Work.** Contractor shall ensure that each Subcontractor's work is satisfactory and in good order pursuant to the Contract Documents pending the issuance of a final Certificate of Payment and the Contractor shall be responsible for ensuring that the correction of defects or Contractor Work not performed regardless of whether or not such defects were apparent when such certificates were issued.

I. **Correction of Work.** The Contractor shall, at its own expense, promptly correct Contractor Work rejected by SMG or the Authority for failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Contractor Work, including additional Testing and inspections and compensation for SMG's or a Consultant's services and expenses made necessary thereby.

12. **REPRESENTATIONS AND WARRANTIES.** Contractor hereby represents and warrants as follows: (a) Contractor has the full power and authority to enter into this Agreement and perform each of its obligations hereunder; (b) Contractor is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement; (c) No litigation or pending or threatened claims or litigation exist which do or might adversely affect Contractor's ability to fully perform its obligations hereunder or the rights granted by Contractor to SMG under this Agreement; and (d) Contractor's performance under this Agreement shall be in compliance with applicable laws, statutes, rules,

ordinances, permits and regulations (collectively, the “**Laws**”) and Contractor shall obtain, prior to its performance under this Agreement, and maintain any and all applicable permits, licenses and certifications with all applicable governmental authorities necessary or required by Law to provide the Services at Contractor’s cost, including any permits required to do business in Minnesota.

13. **COVENANTS.** Contractor hereby covenants as follows: (a) Contractor shall not occupy or use the Job Site, nor shall interfere with the activities of the Job Site, except as is reasonably necessary to perform the Services hereunder; (b) Contractor shall not make any alterations or improvements to the Job Site without the prior written consent of SMG; (c) Contractor shall not operate any equipment or materials belonging to SMG without the prior written approval of SMG; (d) No portion of any passageway or exit at the Job Site shall be blocked or obstructed in any manner whatsoever, and no exit door or any exit shall be locked, blocked, or bolted while the Job Site is in use; (e) All designated exitways at the Job Site shall be maintained in such manner as to be visible at all times; and (f) No motorized vehicles will be operated in public areas from 30 minutes prior to gate opening and until SMG announces that the Stadium is safely secured.

14. **CONFIDENTIALITY.** All Information disclosed by SMG, the Authority, and the Vikings to Contractor shall remain the property of disclosing party and shall be kept secret and confidential and shall not be used in any manner by Contractor other than for the purpose of performing its Services under this Agreement. If requested by SMG, Contractor shall cause each of its officers, employees, and permitted consultants, subcontractors, and agents assigned to or otherwise involved in performing such Services to agree to be bound by this Agreement as a condition of the continued provision of the Services hereunder. “**Information**” shall mean all information relating to SMG, the Authority, and the Vikings, their respective businesses, or the Job Site that is disclosed prior to the date hereof or to be disclosed after the date hereof in writing (regardless of whether such information is marked confidential or proprietary), or by oral communication by SMG, the Authority, or the Vikings to Contractor. Information shall also include the fact that the parties have entered into this Agreement for the provision of the Services. Contractor agrees that the provisions of this Agreement are reasonable and necessary to protect the interests of SMG, the Authority, and the Vikings, and that SMG’s, the Authority’s, and the Vikings’ remedies at Law for a breach of any of the provisions of this Agreement will be inadequate and that, in connection with any such breach, SMG, the Authority, and the Vikings, as applicable, will be entitled, in addition to any other available remedies (whether at Law or in equity), to temporary and permanent injunctive relief without the necessity of proving actual damage or immediate or irreparable harm, or of the posting of a bond. Notwithstanding the foregoing, if a court of competent jurisdiction shall determine any of the provisions of this Agreement to be unreasonable, Contractor agrees to a reaffirmation of such provisions by such court to any limits which such court finds to be reasonable and that Contractor will not assert that such provisions should be eliminated in their entirety by such court. The obligations in this **Section 13** shall survive indefinitely.

15. **TERM AND TERMINATION.** Subject to earlier termination pursuant to **Section 10**, the term of this Agreement shall commence on the date hereof and terminate on **xxxxxxx**. Notwithstanding the foregoing, SMG may terminate this Agreement at any time by providing Contractor a minimum of 15 days’ prior written notice of such termination.

16. **GENERAL.** This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by Contractor, and Contractor may not delegate any of its obligations or responsibilities hereunder, without the prior written consent of SMG, which may be withheld in SMG’s sole and absolute discretion. Any purported assignment or transfer of this Agreement by Contractor without SMG’s prior written consent shall be void and of no legal effect. SMG and Contractor shall each be and remain an independent contractor with respect to all rights and obligations arising under the Agreement. Each party agrees to report and pay its own taxes imposed on its income by any jurisdiction, including, without

limitation, state and federal income tax. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement. This Agreement and its executed counterparts may be transmitted electronically and, as received, be treated an original. If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or remaining provisions shall not be affected thereby. Except as set forth below, this Agreement shall not give any person or entity, other than the parties hereto and their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement. Notwithstanding the foregoing, the Authority and the Vikings are each direct and intended third party beneficiary of this Agreement, and have the direct right to enforce the terms of this Agreement.

17. **GOVERNING LAW AND VENUE**. This Agreement shall be governed, interpreted and enforced in accordance with the internal Laws of the State of Minnesota, without regard to applicable conflicts-of-law provisions. The parties agree that the exclusive venue for any actions arising under or relating to this Agreement and the rights, responsibilities and duties of the parties hereunder, shall be the federal or state courts located in Hennepin County, Minneapolis, Minnesota.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representative.

SMG:

By (Signature): _____

Print Name and Title: _____

Date: _____

Address for Notices:

John Drum
Interim General Manager
1005 4th Street South
Minneapolis, MN 55415

Contractor:

By (Signature): _____

Company: _____

Print Name and Title: _____

Date: _____

Address for Notices:

[SIGNATURE PAGE TO SERVICES AGREEMENT]

EXHIBIT A

CONTRACTOR'S SERVICES

Contractor's Services shall be assigned by SMG, but can include, but not be limited to, the following:

[Insert Services]

PAYMENT TERMS AND CONDITIONS

[Insert payment terms]