

Minnesota Sports Facilities Authority in Conjunction with the Minnesota Vikings LLC
New Multipurpose Stadium
Premium Food Service Provider – Request For Proposals
Minneapolis, MN 55415

ADDENDUM NO. ONE

March 28, 2013

This Addendum forms a part of the contract Documents and modifies the request for proposal dated March 22, 2013. **Acknowledge receipt of this Addendum in your proposal cover letter.** Failure to do so may subject Proposer to disqualification. The Proposer is responsible for determination of proposal requirements affected by Addendum items.

This Addendum consists the following:

Revisions:

1. Labor Peace Agreement (ADD)

A. **Labor Peace.** It is the policy of the Minnesota Sports Facilities Authority (“MSFA”) to minimize the potential for labor-management disputes that might interrupt food and beverage (“food and beverage services”) or inconvenience the fans. Accordingly, MSFA has a policy of using contractors who are signatory to a collective bargaining agreement or other valid contract that prohibits work stoppages and provides for a streamlined method for resolving labor disputes. As a condition of operating at the new stadium, the Contractor shall be or become signatory to a collective bargaining agreement or other valid contract (“Labor Peace Agreement”) with any labor organization seeking to represent the food and beverage services employees, which must contain provisions prohibiting the labor organization, and in the case of a collective bargaining agreement, all employees covered by the agreement, from engaging in picketing, work stoppages, and other economic interference at the new stadium and prohibiting the Contractor from locking out employees. The Labor Peace Agreement must further provide that all disputes relating to employment conditions or the negotiation thereof shall be submitted to final and binding arbitration. The Labor Peace Agreement must have a duration

of at least three years from the commencement of food and beverage operations at the new stadium.

B. **Workforce Continuity.** It is the policy of the MSFA to promote stability and continuity of the workforce providing food and beverage services to the fans. Accordingly, MSFA and Contractor shall enter into an agreement prior to the hire of employees who would provide food and beverage services under the agreement providing for workforce continuity. Pursuant to the agreement, Contractor shall acknowledge that both MSFA and the Vikings desire to have the food and beverage services workers presently employed in the Hubert H. Humphrey Metrodome/ Mall of America Field ("Metrodome") to continue, to the extent possible, to be employed in the food and beverage services at the new stadium. Contractor shall agree to hire the workers who were employed in the food and beverage services at the Metrodome by Centerplate for food and beverage services jobs, as defined in Paragraph 3 below, at the new stadium.

C. **Definition.** "Food and beverage services employees" shall mean all food and beverage services employees, including but not limited to vendors, standworkers, distribution workers, vendor preps, stand managers, assistant stand managers, cooks, bartenders, dishwashers, servers, bussers, cashiers, hosts, runners, expeditors, bar porters, and catering attendants, or employees in classifications called by different names who perform food and beverage services, employed by the Contractor at the new stadium and adjacent MSFA property, excluding supervisors, office clerical employees, and all other employees including guards as defined in the National Labor Relations Act.