



REQUEST FOR PROPOSAL

Event Merchandise Sales

FOR U.S. BANK STADIUM IN MINNEAPOLIS, MINNESOTA

July 14, 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.

ASM Global, acting on behalf of the Authority, has been retained to manage and operate the stadium. ASM Global is soliciting Request for Proposals ("RFP"). This shall be referred to as the "Project" in this RFP. To that end, the ASM Global has prepared this RFP for Event Merchandise Sales. Those who respond to this RFP shall be referred to as "Proposers".

The Specification Documents identifying and indicating the scope of the Project are also incorporated within this RFP as **Exhibit 1**. This scope will be under contract for three (3) years.

B. Intent and Process of the Request for Proposal

This RFP is focused on the selection of a Proposer who will provide the best value to ASM Global in regards to event merchandise sales during major stadium events like concerts.

Proposers should have experience in the field similar to service described in this RFP. It is the desire of ASM Global 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 Authority has developed an Equity Plan, which is available on the Authority's website, and each Proposer should provide details describing how they will optimize the participation and utilization of appropriate workforce, MBEs and WBEs in the Proposers' performance of the Window Cleaning project.

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 event merchandise sales for concerts at major sports venues.
- In-house capacity to provide management, coordination, and scheduling for the work.
- Positions should be staffed by trained, qualified, and competent professional personnel.
- U.S. Bank Stadium is an active venue hosting a variety of events during the course of this Project's timeline.
- Proposer must provide evidence/documentation at the time of award, that they are able to provide event merchandise sales in the State of Minnesota.

Please see **Exhibit 1** for additional scope requirements.

D. Requested Qualifications

ASM Global 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 ASM Global that Proposers responding to the RFP have the following qualifications:

- Experience history with Event Merchandise Sales similar to the Project described in this RFP; and
- Ability to provide detailed count-in, sales, count-out and settlement protocols for the work
- Experience with merchandise sales inside sports/entertainment venues, working off hours, and staffing events (variable staffing numbers based on size of events).

E. RFP Timeline

Advertise and issue Request for Proposals	July 14, 2022
Pre-proposal Meeting (by appointment only)	July 18 – July 22, 2022
Written Questions Due	July 25, 2022 by 5pm (CST)
Proposals Due	August 8, 2022 by 12pm (CST)
Interviews of Shortlister Proposers	August 15 – 19, 2022
Final Negotiations	August 22 – 26, 2022
Selection of Provider	September 7, 2022
Project Start	October 1, 2022

Site visit is available prior to submitting a Proposal. Contact John Drum at jdrum@usbankstadium.com and Ann Dunne at adunne@usbankstadium.com to schedule both the pre-proposal meeting and, if desired, site visit.

By submitting a Proposal, the Proposer affirms that this timeline can be met.

F. 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. If the proposed form of entity is a joint venture, please identify each joint venture participant and their respective percentage of ownership.
- Provide a summary, on one page or less, describing why the Proposer is the most qualified to be the Provider for the Project.
- Proposer agrees that if it is proposing any services, it shall obtain worker’s compensation insurance, vehicle insurance, and any other insurance required by applicable law or regulation. Proposer also agrees that it shall maintain commercial general liability insurance in commercially reasonable amounts, and that proposer shall provide upon request a certificate of insurance evidencing such coverage and additional insured status as requested.
- Complete and submit a fully executed confidentiality agreement.
- Submit response to State of Minnesota “Affirmative Action Data” form, “Statement of Non-Collusion”, “MN Dept of Human Rights – Certificate of Compliance”, and “Acknowledgement and Attestation” forms

G. Proposals

Proposals are due by August 8, 2022 by 12pm (CST)

The electronic copy should be sent via email to:

- John Drum at jdrum@usbankstadium.com
- Ann Dunne at adunne@usbankstadium.com

Questions or Inquiries. All questions must be submitted via email July 25, 2022 by 5pm (CST) to:

- John Drum at jdrum@usbankstadium.com
- Ann Dunne at adunne@usbankstadium.com

H. Submittal Requirements: Evaluation of Proposals

Proposers shall include the following items in their Proposal. As described below, ASM Global 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 ASM Global in its sole discretion, will then be short-listed and may be selected to enter into final discussions and negotiations with ASM Global, as a result of which ASM Global 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. Description of Proposer – provide a brief company overview including history, size, number of employees, affiliated companies, etc. The same information should be provided for any identified subcontractors or joint venture partners that would be working on the contract.

2. Experience of Proposer – List relevant company experience within the past five (5) years, including current contracts and references. In particular, identify any experience on contracts similar in scope and size to the services sought under this request for proposal. Proposer must have at least five (5) years' experience performing event merchandise services for large venues with the capacity of at least 12,000 - 70,000. Information should include any and all joint venture partners.

3. Contract Organization – Identify and explain the specific organization of the proposed project team, including key personnel and how this project fits in with other areas of your company's operation.

4. Experience of Key Personnel – Briefly summarize the experience of key personnel and managers who would be working on this contract. Onsite manager must be named in this proposal and the onsite manager must have at least three (3) years of experience performing event merchandise sales with a seating capacity of at least 12,000 - 45,000 and performing medical services. SMG reserves the right to interview and approve the onsite manager.

5. Event Merchandise Services Work Plan – Present a general plan of approach for meeting event merchandise specifications.
 - Organize tasks and job duties to be performed.
 - Approximate number of staff, supervisors and event managers assigned to different tasks.
 - Number of merchandise stands per crowd size.
 - Hiring process.

- Provide a detailed description of your inventory sheets.
- Provide a recommendation on accounting procedures as it relates to settlement, cash, credit cards, any short or overage that may exist, final settlement night of show.
- Equipment to be utilized; provide a detailed list.
- Carts, tugs, pallet jacks to be utilized; provide a detailed list.
- Ability to set up outside stands if requested.

Commercial Terms – 400 Points

1. Price. Based on the anticipated scope of work and the staffing plan for a sold out 50,000 – 60,000 person event, please provide a detailed break-out of percentage split with U.S. Bank Stadium. :

- All direct costs;
- Number of credit card processors for a cash-free sales operation;
- Minimum percentage increase;
- Bootleg security

Interview – 200 Points

1. Interview. ASM Global 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 date under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority.

ASM Global 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.

I. Minnesota Government Data Practices

All Proposals are subject to the Minnesota Government Data Practices Act (the "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.

J. Labor Requirements

In response to this request for proposal, Proposer hereby warrants and represents that, as a condition of the award of a contract to provide services at the Stadium, it agrees to, and will comply with, the following terms and conditions pertaining to the employment of its employees at the Stadium and the services that Contractor will provide there.

1. Proposer will be responsible for hiring, training, supervising, and directing its employees. Proposer will not by any statement, act or omission express or imply to any of its employees or job applicants that ASM Global is an employer, co-employer, or joint employer of such individuals. Proposer will compensate its own employees and comply with all applicable tax and other legal requirements for their employment.
2. Proposer will use its best efforts to recruit and employ employees who will be proficient and productive in their jobs and courteous to patrons and to others working at the Stadium.
3. Proposer will make every effort to employ women and members of minority communities when hiring for employment at the Stadium.
4. Proposer will adopt and comply with equal employment opportunity policies that prohibit discrimination and harassment against applicants and employees on the basis of race, creed, color, 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. Proposer's policy will also include that it will reasonably accommodate the known disability of a qualified person with a disability unless Proposer can demonstrate that the accommodation would impose an undue hardship. Proposer'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 Proposer's business, which will allow an employee to practice his or her religion. Proposer's policy will also include strict prohibitions against retaliation against any individual for reporting a violation of the policy, cooperating in Proposer's investigation of a reported violation of the policy, or being associated with a person who reported a violation of the policy.

5. Proposer will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in (e) 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.
6. Proposer 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 Stadium. Such policies will include termination of employment and removal from the Stadium for violations, or such other disciplinary action that Proposer determines is suitable under its policies, as long as such action ensures that there will not be another violation.
7. Proposer will implement, and demonstrate to the satisfaction of ASM Global its compliance with, a policy regarding labor peace. This includes, without limitation, a policy that minimizes the potential for labor disputes that might interrupt services at the Stadium or inconvenience fans, by undertaking the following:
 - Proposer will be or become a party to a labor peace agreement with any labor organization seeking to represent Proposer's employees when working at the Stadium, and which contains at a minimum provisions during the labor organization's organizing efforts:
 - Prohibiting the labor organization from engaging in or encouraging picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Stadium; and prohibiting Proposer from engaging in a lockout of Proposer's employees at the Stadium;
 - For final and binding arbitration of any dispute over the labor organization's organizing efforts, the economic conditions of the employees, and other mandatory subjects of bargaining and the negotiation thereof; and
 - For a duration of at least three years from commencement of Proposer's services at the Stadium;
 - When a labor organization represents Proposer's employees who are or will be employed at the Stadium, being a signatory to a collective bargaining agreement or other valid contract with such labor organization which contains at a minimum provisions:

- Prohibiting the labor organization and Proposer’s employees from engaging in picketing, strikes, work stoppages, sympathy strikes, slowdowns, or any other economic interference of any kind or nature whatsoever at the Stadium; and prohibiting Proposer from engaging in a lockout of Proposer’s employees at the Stadium; and
 - For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract.
8. Proposer will provide proof of workers’ compensation insurance in the amount of at least one million dollars for each covered workplace injury, illness, and any other conditions subject to the Minnesota’s Workers’ Compensation Act.
 9. Proposer will ensure that its employees will comply with all rules and regulations applicable to employees working at the Stadium.
 10. Proposer’s employees will wear neatly attired clothing that adequately identifies them as employees of Proposer.

ASM Global requires the following qualifications for all event staff and management providing services at U.S. Bank Stadium:

- Background on last five (5) years or as reasonably available.
- No criminal background or any conviction involving moral turpitude.
- Must be a regular full or part time employee of the contractor.
- Must be able to verbally communicate in a clear, distinct and courteous manner.
- Must be able to write clear and accurate reports and be able to complete any and all types of reports.

K. List of Exhibits

Exhibit 1	Project Scope Documents
Exhibit 2	Services Agreement
Exhibit 3	Confidentiality Agreement
Exhibit 4	Non-Collusion Affidavit
Exhibit 5	Minnesota Department of Human Rights – Certificate of Compliance
Exhibit 6	Acknowledgement and Attestation Form
Exhibit 7	Equity Plan Targeted Business Commitment and Information Form

EXHIBIT 1

Project Scope Documents

This contract will be in effect from October 1, 2022 to October 1, 2025.

Background

U.S. Bank Stadium hosts approximately 20 major events per year.

- 10 – National Football League, Minnesota Vikings, Home Football Games + Additional Playoffs
- 2-3 – Monster Truck and SuperCross Events
- 3-5 – Major Concert Acts
- 1-2 – National and International Sporting Events

U.S. Bank Stadium will also host more than 300 small to medium sized events per year.

- NCAA Baseball Games (75 +/- games)
- High School Football and Soccer Playoff Games and Championships
- Several Flat Shows and Field Events
 - Trade Shows
 - Expositions
 - Galas
 - High School Graduations
- A very robust event schedule in Clubs, Concourses, and on the Exterior Plaza.
 - Smaller Trade Shows (Exterior Plaza and/or Concourses)
 - Corporate Meetings, Private Dinners, Training/Conference Events, Weddings, Receptions, Bar Mitzvahs, Fund Raisers, etc. in the Club Spaces (7 Clubs total).

GENERAL CONDITIONS

1. All equipment and materials required to perform this contract will be purchased by and be the property of the Proposer. ASM Global will provide staging areas and storage space for the use of the Proposer's personnel and for the on-site storage of the equipment and supplies.

2. Professional Image Standards
 - A. The Proposer will be responsible for the purchase and upkeep of all uniforms for its staff. This includes uniforms for event and non-event staff. ASM Global at their sole discretion will review and approve the Proposer's uniform plan including nametags.

 - B. Uniform standards and employee appearance must be maintained in a first class manner. Employees must be in uniform at all times when on the clock. Employees are not to wear soiled uniforms and piercings are to be kept to a minimum. No sports logo(s) other than the U.S. Bank Stadium official marks should be visible while working.

3. Facility Policies and Procedures

- A. Employees of the Proposer shall adhere to all established security procedures at the facility. Each employee must have an independent criminal background check conducted prior to being issued a credential for access to U.S. Bank Stadium. When an employee enters or exits U.S. Bank Stadium they must sign in and sign off premise using the ABI time clocks, while displaying their identification badge. The Identification badge must be worn at all times while working in and around the stadium. Should ASM Global observe any undesirable conduct by a Supervisor; they shall immediately notify the Proposer verbally, followed by written notification to the Proposer.
- B. ASM Global will have the right to cause the immediate removal of any employee of the Proposer from the stadium premises if ASM Global determines that such employee is engaging in conduct detrimental to users of U.S. Bank Stadium, to fans of the stadium or to the safety or proper operation of the stadium facility as a whole. The Proposer shall be responsible for the conduct of that employee and liable for any action or inaction of that employee while performing under the contract.
- C. The Proposer will be required to obtain appropriate insurance coverage, including employee dishonesty coverage in form and amount of reasonably accepted to ASM Global.
- D. Proposer, when required, shall coordinate and or adjust employee's schedules to accommodate all events held at U.S. Bank Stadium.
- E. All Proposers' employees are asked to attend a U.S. Bank Stadium wide Customer Service training session to be eligible to work in the stadium.

4. Event Merchandise Services

- A. It is the responsibility of the Proposer to provide the following equipment to perform the job:
 - i. Radios
 - a. All radios must be integrated into U.S. Bank Stadium radio system or a satisfactory approved alternative in order for all Proposer radios to be contacted by ASM Global personnel.
 - ii. Ear Pieces
 - a. Ear pieces must be worn at all times by stand supervisors.
 - iii. All necessary on-site equipment for providing merchandising services both inside and outside of the stadium.
 - iv. All necessary carts/golf carts.
- B. Proposer will be responsible for ordering telephone, fax and internet access through ASM Global IT department.
- C. ASM Global will make available Internet through the Local Area Network.

EVENT MERCHADNISING SPECIFICATIONS

SPECIFICATION OF SERVICES

- 1. The Proposer will provide appropriate number of staff and merchandise sellers.
- 2. Sellers should be staffed by trained, qualified and competent professional personnel.

- A. Except as expressly approved by ASM Global, the Proposer shall not be permitted, without the prior written consent of ASM Global, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder or under any resulting contract. Such prohibition shall require the Proposer and any approved subcontractor to provide its services only through its own employees, i.e., neither the Proposer nor any approved subcontractor shall be permitted to hire or use independent contractors or subcontractors or temporary employees to provide the services required of the Proposer hereunder.
- B. All employees should be properly trained

3. The Proposer and the Onsite Manager or Supervisor will report to and take direction from the Assistant General Manager or Director of Events and/or his designated assistant. Staffing requests, event times, pre and post times and duties will be communicated to the Proposer in writing. Such information will be given to the Proposer as soon as possible. ASM Global retains the right to make adjustments in the number of staff requested, times, locations, and duties five (5) days prior to the actual commencement of coverage.

LICENSE AND INSURANCE REQUIREMENTS

The successful Proposer will be required to obtain and maintain in force at all times during the term of the agreement as a direct cost of operation, insurance coverage as directed by ASM Global. 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-. It is anticipated that such coverage shall include the following:

- a. Comprehensive General Liability Coverage in the amount of \$2,000,000.00 per occurrence and per location. This coverage must be written on an occurrence form. Claims made policies will be unacceptable. This insurance shall provide coverage, from and against any claim for property damage or bodily injury arising out of the operations of the Proposer. This coverage shall include blanket contractual liability insurance and such coverage shall make express reference to the indemnification provisions set forth in this agreement.
- b. Workers' Compensation and Employers Liability Coverage, as statutorily required by the State of Minnesota for all employees of Proposer. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- c. Professional liability coverage including Medical Malpractice Coverage with limits of at least \$5,000,000.
- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00 shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles which may be used by Proposer in connection with the services required under Agreement
- e. Excess Liability Coverage, in the amount of \$10,000,000.00 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.
- f. Insurance against Loss and/or Damage to Proposer's property and other personal and business property of Proposer upon the premises 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 in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of Proposer.

- g. All such insurance coverage, with the exception of Workers' Compensation, shall name ASM Global, MSFA and Minnesota Vikings and their employees, agents, officers and directors as additional insured there under.
- h. Evidence of such coverage being in place will be promptly delivered to ASM Global prior to the commencement of the term of this proposal. All such coverage shall be endorsed to indicate that coverage will not be materially changed or canceled without at least 90 days prior notice to ASM Global, such prior notice being mandatory and not the best efforts of the carrier to notify. Prior to the expiration of the required coverage, Proposer will provide ASM Global with evidence of the renewal of all coverage required on at least the same terms and conditions as originally required for this agreement.
- i. All policies should contain a waiver of subrogation in favor of the ASM Global, MFSA and Minnesota Vikings and any and all parties deemed necessary.

SUPPLEMENTAL REQUIREMENTS

1. No motorized vehicles will be operated in public areas from 30 minutes prior to gate opening and until ASM Global announces that the stadium is safely secured.
2. Merchandise buy-outs
 - a. Proposer will never be entitled to a merchandise buy out for any event (i.e. Feld Entertainment, High School Sports, etc.).
3. Right to Decline Work
 - a. Proposer shall be required to provide merchandise services for all requested events and cannot selectively decline a particular service.
4. Year Round/Daily Requirements
 - a. Proposer will provide merchandise services required to all non-game "Authority Events" throughout the year (concerts, conferences, charity events, etc.) when needed. Staffing for Authority will require nighttime, weekend, and holiday work.

EXHIBIT 2 – Services Agreement

Sample copy to be provided during Interviews of Shortlister Proposers

EXHIBIT 3 – Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

(To Be Included Submitted with Proposal)

This Confidentiality Agreement (the "Agreement") is made and entered to as of the day of _____ 202_, by and between ASM Global and _____ ("Proposer") relating to the work at U.S. Bank Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". ASM Global, the Minnesota Sports Facilities Authority ("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 as a result of a disclosure made by Project Participants 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 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 _____, 202_

("ASM Global") – printed name and signature

("Proposer") – printed name and signature

WITNESS:

(If Proposer is a Corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

EXHIBIT 4 – Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

U.S. Bank Stadium
RFP

I, _____ (Name), being first duly sworn, state that I am the
_____ (office held) of _____ (name of
Company/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 submitted RFP. 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 5 – Certificate of Compliance



State of Minnesota/Metropolitan Agencies – MDHR Certificate of Compliance

The Request for Proposals or Request for Bids solicitation you responded to may require you to have or to obtain a Certificate of Compliance from the Minnesota of Department of Human Rights (MDHR). Please fill out and submit this form with supporting documentation. The bid-award agency will not review your proposal or bid until MDHR and the bid-award agency review this form and/or supporting documentation.

Option A – We have employed more than 40 full-time employees on any single day in any state during the previous 12 months. Please check the applicable box below.

We have a MDHR Certificate of Compliance. Attached is the Certificate.

We don't have a MDHR Certificate of Compliance. Attached is our application for a MDHR Certificate of Compliance.

Option B – We have an affirmative action plan approved by the Federal Government but no MDHR Certificate of Compliance. Please check the box below.

Attached is a copy of the affirmative action plan approved by the Federal government in the last 12 months, the Federal government's approval letter, and our application for a MDHR Certificate of Compliance.

Option C – We are exempt because we employed fewer than 40 full-time employees on any single day in any state during the previous 12 months. Please check the box below.

We are exempt. Attached is a list of all of our employees and their state of employment during the past 12 months.

Option D – The current bid is exempt. The bid award agency doesn't expect the goods or services provided will exceed \$100,000.

The bid proposal is exempt. The bid project number is: _____.

Signature

In signing this document, you certify that the information is accurate and that you are authorized to sign on behalf of the company.

Name of Company	Authorized Signature
Date	Printed Name
Phone Number	Title

AN EQUAL OPPORTUNITY EMPLOYER
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EXHIBIT 6 – Acknowledgement and Attestation Form

U.S. BANK STADIUM

ACKNOWLEDGEMENT AND ATTESTATION FORM

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 that ASM Global reserves 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)

Title: _____

Date: _____

Witness: _____

Name: _____

Date: _____

EXHIBIT 7

EQUITY PLAN

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

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: _____