

**U.S BANK STADIUM  
CAPITAL IMPROVEMENTS EQUITY PLAN**

**Section 1. Purpose / Outline – Overall**

- 1.1 Introduction. The State of Minnesota created the Minnesota Sports Facility Authority (“Authority”) to build the facility known as U.S. Bank Stadium (“Project”). The Authority is required by law to promote the involvement of women and members of minority communities in the construction of capital repairs, improvements, and replacements for the Project, as more completely described in Minn. Stat. § 473J.12. The Authority hereby adopts this comprehensive Equity Plan for the construction of the first phase of capital repairs, improvements, and replacements for the Project (“Capital Improvements Project”). The purpose of this Equity Plan is to implement the Authority’s statutory mandate to promote employment of women and members of minority communities, establish goals for construction contracts to be awarded to women-owned and minority-owned businesses, and establish workforce utilization goals in the construction of capital repairs, improvements, and replacements for capital improvements to the Stadium.
- 1.2 The Team. Minnesota Vikings Football, LLC (the “Team”) fully supports this Equity Plan.
- 1.3 Trade Contractor. The contractor hired by the Authority to perform construction of capital repairs, improvements, and replacements for capital improvement Projects to the Stadium shall be referred to as the “Trade Contractor”.
- 1.4 Targeted Business. In Sections 2-9 of the Equity Plan, the Authority establishes a Targeted Business Program. The Targeted Business Program sets an 11% and 9% goal for construction contracts for Capital Improvement Projects to be awarded to women- and minority-owned Minnesota-based business enterprises, respectively. The Targeted Business Program defines specifically how the goals may be met, the parameters of the necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, and the consequences of a Trade Contractor’s failure to make good faith efforts to achieve the goals.
- 1.5 Veterans. In Section 18 of the Equity Plan, the Authority establishes a Veterans Inclusion Program. The Authority honors the service of our veterans and intends to supplement its statutory mandate by creating the Veterans Inclusion Program to ensure that our veterans have every opportunity to participate in the Project. The Veterans Inclusion Program will include efforts to include small veteran-owned businesses in the construction contracts to be awarded by the Trade Contractor. The Veterans Inclusion Program will also include efforts to utilize veterans in the construction workforce.

- 1.6 Workforce. In Sections 10-16 of the Equity Plan, the Authority establishes a Workforce Program. The Workforce Program sets a 32% and 6% goal for workforce utilization for Capital Improvement Projects of minorities and women, respectively. The Workforce Program defines specifically how the goals may be met, the parameters of necessary and reasonable good faith efforts to meet the goals, the requirements for reporting and monitoring, and the consequences of a Trade Contractor's failure to make good faith efforts to achieve the goals.
- 1.7 Scope / Flowdown. As more specifically articulated in the Trade Contract Agreement to be entered into between the Authority and the Trade Contractor, this Equity Plan applies to the Trade Contractor and the Trade Contractor's Subcontractors and Suppliers of any tier.
- 1.8 Monitoring and Compliance. As more specifically described throughout the Equity Plan, the Authority has primary responsibility to monitor and audit the Trade Contractor's compliance with the Targeted Business Program, the Workforce Program, and the Veterans Inclusion Program.

## **Section 2 Targeted Business Program**

- 2.1 The Authority recognizes the legislature's mandate that the Authority establish and require Trade Contractors to exercise good faith efforts to meet goals for construction contracts for Capital Improvement Projects to be awarded to women- and minority-owned business enterprises ("Targeted Businesses") in a percentage at least equal to the minimum used for City of Minneapolis development projects. In furtherance of the intention of such mandate, the Authority also finds it appropriate to adopt this Targeted Business Program to establish participation goals for construction contracts entered into by the Authority's Trade Contractors for Capital Improvement Projects and their various Subcontractors and Suppliers of all tiers.
- 2.2 The Authority establishes this Targeted Business Program based on, among other things, the study completed by National Economic Research Associates, Inc. for the City of Minneapolis captioned "The State of Minority- and Women-Owned Business Enterprise: Evidence from Minneapolis" dated October 21, 2010 ("Disparity Study"), and supplemental reports. The Authority adopts this Targeted Business Program for purposes of, among other things, ensuring a "level playing field" for WBE/MBE firms, fostering equal opportunity for WBE/MBE firms in contracts with the Authority, and reducing the relevant disparities identified in the Disparity Study.
- 2.3 The Authority hereby adopts the participation goals for work included in the Trade Contract Agreement, based on the Disparity Study, and provided to the Authority by the City of Minneapolis. The Authority reserves the right to update these goals with input from the City of Minneapolis including, without limitation, after the full scope of work of a particular Capital Improvements Projects

becomes known. The goals, expressed as a percentage of the “Cost of the Work” as that term is defined by the Trade Contract Agreement are as follows:

- (a) 9% participation by MBE firms, as defined below, and
- (b) 11% participation by WBE firms, as defined below.

(“Targeted Business Goal”).

2.4 The Authority will require the Trade Contractor to make required good faith efforts to achieve the goals set forth in Section 2.3.

- 2.5 The Authority adopts this Targeted Business Program to define more specifically how the goals may be met, the parameters of the Trade Contractor’s required good faith efforts to meet the goals, the requirements for reporting and monitoring, and the consequences if the Trade Contractor fails to meet the goals and fails to make good faith efforts to achieve the goals.

**Section 3. Definitions – Targeted Business. For purposes of the Targeted Business Program:**

3.1 “MBE” means a Minnesota-based business that meets one or more of the following criteria:

- (a) Certified by the Minnesota Uniform Certification Program (“MUCP”) as an MBE (as that term is used by MUCP) and found in the MUCP directory at: <http://mnucp.metc.state.mn.us/>;
- (b) Certified by the Minnesota Department of Administration and classified as a Targeted Group (TG) business in the directory for the Minnesota Department of Administration Materials Management website at: <http://www.mmd.admin.state.mn.us/process/search/>. The business also must have one or more of the following designations used in the Department of Administration’s website: (A), (B), (H), (I), or (E). (The legend at the bottom of the directory page of the website provides this information.) Firms identified solely by a (D), (L), (M), (R), or (W) (which represent disabled-owned firms; firms in economically disadvantaged geographic areas; and woman-owned firms) do not meet the definition of an MBE;
- (c) Certified by the Central Certification Program (CERT) as an MBE (as that term is used by CERT) and found in the CERT directory. The CERT directory will be made available by the Authority.

- 3.2 “WBE” means a Minnesota-based business that that meets one or more of the following criteria:
- (a) Certified by the Minnesota Uniform Certification Program (“MUCP”) as a WBE (as that term is used by MUCP) and found in the MUCP directory at: <http://mnucp.metc.state.mn.us/>;
  - (b) Certified by the Minnesota Department of Administration and classified as a Targeted Group (TG) business in the directory for the Minnesota Department of Administration Materials Management website at: <http://www.mmd.admin.state.mn.us/process/search/>. The business also must have the (W) designation used in the Department of Administration’s website, denoting a woman-owned business;
  - (c) Certified by the Central Certification Program (CERT) as an MBE (as that term is used by CERT) and found in the CERT directory. The CERT directory will be made available by the Authority.
- 3.3 “Targeted Business” means an MBE or WBE.
- 3.4 “Subcontractor” means any entity the Trade Contractor contracts with for any part of Capital Improvement Projects, including without limitation Sub-subcontractors and Suppliers of any tier to the Trade Contractor.
- 3.5 “Subcontract” means any contract entered into by the Trade Contractor or a Subcontractor for any part of Capital Improvement Projects.
- 3.6 “Good Faith Efforts” means the required good faith efforts described in this Targeted Business Program.

#### **Section 4. Achievement of Participation Goals – Targeted Business**

- 4.1 The Authority will require the Trade Contractor to use Good Faith Efforts to achieve the Targeted Business Goals through the Subcontracts entered into between the Trade Contractor and its Subcontractors, which in turn may enter into various agreements with lower-tier Subcontractors.
- 4.2 The Trade Contractor is not required to meet the goals of this Targeted Business Program for each individual Subcontract it enters into. Instead, the Trade Contractor may meet, or make Good Faith Efforts to meet, the goals of this Targeted Business Program by aggregating participation from all of its Subcontractors. As part of its Good Faith Efforts, the Trade Contractor may request participation at different levels from different Subcontractors.
- 4.3 The Trade Contractor may count toward the Targeted Business Goal the value (or a percentage of the value, as discussed below) of the various Subcontractors’

contracts for work performed on Capital Improvement Projects only after the MBE or WBE is certified as such as described in Sections 3.1 and 3.2.

- 4.4 Whether the Trade Contractor achieves the goals of this Targeted Business Program will be evaluated and determined as a Capital Improvement Project progresses and at the end of the Capital Improvement Project based on the total Cost of the Work as defined in the Trade Contract Agreement. If the total dollar amount of MBE and WBE contracts meets or exceeds the established Targeted Business Goal, then the Authority will determine that the goals of this Targeted Business Program have been met.
- 4.5 The Authority will utilize the following guidelines, plus the guidelines in Appendix A, in determining the percentage of WBE/MBE participation that will be counted toward the Targeted Business Goal:
  - (a) The value of work performed by a firm after it has ceased to be certified as an MBE or WBE will not be counted toward the Targeted Business Goal.
  - (b) If an MBE or WBE's certification lapses, the value of work performed by a firm during any period of lapsed certification will not be counted toward the Targeted Business Goal.
  - (c) Only amounts paid to and performed by an MBE or WBE will be counted toward the Targeted Business Goal; participation of a Subcontractor will not be counted until the amount has been paid to the Subcontractor.

## **Section 5. Compliance Monitoring and Reporting – Targeted Business**

- 5.1 The Authority intends to monitor the Trade Contractor's efforts to achieve the Targeted Business Goal. The Trade Contractor will cooperate with the Authority's monitoring plan and requests as outlined in this section.
- 5.5 Solicitation Phase – Trade Contractor. During the solicitation phase (between each Subcontract's pre-bid meeting and the bid due date), the Trade Contractor shall:
  - (a) Comply with the Trade Contractor's Targeted Business Enterprise Plan required by the Trade Contract Agreement; and
  - (b) Submit all relevant documentation to the Authority, including without limitation:
    - (i) The Targeted Business Commitment and Information form (attached hereto as Exhibit A) for each bid, which shall identify by name the WBE or MBE that is committed to be used on the specific

Subcontract; the scope of work; and the contract value or percentage of total Subcontract amount represented by the WBE or MBE; and

(ii) The Subcontractor Information Form (attached hereto as Exhibit B), signed by the committed WBE or MBE and the bidder identifying the work and contract value at time of bid.

5.6 Post-Bid Review Phase – Authority. During the post-bid review phase (between each Subcontract’s bid due date and completion of Exhibit A), the Trade Contractor shall:

(a) Provide Good Faith Effort documents and a plan to carry out Good Faith Efforts during the construction phase;

(b) Request any adjustments to applicable MBE and WBE contract values based on commercially useful function determinations, incorrect Targeted Business Goal value calculations, or Targeted Business certification rulings; and

(c) Request review from the Authority of Exhibit A within 14 calendar days of each bid. The Authority will award a Pass/Award, Pass/Waiver, or Fail for each such Exhibit A submitted by the Trade Contractor, based on the following criteria:

(i) Pass/Award – Bidder committed to contract with MBE and WBE firms that meet or exceed each respective goal for that contract. A Pass/Award signifies that the bidder is to continue in the contract award process;

(ii) Pass/Waiver – Bidder did not meet the Targeted Business Goal, but demonstrated sufficient Good Faith Efforts. A Pass/Waiver signifies that the bidder is to continue in the contract award process; or

(iii) Fail – Bidder did not meet the Targeted Business Goals and did not demonstrate sufficient Good Faith Efforts. A Fail signifies that the bidder is not recommended to continue in the contract award process.

5.7 Post-Bid Review Phase – Trade Contractor. During the post-bid review phase (between each Subcontract’s bid due date and completion of the Authority’s review of Exhibit A), the Trade Contractor shall:

(a) Provide to the Authority all requested Good Faith Effort documentation within 3 calendar days of the bid; and

(b) Provide to the Authority a Good Faith Efforts Plan from the Trade Contractor and each selected Subcontractor for the construction phase

within 10 calendar days of the bid. This Good Faith Efforts Plan shall address, among other things, how the Subcontractor and Trade Contractor intend to address changes to anticipated Targeted Business participation including, for example, changes in participation counting made by the Authority during the bid review phase and changes in scope during the construction phase.

5.9 Construction Phase – Trade Contractor. During the construction phase (between the award of each Subcontract and final payment), the Trade Contractor shall:

- (a) Provide one point of contact to the Authority for the construction phase of the Project;
- (b) Actively participate in documenting Good Faith Efforts and monitoring;
- (c) Work to identify, prevent, and resolve contract-related issues with Targeted Business concerns on the Project;
- (d) Identify all Targeted Business work for each monthly Application for Payment in a timely and efficient manner, as more specifically described in Section 7.9(f);
- (e) Enter applicable data, including payment data, in the LCP Tracker system operated by the City of Minneapolis Department of Human Rights or other system designated by the Authority; and
- (f) Submit to the Authority on a monthly basis complete and accurate Targeted Business utilization data including, without limitation, the following:
  - (i) Total Project Cost of the Work;
  - (ii) Total Value of approved Contract Revisions;
  - (iii) Total Value of approved Change Orders to each Subcontractor and Targeted Business;
  - (iv) Time period for which the monthly report covers. This period shall begin on the first day of each month and end on the last day of each month;
  - (v) Total of all Applications for Payments made by the Trade Contractor to the Authority as of the last day of the reporting period;
- (vi) Total payments received by the Trade Contractor from the Authority as of the last day of the reporting period;

- (vii) Name of each WBE, MBE, and VBE the Trade Contractor and/or Subcontractor has committed to use at time of respective bid;
- (viii) Identification of Subcontractors that have hired each WBE, MBE, and VBE;
- (ix) Identification of each business as a WBE, MBE, and VBE;
- (x) Total contract value for each committed Subcontractor, WBE, MBE, and VBE;
- (xi) Changes, if applicable, to the total contract value for each committed Subcontractor, WBE, MBE, and VBE;
- (xii) Identification of WBE, MBE, and VBE as a Contractor, Supplier, or Broker;
- (xiii) Value of work or supplies claimed by the WBE, MBE, and VBE during the report period;
- (xiv) Value of work or supplies to be counted towards the respective WBE, MBE, and VBE goal during the report period; and
- (xv) Total value of work or supplies invoiced to date and paid to date for each WBE, MBE, and VBE, which information the Authority may require the Trade Contractor to submit to the Authority on a form substantially similar to the Trade Contract Agreement Equity Plan Progress Report attached hereto as Exhibit C, which form the Authority may amend, from time to time, in its sole discretion.

**Section 6. Participation Counting – Targeted Business**

- 6.1 Guidelines regarding how MBE and WBE participation is counted toward the Targeted Business Goal are described in Appendix A.

**Section 7. Commercially Useful Function – Targeted Business**

- 7.1 The Authority will determine whether an MBE or WBE is performing a commercially useful function (“CUF”) as described in Appendix B.

**Section 8. Good Faith Efforts – Targeted Business**

- 8.1 The Trade Contractor’s responsibility to provide Good Faith Efforts documentation, a Good Faith Efforts Plan, and otherwise engage in Good Faith

Efforts as described by the Targeted Business Plan are independent obligations and are required even if the Targeted Business Goals are met.

- 8.2 The Authority will determine whether the Trade Contractor has made Good Faith Efforts to achieve the Targeted Business Goal as described in Appendix C.

## **Section 9. Consequences of Failure to Meet Goals and Failure to Make Good Faith Efforts – Targeted Business**

- 9.1 At the end of a Capital Improvement Project, and before the Authority makes Final Payment to the Trade Contractor, the Authority shall determine, in the Authority's sole discretion, whether the Trade Contractor met the Targeted Business Goal. If the Trade Contractor fails to meet these goals, the Authority shall also determine, in its sole discretion, whether the Trade Contractor made Good Faith Efforts to meet the Targeted Business Goal.
- 9.2 If the Authority determines the Trade Contractor failed to make Good Faith Efforts to meet the Targeted Business Goal, the Trade Contractor shall be liable to the Authority for the Authority's actual damages for the Trade Contractor's failure to make Good Faith Efforts. The Authority also shall withhold payment to the Trade Contractor as follows:
  - (a) The Authority shall determine whether the Trade Contractor failed to make Good Faith Efforts for the entire Capital Improvement Project or for only a part of it.
  - (b) If the Authority determines the Trade Contractor failed to make Good Faith Efforts for the entire Capital Improvement Project, the Authority shall deduct payment to or assess damages against the Trade Contractor in an amount the Authority deems appropriate.
  - (c) If the Authority determines the Trade Contractor failed to make Good Faith Efforts for only part of the Capital Improvement Project, the Authority shall withhold payment to or assess damages against the Trade Contractor in an amount the Authority deems appropriate..
  - (d) The Authority shall make all determinations in Section 9.2(a)-(c) in the Authority's sole discretion.
- 9.3 Intentionally or recklessly false reporting of Targeted Business data, Good Faith Efforts regarding efforts to achieve Targeted Business goals, or the commercially useful function of reported Targeted Business participation shall be subject to the Minnesota False Claims Act. This liability also flows down and applies to Subcontractors and Suppliers of all tiers to the extent they intentionally or recklessly report similar false data regarding Targeted Business participation on the Project.

## Section 10. Workforce Program

- 10.1 The Authority recognizes the legislature's mandate that the Authority establish construction workforce goals for utilization of women and minorities during construction of a Capital Improvement Project in a percentage at least equal to the current City of Minneapolis goals, and which also includes efforts to include workers from City of Minneapolis zip codes that have high rates of poverty and unemployment.
- 10.2 In furtherance of the intention of such mandate, the Authority finds it appropriate to adopt this Workforce Program to establish construction workforce utilization goals for the construction work performed by the Authority's Trade Contractor and its various Subcontractors for Capital Improvement Projects.
- 10.3 The Authority adopts the following construction workforce utilization goals that have been adopted by the City of Minneapolis and which are based on the underlying data and intent of the workforce goal program established by the Minnesota Civil Rights Act as implemented by the Minnesota Department of Human Rights:  
  
32% minority  
  
6% female  
  
("Workforce Goals")  
  
These Workforce Goals are subject to change in the Authority's sole discretion based on, for example, the availability of various categories of trade labor, the competition for qualified labor from other concurrent projects, and any changes in the understanding of the supporting data.
- 10.4 The Authority adopts these Workforce Goals because they are the goals adopted by the City of Minneapolis for development projects in the City during the time period 2013 – 2016. The City of Minneapolis, in turn, adopted these goals based on the goals promulgated by the Minnesota Department of Human Rights for Hennepin County.
- 10.5 These goals were first established by the Minnesota Department of Human Rights. The City of Minneapolis then adopted these same goals. Achievement of these goals may be impacted by the nature of the Minnesota workforce, the number of individuals from licensed trades needed for a particular Capital Improvement Project, the number of other large construction projects that will compete for workers with a Capital Improvement Project, and the availability issues these and other factors create.

- 10.6 The Trade Contractor is required to make Good Faith Efforts (as defined below) set forth in Section 12.3 to achieve the Workforce Goals.

**Section 11. Definitions – Workforce. For purposes of the Workforce Program:**

- 11.1 “Minority” has the same meaning as “minority” in the Minnesota Department of Human Rights regulations, as follows:
- (a) Black, persons having origins of any of the Black African racial groups not of Hispanic origin;
  - (b) Hispanic, persons of Mexican, Puerto Rican, Cuban, Central American, South American, or other Spanish culture or origin, regardless of race;
  - (c) Asian and Pacific Islander, persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and
  - (d) American Indian or Alaskan Native, persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- 11.2 “Subcontractor” means any entity the Trade Contractor contracts with for any part of a Capital Improvement Project performing work on the job-site. “Subcontractor” also includes Subcontractors of any tier to the Trade Contractor.
- 11.3 “Good Faith Efforts” means the necessary and reasonable efforts to meet the Workforce Goals, including without limitation the Good Faith Efforts described in this Workforce Program and Section 15.

**Section 12. Affirmative Action Certificate - Workforce.**

- 12.1 The Trade Contractor and all Subcontractors are required to submit affirmative action plans and obtain a certificate of compliance from the Authority, the City of Minneapolis Department of Human Rights, the Minnesota Department of Human Rights, or other governmental body as determined by the Authority in its sole discretion, pursuant to Minn. R. 5000.3560, subp. 1(A). The Trade Contractor and all its Subcontractors must maintain certificates of compliance throughout a Capital Improvement Project, regardless of any exemptions that might otherwise apply under the Minnesota Department of Human Rights regulations.

**Section 13. Compliance & Counting- Workforce.**

- 13.1 The extent to which hours worked on a Capital Improvement Project by minority and female workers count toward the Workforce Goals shall be determined as provided by Appendix D.

**Section 14. Monitoring and Reporting – Workforce.**

- 14.1 The Trade Contractor is responsible for accurately collecting data from its own workforce of minorities and women and those of its Subcontractors of all tiers and promptly and regularly reporting it to the City and other governmental entities as directed by the Authority. The Trade Contractor shall collect and report the data in a manner and form prescribed by the City or other governmental entities.
- 14.2 The Authority may request certain compliance and auditing services from the City of Minneapolis and the Minnesota Department of Human Rights. These services may include, for example, spot checking and on-site-auditing of the workforce utilization numbers reported by the Trade Contractor and its Subcontractors of all tiers.
- 14.3 The Trade Contractor must provide, at minimum, a report containing the following information on a monthly and cumulative basis throughout a Capital Improvement Project, separated by Subcontract, by trade, and supported by certified payrolls including every person who works on the Capital Improvement Project jobsite as part of the Trade Contract Agreement:
  - (a) total hours of employment on the Capital Improvement Project;
  - (b) total hours of employment of women;
  - (c) total hours of employment of minorities; and
  - (d) employee zip codes.

**Section 15. Good Faith Efforts – Workforce.**

- 15.1 The Trade Contractor’s responsibility to use Good Faith Efforts as described by the Workforce Program is an independent obligation and is required even if the Workforce Goals are met.
- 15.2 The Authority will determine whether the Trade Contractor has made Good Faith Efforts to achieve Workforce Goals as described in Appendix E.

**Section 16. Consequences of Failure to Meet Goals and Failure to Make Good Faith Efforts – Workforce.**

- 16.1 Intentionally or recklessly false reporting of workforce data, good faith efforts regarding efforts to achieve workforce goals, or the commercially useful function of reported workforce labor shall be subject to the Minnesota False Claims Act. This liability also flows down and applies to the Trade Contractor’s Subcontractors of all tiers to the extent they intentionally or recklessly report

similar false data regarding workforce participation by minorities or women on the Capital Improvement Project.

- 16.2 If the Trade Contractor or its Subcontractors of any tier do not utilize Good Faith Efforts to achieve the Workforce Goal, then the Trade Contractor (a) shall be liable for paying the Authority the costs of the Authority's compliance enforcement in making its Good Faith Efforts determination and (b) shall cure the Workforce Goal shortfall to the extent caused by its lack of Good Faith Efforts. If the Trade Contractor cannot cure the shortfall caused by its lack of Good Faith Efforts due to the stage of construction and/or its schedule status on the Capital Improvement Project, the Authority may impose appropriate damages on the Trade Contractor in its sole discretion, which damages may constitute without limitation, paying the Authority the cost to train the number of minorities and women that reasonably would have been employed on the Capital Improvement Project but for the Trade Contractor's lack of Good Faith Efforts, so that they are trained and available to work on future projects. The cost of proper training shall be determined by the Authority in its sole discretion, which determination will be final and binding on the Trade Contractor unless arbitrary and capricious.

### **Section 17. Data Collection and Reporting**

- 17.1 The Trade Contractor and Subcontractors shall promptly and regularly comply with the Authority's requests to submit data, in electronic form or otherwise as directed by the Authority, regarding the Targeted Business Program, the Workforce Program, and other aspects of this Equity Plan.

### **Section 18. Veterans Inclusion Program**

- 18.1 For purposes of the Veterans Inclusion Program, a small veteran-owned business ("VBE") is a firm certified as a Service-Disabled Veteran Owned Small Business (SDVOSB) or a Veteran Owned Small Business (VOSB) by the United States Department of Veteran Affairs. Each VBE also must be a Minnesota-based business.
- 18.2 To encourage participation in the Project by VBEs, during the pre-solicitation phase (between the award of the Trade Contract Agreement and the pre-bid meeting(s) for each Subcontract), the Trade Contractor will:
- (a) work with business support organizations in the veteran community to ensure Minnesota-based VBEs are aware of opportunities on the Project;
  - (b) participate in a Project information session meeting for the particular Capital Improvement Project designed for VBEs; and
  - (c) solicit VBEs to participate in the Project's small "meet and greet" sessions.

- 18.3 To encourage participation in the Project by VBEs, during the pre-solicitation phase (between the award of the Trade Contract Agreement and the pre-bid meeting(s) for each Subcontract), the Trade Contractor shall:
- (a) participate in Project information session meetings designed for VBEs; and
  - (b) solicit VBEs to participate in the Project’s small “meet and greet” sessions.
- 18.4 During the construction phase (between the award of each Subcontract and final payment), the Trade Contractor and the Authority will monitor, count, and report VBE participation in the Project in the same manner as the Targeted Business Program as outlined in the Equity Plan, including without limitation Section 7.9(f) and Appendices A, B, and C.
- 18.5 To encourage participation in the Project by veterans as part of the construction workforce, the Trade Contractor will collaborate with and communicate Project job and training opportunities to veterans organizations, such as Minnesota Department of Veteran Affairs, Helmets to Hardhats, and other veterans organizations that provide employment and training assistance.
- 18.6 To encourage participation in the Project by veterans as part of the construction workforce, the Trade Contractor shall:
- (a) Collaborate with any employment assistance firm(s) the Authority may hire and the employment program(s) the Authority may establish to increase recruitment and training of Minnesota veterans for the Project; and
  - (b) Identify veterans in the data, including payment data, entered into the LCP Tracker system operated by the City of Minneapolis Department of Civil Rights or other system designated by the Authority.