

**U.S. Bank Stadium  
Cleaning Services RFP  
June 15, 2018**

**Addendum 02**

This addendum forms a part of the documents and modifies the Request for Proposal dated May 18, 2018. The Proposer is responsible for determination of proposal requirements affected by Addendum items.

**CLARIFICATIONS AND ADDITIONAL ITEMS TO BE INCLUDED IN THE PROPOSAL**

Exhibit G – Trade Contract Agreement (Template) was not attached to the RFP. It is attached to this Addendum.



**AGREEMENT**

**FOR**

**CLEANING (HOUSEKEEPING)  
SERVICES**

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**AGREEMENT FOR CLEANING (HOUSEKEEPING) SERVICES  
(U.S. BANK STADIUM)**

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

**BACKGROUND**

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

B. The Authority has engaged SMG under contract as the manager for U.S. Bank Stadium (the “**Stadium**”). SMG has authority to enter into agreements relating to the management and use of the Stadium, including the areas around the Stadium such as designated exterior walkways, streets, public areas, designated parking garages, parking lots, plazas, sidewalks surrounding the Stadium and the urban park on the west side of the Stadium, as the Stadium site is defined by the Authority from time to time (collectively with the Stadium, the “**Job Site**”).

C. Minnesota Vikings Football Stadium, LLC (“**Stadco**”) and Minnesota Vikings Football, LLC (the “**Team**”) (collectively, Stadco and the Team are referred to herein as 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.

D. The Authority and the Vikings are and shall be intended third party beneficiaries of this Agreement.

E. SMG desires, along with the Authority and the Vikings, to obtain the services of an independent contractor (“**CONTRACTOR**”) to perform Cleaning Services at the Job Site for daily work (“**Core Crew**”), projects, and at events, including Team Stadium Events, as more particularly described herein. CONTRACTOR has the personnel, material, equipment, proper licensing with the City and State, accreditation and professional experience to perform the Services (as defined herein) contracted for herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the foregoing Background, which is incorporated by reference herein as essential terms to this Agreement, and the mutual promises, covenants and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

## 1. CONTRACTOR'S SERVICES

A. **Services – General.** During the term of this Agreement, CONTRACTOR shall perform services as set forth herein (the “**Services**”) at such times as SMG may require to meet SMG’s needs. CONTRACTOR must provide all contracted Services unless SMG agrees in writing to the contrary or as otherwise set forth in this Agreement. Such Services shall include those Services which are designated on **Exhibit A** attached hereto, and as necessary to maintain the Job Site in a clean, safe, and attractive state.

B. **Services Standard.** All Services shall be provided in a professional and courteous manner, in accordance with the applicable standard of care for **Cleaning** Services at venues similar to the Job Site, in accordance with all applicable legal requirements, and in a manner acceptable to SMG.

C. **Coordination with SMG and Vikings.** Pursuant to Section 5.7 of the Stadium Use Agreement, the Vikings have the obligation to pay for **Cleaning** costs during and after each Team Stadium Event. Pursuant to Section 24.1 of the Stadium Use Agreement, the Vikings have the obligation to arrange for and pay the cost of personnel as needed for the safe and commercially reasonable conduct of Team Stadium Events. CONTRACTOR acknowledges and agrees that the Vikings have the right to consult with the Authority and SMG with respect to Stadium site operations impacting the Vikings or Team Stadium Events, including with respect to Authority or SMG contracting, staff training, and operating practices.

## 2. MANAGEMENT AND STAFFING

A. **Contractor General Manager.** CONTRACTOR will assign a competent management employee to be CONTRACTOR’s liaison with SMG’s Director of Operations. If at any time SMG determines in its sole discretion that CONTRACTOR’s management employee is not acceptable for any lawful reason, CONTRACTOR will assign a new such person within five calendar days.

B. **SMG Management.** CONTRACTOR will receive requests, instructions, and other information from, and will cooperate with the SMG Director of Operations, Assistant Director of Operations and Facility Manager and/or his or her designated assistant. Staffing requests, special projects, facility support, event times, and duties will be communicated to CONTRACTOR in writing. SMG retains the right to make adjustments in the number of staff requested, times, locations and duties within a reasonable time prior to the actual commitment of coverage.

C. **Events and Staffing Plan.** Events shall consist of Team Stadium Events, Authority events, and other civic, community, athletic, educational, cultural, and commercial events. CONTRACTOR shall provide a proposed staffing plan for the Job Site taking into account events held on or about the Job Site, which event plan will be refined and modified for particular events. CONTRACTOR shall fulfill requested service shifts with staff 24 hours a day, seven days a week, including all holidays, for all events. The proposed staffing plan shall be subject to review, revision and approval by SMG, in consultation with the Vikings (with respect to Team Stadium Events).

D. **Staffing for Events.** For each event, including pre-event parties and activities, CONTRACTOR shall provide an appropriate number of staff and supervisors, for the Services required. CONTRACTOR shall use its best efforts to supply recurring and consistent staff and supervisors at the Job Site. SMG will provide CONTRACTOR with an anticipated attendance and CONTRACTOR will ensure the Job Site is staffed. SMG will request and make final determination on all staffing numbers. CONTRACTOR shall notify SMG in writing immediately if CONTRACTOR believes that the staffing levels requested by SMG are not adequate for any event. 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.

E. **Qualified Staff.** Positions will be staffed by CONTRACTOR with trained, qualified and competent professional personnel.

F. **Flexible Staffing.** CONTRACTOR understands that staffing concerns are fluid and often indeterminable in advance. CONTRACTOR shall maintain, increase or reduce staff levels, in accordance with SMG needs, and other emergent circumstances as determined by SMG.

G. **Meetings and Coordination with SMG.** CONTRACTOR shall meet with SMG personnel on a regular basis to review and discuss any ongoing operational matters relevant to the Services. At a minimum a monthly meeting will be scheduled.

### 3. **SUPERVISION AND AUTHORITY**

A. **Contractor Staff Supervision.** In order for CONTRACTOR to be effective in the delivery of the Services, CONTRACTOR must manage and supervise its employees. Therefore, CONTRACTOR shall be accountable for the direct supervision of its employees and independent contractors or subcontractors.

B. **Unacceptable Staff.** 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. CONTRACTOR shall attempt to promptly correct the employee's conduct to the satisfaction of SMG. If the employee continues to be unsatisfactory to SMG, or if the initial conduct was so egregious as to warrant dismissal, SMG may demand that CONTRACTOR cease using said employee at the Job Site. CONTRACTOR shall promptly comply with such request. SMG agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination with regard to any classification protected by applicable law. SMG reserves the right to cause immediate removal of any employee of CONTRACTOR from the Job Site if SMG determines such employee is engaged in conduct detrimental to users of the Stadium, fans, or to the safety or proper operation of the Job Site as a whole.

C. **Incident Reporting.** All incidents involving CONTRACTOR's personnel will be fully documented and submitted to SMG's Director of Operations on the form prescribed by SMG which shall exclude any information protected by a right to privacy attendant to CONTRACTOR's personnel. CONTRACTOR will, at SMG's request, prepare complete summaries of its incident reports and provide same to SMG. Except as provided hereinabove, any incident reports which

are the property of CONTRACTOR and which CONTRACTOR believes are protected by legal and constitutional privileges shall remain the property of CONTRACTOR unless CONTRACTOR is otherwise directed by a court of competent jurisdiction. After receipt of incident report information from CONTRACTOR, SMG will provide the Vikings with a consolidated report of all incidents occurring at a Team Stadium Event; **provided, however**, that SMG will provide copies of original reports to the Vikings for all Team Stadium Events.

D. **Incident Reporting Staff Requirements.** All staff and all of CONTRACTOR's management must be regular full or part-time employees of CONTRACTOR, must be able to verbally communicate in a clear, distinct and courteous manner and must be able to write clear and accurate reports and be able to complete any and all types of reports.

E. **Background Checks.** No employee will be utilized who has a background including a criminal conviction including moral turpitude.

F. **Training Programs.** CONTRACTOR shall conduct industry standard training of all of its employees and, will throughout the term of this Agreement, carry out appropriate training programs for such employees. Such training programs shall address all subjects necessary to promote CONTRACTOR compliance with the "Services Standard" set forth in **Section 1.C.** above, including without limitation, new employee orientation, event day briefing, job-specific task training, guest services training, and OSHA-required safety training. In addition, CONTRACTOR specifically acknowledges and agrees that the training program will be coordinated with the Vikings to train specifically for the Vikings' standard of service (such as the Skol training program standards) for any employee that will work a Viking's Team Stadium Event.

#### 4. **STAFF RESPONSIBILITIES**

A. **Policy Compliance.** CONTRACTOR's personnel shall be responsible for carrying out the written Job Site rules, regulations and policies applicable to CONTRACTOR and issued by SMG to CONTRACTOR. CONTRACTOR's personnel shall work with and assist the proper local authorities when necessary and appear in court and other proceedings as becomes necessary. SMG shall pay the hourly rate of any such CONTRACTOR personnel to attend such proceedings on behalf of or at the request of SMG or the proper local authorities, but only if such proceeding does not involve CONTRACTOR liability.

B. **Compliance with Authority and Vikings Policies.** The employees of CONTRACTOR will be required to comply with 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 and the Vikings.

C. **Job Site Procedures and Customer Service Training.** Employees of CONTRACTOR shall adhere to all established security procedures at the Job Site.

#### 5. **EVENT REPORTING TIMES**

Not applicable

6. **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. **Recruitment.** CONTRACTOR 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.

C. **Women and Minority Recruitment.** 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 there.

D. **Equal Opportunity.** 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.

E. **Discrimination.** CONTRACTOR will undertake measures designed to eliminate discriminatory barriers based on the protected classifications in **Section 6.D.** 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.

F. **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.

G. **Labor Peace.** CONTRACTOR will implement, and demonstrate to the satisfaction of SMG 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 Job Site or inconvenience fans, by undertaking the following:

(a) **Labor Peace Agreement.** CONTRACTOR will be or become a party to a labor peace agreement with any labor organization seeking to represent CONTRACTOR's employees when working at the Job Site, and which contains at a minimum provisions during the labor organization's organizing efforts:

(i) 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 Job Site; and prohibiting CONTRACTOR from engaging in a lockout of CONTRACTOR's employees at the Job Site;

(ii) 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;

(iii) For a duration of at least three years from commencement of CONTRACTOR's services at the Stadium;

(iv) **Labor Contract Requirements.** When a labor organization represents CONTRACTOR'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:

(v) Prohibiting the labor organization and CONTRACTOR'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 CONTRACTOR from engaging in a lockout of CONTRACTOR's employees at the Stadium.

(vi) For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract;

(vii) For a duration of at least three years from commencement of CONTRACTOR's services at the Stadium.

H. **Applicable Laws and Rules.** CONTRACTOR will ensure that its employees will comply with any and all rules and regulations applicable to employees working at the Job Site, and National Football League rules with respect to football games and any rules applicable to other events by other professional sports sanctioning bodies.

7. **GENERAL CONDITIONS**

A. **Staging and Storage Areas.** SMG will provide staging areas and storage space for the use of CONTRACTOR's personnel and for the on-site storage of equipment and supplies.

B. **Professional Image Standards.**

(a) **Uniforms.** 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.

(b) **Employee Appearance.** Uniform standards and employee appearances 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, subject to applicable Laws. 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. Employees who are commuting to the Stadium while in uniform, must adhere to the same policies as if they were already in the Stadium working.

(c) **Footwear Policy.** CONTRACTOR shall enforce a footwear policy precluding open-toed shoes, sandals and shoes with excessive wear.

C. **Electronic Timekeeping System.**

Not applicable

D. **Hazardous Substances.**

(a) **Compliance with Laws Regarding Hazardous Substances.** CONTRACTOR shall comply with all applicable federal, state, and local Laws and regulations which have been or will be enacted during the term of this Agreement regarding asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, hazardous, toxic or regulated waste substances, mold, fungi, mildew, pollutants, any other environmental contaminants and any substances included within the definitions of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in any applicable state or federal environmental law (collectively, "Hazardous Substances").

(b) **Use of Hazardous Substances.** SMG and CONTRACTOR acknowledge that in performing the services, CONTRACTOR may use certain materials commonly used in the business, which contain "Hazardous Substances". CONTRACTOR will use, store, handle and transport and dispose of all Hazardous Substances safely and responsibly, including, without any limitation, complying with any manufacturer's instructions, any applicable licenses, permits and all applicable Laws. CONTRACTOR shall not release or cause or allow a threat of a release of Hazardous Substances into the environment at or from the Job Site except in the normal or customary use of such materials in the performance of the Services. CONTRACTOR shall have

sole responsibility and liability for the handling, storage, removal and disposal of all Hazardous Substances brought into or on the Job Site by CONTRACTOR.

(c) Material Safety Data Sheets. CONTRACTOR will obtain, and properly maintain, complete and accurate copies of all Material Safety Data Sheets (including any updates or replacements) for the products used by CONTRACTOR in performing the Services (“CONTRACTOR MSDSs”). CONTRACTOR will promptly provide to SMG complete and accurate copies of all CONTRACTOR MSDSs. SMG has the right, for any reasonable purpose, to require CONTRACTOR to obtain and use a substitute that is reasonably available to CONTRACTOR for any product that CONTRACTOR uses in performing the Services.

(d) Discovery and Disposal of Regulated Waste. When CONTRACTOR encounters wastes containing Hazardous Substances, radioactive materials, biohazardous materials, or any other waste subject to regulation under applicable Laws (collectively “Regulated Wastes”) during the performance of the Services, CONTRACTOR will identify and immediately notify SMG of the presence of such Regulated Waste, and to the extent that such Regulated Waste is a result of CONTRACTOR’s actions or CONTRACTOR is otherwise obligated to do so pursuant to the terms of this Agreement, CONTRACTOR shall contain, package, clean, label, dispose of and otherwise manage such Regulated Wastes in accordance with the “Services Standard” set forth in Section 1.C., any manufacturer’s instructions, any applicable permits (whether issued to CONTRACTOR or SMG provided that SMG provides a copy of same to CONTRACTOR) and all applicable Laws. Upon the request of SMG, CONTRACTOR will promptly provide written documentation of all actions taken by CONTRACTOR to identify, contain and package, label and otherwise manage Regulated Wastes.

(e) Treatment and Storage of Regulated Wastes. CONTRACTOR shall not treat, dispose, release or create a threat of release of any Regulated Wastes at, on or under the Job Site or store any Regulated Wastes at the Job Site in such a manner or for such a period of time as would require CONTRACTOR or SMG to obtain a license or permit therefor. To the extent that Hazardous Materials are generated in the ordinary course of CONTRACTOR’s Services, and result from CONTRACTOR’s use of commercially reasonable cleaning products, or are otherwise collected and disposed of by CONTRACTOR in a commercially reasonable manner and/or pursuant to its obligations under this Agreement, SMG will reimburse CONTRACTOR for the costs of such collection and disposal. However, if Hazardous Materials are generated as a result of CONTRACTOR’ use, storage or handling of products that are not commercially reasonable, then SMG shall not reimburse CONTRACTOR for those costs of disposal of such Regulated Wastes.

(f) Employee Training. CONTRACTOR must train its employees to identify and properly use, handle, store and transport Regulated Wastes in accordance with the “Service Standard” set forth in Section 1.C., any manufacturer’s instructions, any applicable permits (whether issued to CONTRACTOR or SMG provided that SMG provides a copy of same to CONTRACTOR) and all applicable Laws.

(g) Records. Upon reasonable advance notice, SMG shall have the right to inspect and copy all records required to be maintained by CONTRACTOR in accordance with this agreement, including, but not limited to, CONTRACTOR MSDSs and employee training records.

8. **REPORTING AND ACCOUNTABILITY**

CONTRACTOR shall submit to SMG, full, correct and legible copies of the following, completed and in a form satisfactory to SMG:

A. **Time and Material Reports.** Within twenty-four (24) hours, submit a time and material report summarizing work completed.

B. **Accident/Incident Reports.** 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.

9. **TECHNOLOGY**

Not applicable.

10. **PAYMENT FOR SERVICES**

In consideration of and as full compensation for the Services provided hereunder, SMG shall pay CONTRACTOR in accordance with the payment terms and conditions set forth in **Exhibit B**, attached hereto.

11. **PERMITS**

CONTRACTOR and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for CONTRACTOR's performance hereunder at CONTRACTOR's cost, including any permits required to do business in Minnesota.

12. **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 13** 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 required under contract.

D. **Excess Liability**. Excess Liability Coverage, in the amount of \$20,000,000.00 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 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 on the premises. 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 12.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.

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, forgeration 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 12.F** above.

### 13. **INDEMNIFICATION**

A. **Indemnification of SMG, the Authority, and Vikings by CONTRACTOR.** To the fullest extent permitted by Law, CONTRACTOR shall protect, indemnify, defend and hold harmless 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 (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.

It is the intent of SMG and CONTRACTOR that all obligations set forth in this **Section 13** be without limit and without regard as to the negligence or other liability or alleged negligence or other liability of any party or parties, including an Indemnified Party, whether such negligence or other liability or alleged negligence or other liability be sole, joint or concurrent, active or passive. CONTRACTOR specifically agrees that its obligations in this **Section 13** 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.

B. **No Immunity.** In furtherance of but not in limitation to the indemnification obligations in this **Section 13**, CONTRACTOR agrees that its obligations shall not be in any way affected or diminished by any protection or immunity it enjoys from suits by its own employees or from any limitations of liability or recovery under workers' compensation Laws, disability benefit acts or other employee benefit acts, and CONTRACTOR knowingly and expressly waives any such immunities, limitations of liability or limitations in recovery with respect to its obligations in this **Section 13**.

C. **Survival.** The requirements of this **Section 13** shall survive termination of this Agreement indefinitely, or until all obligations of this Agreement are satisfied.

D. **No Limitation of Liability.** Nothing in this **Section 13** is intended to limit CONTRACTOR's liability to the minimum amounts of insurance that CONTRACTOR is required to maintain under **Section 12**.

#### 14. **INDEPENDENT CONTRACTOR STATUS**

SMG and CONTRACTOR shall each be and remain an independent contractor with respect to all rights and obligations arising under the Agreement. This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between SMG and CONTRACTOR. All CONTRACTOR personnel furnishing Services pursuant to this Agreement are for all purposes, including Worker's Compensation liability, employees solely of CONTRACTOR and not of SMG.

#### 15. **ASSIGNMENT OR DELEGATION**

A. **Prohibition on CONTRACTOR Assignment.** 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 without the prior written consent of SMG. Any purported assignment or transfer of this Agreement by CONTRACTOR shall be void and of no legal effect.

B. **Permitted Assignment by CONTRACTOR.** Except as expressly approved by SMG, CONTRACTOR shall not be permitted, without the prior written consent of SMG, which may be withheld in SMG's discretion, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder. Such prohibition shall require CONTRACTOR and any approved subcontractor to provide its Services only through its own employees, and neither CONTRACTOR nor any approved subcontractor shall be permitted to hire or use independent contractor or temporary employees to provide the Services required of CONTRACTOR hereunder.

C. **Assignment and Delegation by SMG.** SMG may assign or otherwise transfer this Agreement at any time without the written or other consent of CONTRACTOR. Without limitation, this Agreement may be assigned or transferred to the Authority or to the Vikings.

16. **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 follows (or at such other address as a Party may from time to time designate by notice given pursuant to this **Section 16**. Any notice given pursuant to this Agreement shall be given in writing and addressed as follows:

**SMG:** Curtis Schmillen, PE  
Director of Operations  
1005 4<sup>th</sup> Street South  
Minneapolis, MN 55415  
With a copy to: cschmillen@usbankstadium.com

**CONTRACTOR:**

17. **DEFAULT AND TERMINATION**

A. **Default.** CONTRACTOR shall be in default under this Agreement if either of the following occur: (i) CONTRACTOR or any of its officers, 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 CONTRACTOR has been served with 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 SMG has been served with 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.

B. **Termination.** Upon a default pursuant to **Section 17.A** hereof, the nonbreaching party may, at its option, upon written notice or demand upon the other party, immediately cancel and terminate this Agreement.

18. **REVIEW AND AUDIT PRIVILEGES**

CONTRACTOR shall keep and preserve, during the term of this Agreement and for at least six (6) years following the expiration or termination of this Agreement, full and accurate books

and records (collectively, the “**Records**”) relating to the Services it provides to SMG hereunder. CONTRACTOR shall give SMG and its designated representatives (which representatives may include, without limitation, independent auditors) access to the Records during such period of time to review and/or audit the Records, from time to time, upon request. CONTRACTOR shall also provide, at CONTRACTOR’s own expense, copies of all or a portion of the Records when so requested by SMG. In the event any audit conducted by an independent auditor demonstrates a variance of more than five percent (5%) on an annual basis in the amount determined by such auditor to be payable to CONTRACTOR for any of the Services hereunder and the amount actually paid to CONTRACTOR for such Services, CONTRACTOR shall pay to SMG the reasonable cost of such audit. In any event, CONTRACTOR shall promptly pay to SMG the amount of any such variance which results in an overpayment by SMG to CONTRACTOR.

19. **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.

(d) CONTRACTOR’s performance under this Agreement shall be in compliance with applicable laws, statutes, rules, ordinances and regulations (collectively, the “**Laws**”) and CONTRACTOR shall obtain, prior to its performance under this Agreement, and maintain any and all applicable certifications with all applicable governmental authorities required by the Laws during this Agreement.

20. **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. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.

(e) 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.

## 21. **CONFIDENTIALITY**

A. **Confidential and Proprietary Information.** In connection with the performance of the Services under this Agreement, SMG, the Authority, and the Vikings have provided and/or will provide the CONTRACTOR confidential and/or proprietary information of SMG, the Authority, and the Vikings, and their respective operations at the Job Site. As a condition to the provision of such information by SMG, the Authority, and the Vikings to CONTRACTOR, CONTRACTOR agrees to be bound by the terms of this **Section 21**.

B. **Definition of Information.** “**Information**” for the purpose of this **Section 21** shall mean all information relating to SMG, the Authority, and the Vikings, their respective businesses, or the Job Site which (i) 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, and the Vikings to CONTRACTOR, (ii) comes within CONTRACTOR’s custody, possession, or knowledge, or (iii) is developed, compiled, prepared, or used by CONTRACTOR in the course of performing its Services under this Agreement, including, but not limited to, operational plans and specifications, current and future advertising and marketing plans, condition of the Job Site, agreements, contracts, licenses, business circulars, prospectuses, memoranda, drawings, and other information of an operational, technical, structural, or economic nature related to SMG, the Authority, and the Vikings, the Job Site, and/or its management, operation, or promotion of the Job Site. Information shall also include the fact that the parties have entered into this Agreement for the provision of the Services.

C. **Confidentiality Obligations.** 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 be maintained to confidence by CONTRACTOR and its directors, officers, employees, consultants, subcontractors, and agents. In addition, CONTRACTOR and its directors, officers, employees, consultants, subcontractors, and agents shall not, without the prior written permission of the specific disclosing party, disclose in any manner whatsoever, in whole or in part, or use the Information of SMG, the Authority, and the Vikings other than for the purpose of performing its Services under this Agreement. Without limiting the foregoing, CONTRACTOR shall restrict the custody, possession, knowledge, development, compilation, preparation, and use of the Information to its officers, employees, and permitted consultants, subcontractors, and agents who are directly involved in performing its Services hereunder to the extent they have need of such Information in order to perform such Services and then only on a confidential basis acceptable to SMG, the Authority, and the Vikings, as the respective disclosing party. 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.

D. **Required Level of Protection.** So long as CONTRACTOR is restricted pursuant to this **Section 21**, CONTRACTOR shall, notwithstanding the provisions of **Section 21.C** above, take all steps that are commercial reasonable within the industry, in any event no less than it would normally take, to protect its own confidential information to ensure that the Information received by it shall be maintained in confidence and not disclosed or used as provided herein. Notwithstanding the foregoing, CONTRACTOR shall be liable to SMG, the Authority, and the Vikings, as applicable, for any breaches or violations of this Agreement by any director, officer, employee, consultants, subcontractors, or agent of CONTRACTOR.

E. **Return of Information.** Upon SMG's written request, or at the request of the Authority or the Vikings, as applicable, CONTRACTOR shall promptly return to the applicable disclosing party all tangible material (including all copies, models and samples thereof) that discloses or relates to any of the Information.

F. **Exceptions to Information.** The obligations of CONTRACTOR under this **Section 21** shall not apply to: (i) Information which, at the time of disclosure thereof, is in the public domain; (ii) Information which, after disclosure, becomes a part of the public domain by publication or otherwise, except by breach of this Agreement by CONTRACTOR; (iii) Information which CONTRACTOR receives from a third party who has the right to, and legally does, disclose the same to CONTRACTOR; or (iv) Information which is required to be disclosed by judicial or administrative process or, in the opinion of counsel, by other mandatory requirements of Law. Notwithstanding the foregoing, Information shall not be deemed in the public domain simply because it is included in more general information in the possession of CONTRACTOR.

G. **Restricted Communications.** In connection with the performance of the Services hereunder, any communications, oral or written, that CONTRACTOR may need to have with any other party (including without limitation the Authority or its directors, officers, employees, agents or representatives) shall be made through SMG and its designated officers and employees, unless CONTRACTOR receives the prior written consent from SMG's General Manager at the Job Site.

H. **Equitable Remedies and Specific Performance.** 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. CONTRACTOR acknowledges that each of the Authority and the Vikings have standing for asserting a direct cause of action against CONTRACTOR for breach of this **Section 21** as an intended third party beneficiary of this Agreement.

I. **Survival of Confidentiality Obligations.** The obligations of confidentiality and non-use contained in this **Section 21** shall expire five (5) years after the expiration or termination of this Agreement; **provided, however,** the obligations of confidentiality and non-use shall not expire or terminate with respect to trade secrets disclosed to CONTRACTOR, and such obligation shall survive indefinitely with respect to trade secrets.

22. **TAXES**

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.

23. **TERM AND TERMINATION**

A. **Term.** Subject to earlier termination hereunder pursuant to **Section 17** or **23.B** below, the term of this Agreement shall commence on [REDACTED] and terminate on **May 31, 2021.**

B. **Termination.**

(a) **Termination by SMG.**

(i) SMG may terminate this Agreement with or without cause, by providing written notice of such termination to CONTRACTOR. Termination shall be effective thirty (30) days from the date of the written notice of termination; and

(ii) SMG may terminate this Agreement pursuant to the default provisions of **Section 17**, which termination may be immediate or at a date selected by SMG.

(b) **Termination by CONTRACTOR.** CONTRACTOR shall have the right to terminate this Agreement only upon material default by SMG and only if the CONTRACTOR provides written notice of default to SMG and SMG fails to cure the default (if a default exists) within thirty (30) days of receipt of CONTRACTOR's written notice.

24. **INTEGRATED AGREEMENT**

A. **Entire Agreement.** 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.

B. **Counterparts and Electronic Signatures and Transmission.** For the convenience of the parties, 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.

25. **SEVERABILITY**

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.

26. **BREACH**

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

27. **APPLICABLE LAW, INTERPRETATION**

A. **Governing Law and Venue.** This Agreement is entered into in the City of Minneapolis, Minnesota and shall be governed, interpreted and enforced in accordance with the internal Laws of the State of Minnesota, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable Law of any other state. 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 in Hennepin County, Minneapolis, Minnesota.

B. **Section Headings.** Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. **Arms-Length Negotiation.** This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

28. **THIRD-PARTY BENEFICIARIES.**

A. **Third Party Beneficiaries.** Except as otherwise expressly stated herein, this Agreement shall not be construed as giving 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 or any of the provisions herein contained, this Agreement and all provisions and conditions hereof being intended to be, and being, for the sole and exclusive benefit of such parties and their successors and permitted assigns and for the benefit of no other person or entity.

B. **Intended Third Party Beneficiaries.** SMG and CONTRACTOR acknowledge and agree that the Authority and the Vikings are each direct and intended third party beneficiaries of this Agreement. The foregoing shall be deemed by the parties to include the direct right to enforce terms of this Agreement which arise from the interests of the Authority and the Vikings under this Agreement. In addition to the foregoing, it is acknowledged and agreed that CONTRACTOR shall use best reasonable commercial efforts to coordinate and cooperate with the Vikings in the timing, delivery and provision of the Services for Team Stadium Events, including coordination with representatives to resolve operational and other issues which arise in connection with the Services.

**[SIGNATURE PAGE FOLLOWS]**

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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: \_\_\_\_\_

**CONTRACTOR:**

By (Signature): \_\_\_\_\_

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

Print Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

**[SIGNATURE PAGE TO AGREEMENT FOR CLEANING SERVICES]**

## **EXHIBIT A**

### **CONTRACTOR'S SERVICES**

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

**Scope: Cleaning Services (See RFP)**

## **EXHIBIT B**

### **PAYMENT TERMS AND CONDITIONS**

Payment is net 30. Invoice the work within seven (7) business days of completing the event. Failure to do so may result in a delay in payment.

#### **Time and Material Rates:**

**XX**

#### **Wage Escalation in year 2 – 2019**

**XX**

#### **Wage Escalation in year 3 - 2020**

**XX**