



**REQUEST FOR PROPOSAL**

**24-Hour Facility Security**

**ASM GLOBAL/U.S. BANK STADIUM**

**February 2021 – June 2024**

## **Project Background**

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 (the “Stadium”) now named U.S. Bank 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.

As set forth in the Act, the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Stadium”) was a collaborative process between the Authority and Minnesota Vikings Football Stadium, LLC (the “Team”).

The Stadium is located on a site partially including the site of the former Hubert H. Humphrey Metrodome and also including additional adjacent land that was been acquired in Minneapolis, Minnesota. The Stadium was designed to meet the standards required for a National Football League (“NFL”) franchise, as well as other programmatic uses consistent with other multipurpose facilities. The Stadium was designed in accordance with the design requirements set forth in the Act and such additional standards as were established by the Authority. Construction of the Stadium and Stadium Infrastructure was completed and approved for occupancy in advance of the Minnesota Vikings’ 2016 NFL season. Since 2016, U.S. Bank Stadium has hosted more than 30 NFL football games to include a Super Bowl in 2018. Additionally, the stadium has welcomed more than 10 major concerts and tours, the NCAA Men’s Basketball Final Four, and multiple years of the X-Games.

The MSFA chose SMG in August 2014 as the operator for U.S. Bank Stadium. SMG had had extensive experience in operating major sports venues, managing over 200 facilities worldwide, including four NFL stadiums (Soldier Field in Chicago, Mercedes-Benz Superdome in New Orleans, NRG Stadium in Houston and Everbank Field in Jacksonville). In February 2019, SMG merged with AEG Facilities and formed ASM Global, a global venue and facility management company that operates more than 310 venues across five continents. ASM Global will book, operate and maintain the stadium and all contractors and partners will report to ASM Global.

## **TABLE OF CONTENTS**

### **PART ONE - GENERAL**

- I.** Introduction
- II.** Proposal Format
  - 1. General
  - 2. Technical Proposal
  - 3. Price Proposal
  - 4. Labor Requirements
- III.** General Conditions

### **PART TWO - 24 HOUR SECURITY SPECIFICATIONS**

- I.** Specification of Services

### **PART THREE- LICENSE AND INSURANCE REQUIREMENTS**

### **PART FOUR – SUPPLEMENTAL REQUIREMENTS**

## **PART ONE– GENERAL**

### **I. INTRODUCTION**

#### **Request for Qualifications**

ASM Global is seeking proposals from companies (“Bidders”) interested in providing event staff for 24- Hour Security services at U.S. Bank Stadium utilizing well trained, customer service focused and supervisors capable of providing all phases of these services such as crowd control and access control as well as VIP escorts. The 65,000 seat stadium is a state-of-the-art facility incorporating a turf playing surface, seven public concourses, a below grade service level, home and visiting team locker rooms, food service facilities and all ancillary facilities necessary to support all events.

The stadium is designed to provide a wide array of events for the community and state. It will host high school and college sporting events, including baseball, soccer and football. The stadium can also accommodate large trade shows and concerts as well as smaller intimate events in the stadium’s six high end club spaces and locations throughout the building.

#### **1. Purpose**

ASM Global is accepting proposals from companies interested in providing event staff for 24- hour security services for U.S. Bank Stadium. The 24- hour security services consist the 24-hour building watch, camera monitoring, access control and guard tours. ASM will be selecting a company (“Contractor”) that will have the responsibility for providing for all areas as outlined more fully in Part Two of this Request for Proposal.

#### **2. Contract Term**

The term of the security contract shall be Feb. 01, 2021 to June 30, 2024 with a ninety (90) day window where either party is able to terminate the contract with prior written notice. The selected Contractor has the opportunity to propose an alternative to these terms if they chose to do so. The selected Contractor must be prepared to provide services pursuant to the agreement as of February 1, 2021.

#### **3. Contact Information**

The sole point of contact for this Request for Proposal is:

Aaron Liepins  
Director of Security & Guest Services  
aliepins@usbankstadium.com  
612.777.8768 (Office)  
612.219.7755 (Cell)

#### **4. Written Questions**

Any questions concerning this request for proposals must be submitted via email to [aliepins@usbankstadium.com](mailto:aliepins@usbankstadium.com) no later than 5:00PM December 01, 2020.

#### **5. Proposal Submission Date**

Proposals must be received by ASM Global prior to 5:00PM central standard time on January 01, 2021. Any proposal received after this time will not be considered. All bids can be mailed, or hand delivered to the address below:

Aaron Liepins  
401 Chicago Ave.  
Minneapolis, MN 55415

ASM Global will not be liable for any costs incurred in the preparation and presentation of the Response.

#### **6. Reserve Clause**

ASM Global reserves the right to reject any and all proposals at any time for any reason whatsoever, and/or change the timing and procedure of this bidding process.

#### **7. Acceptance of Proposal (Award)**

It is the intent of ASM Global to award the contract to the Bidder offering the best value, provided the proposal has been submitted in accordance with the requirements of this request for proposals and does not exceed ASM's budget.

ASM Global reserves the right to make on-site inspections of facilities where participant provides services similar to the services requested hereunder before the award of the contract.

#### **8. Post-Proposal Interview/Presentation**

After the proposals are received and evaluated by ASM Global, certain Bidders may be asked to meet with ASM Global for a post-proposal Interview/Presentation.

The post proposal interview may include, but not be limited to, a review of the bid, alternate pricing, unit pricing, financial ability of Bidder to perform the scope of services requested, ability of the Bidder to provide qualified employees to meet staffing needs for events at the stadium, Bidder's regulatory compliance program, Bidder's billing/invoicing system, Bidder's quality control standards and Bidders approach to the Work. ASM Global reserves the right to submit requests for further clarification and to receive written responses by the Bidder.

ASM Global will score proposals on a point system, with some criteria being graded on a pass/fail basis. Bidders who fail any criterion may have their Proposal rejected. Bidders will be provided the criteria for the process. ASM Global reserves the right to reject any or all proposals if responses to the above or any other information in

ASM Global's judgement are unsatisfactory or do not meet the budget, the total aggregate project budget, or required performance standards. This scoring process is one means by which ASM Global will evaluate each submission using consistent criteria. However, ASM Global is not bound to choose the Bidder with the highest points. Rather, ASM will select the Bidder offering the best overall proposal for providing the highest quality services at competitive rates.

## **II. PROPOSAL FORMAT**

### **1. General**

Proposals for 24-Hour Security must be submitted in two parts, a Technical Proposal and a Price Proposal. Three (3) copies of each part shall be submitted marked "24-Hour Security Contract-Technical Proposal and "24-Hour Security Contract- Price Proposal."

### **2. Technical Proposal**

- A. Description of Bidder – provide a 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.
- B. Experience of Bidder – List relevant company experience within the past five 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. Bidder must have at least five (5) years' experience performing 24-hour security services for large venues and events with the capacity of at least 45,000. Information should include any and all joint venture partners.
- C. Project Team 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.
- D. Experience of Key Personnel – Summarize the experience of key personnel and managers who would be assigned to 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 management at venues with a seating capacity of at least 45,000. ASM Global reserves the right to interview and have final approval of the proposed onsite manager. Bidder must identify the proposed onsite manager candidate to include their qualifications and work history in the proposal. If Bidder is unable to identify a single candidate then it must provide a list of possible candidates. In addition, Bidder shall list the names of the Qualified Representative, Minnesota Manager, and approved training instructors pursuant to Minnesota State statutory and regulatory requirements for licensed Protective Agents.

- E. 24-Hour Security Work Plan- Present a detailed plan for how staff and supervisors will perform job functions including but not limited to static, roaming and patrolling 24-hour security positions, crowd management services, CCTV monitoring, report writing, access control and metal detection.
1. Organize tasks and job duties to be performed.
  2. Approximate number of security staff, supervisors and event managers assigned to different tasks.
  3. Provide a proposed staffing plan for the stadium.
  4. Provide a detailed description of your training program.
  5. Staffing deployment sheets.
  6. Staff protocols, procedures and policies.
  7. Staff Job Descriptions and position orders.
  8. Equipment to be utilized; provide a detailed list.
- F. Provide a detailed description for accountability for all staff; explain how you ensure the identity of each staff member prior to their gaining access to the Stadium; explain how you will be able to know exactly which of your employees is providing what specific services at the Stadium at any point in time during an event; and explain how you will know the identity of each employee working for Contractor at any time while each is performing security services at the stadium.
- G. Describe the proposed hours each staff member will work in a single, continuous shift and provide a detailed description of how the Bidder will ensure each staff member is capable of maintaining readiness during the duration of their shift.

### **3. Price Proposal**

The Proposer should develop a staffing plan for the stadium. Stadium maps will be given to assist with the budget. Contractor will be expected to fulfill security shifts with staff 24 hours a day, seven days a week, including all Holidays on both event days and non-event days when needed.

For all additional events including the Vikings games, please provide a detailed per-event labor staffing which includes hourly rates outline and budget and identify on a line item basis all anticipated expenses to provide the specified services (Year over year), including but not limited to the following:

1. All direct costs
2. Staff hourly rates
3. Any and all corporate charges
4. Any and all administrative charges
5. Management fee
6. Minimum wage increases
7. Billing Cycle (When does the billing start)

All information requested must be submitted to include the following:

1. A valid Minnesota Security Company License.
2. Any permits required to do business in Minnesota.
3. Event staff should be “trained crowd managers” per National Fire Protection Association (NFPA) Life Safety Code 101.
4. A certificate of insurance entailing all coverages for the Contractor in the State of Minnesota.
5. All security services employees must be trained, fingerprint background checked and at all times qualified pursuant to the laws of the State of Minnesota.

#### **4. Employee Requirements**

In response to this request for proposal, Contractor 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 its employment of its employees at the Stadium and the services that Contractor will provide there.

- A. Contractor will be responsible for hiring, training, managing, supervising, directing, disciplining and terminating its employees. Contractor 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.
- B. Contractor will compensate its own employees and comply with all applicable tax laws and all other legal requirements for their employment. Among other things, Contractor will ensure its employees are legally authorized to work in the United States.
- C. 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.
- D. Contractor will assign a competent, full-time management employee to be Contractor’s liaison with ASM Global’s General Manager and Director of Security & Guest Services. If at any time ASM Global 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.
- E. Contractor will make best efforts to employ women and members of minority communities when hiring its employees to provide services at the Stadium.
- F. 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, 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, military status,

veteran status, or any other classification protected by applicable law.

- G. Contractor will undertake measures designed to eliminate any 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 training programs.
- H. Contractor will provide all required training of employees under federal, state and local laws, including any required training regarding anti-harassment, anti-retaliation, anti-discrimination and workplace safety training.
- I. 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 or 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 Contractor determines is suitable under its policies, as long as such action ensures that there will not be another violation. Contractor's employees will be prohibited from bringing any firearms or other deadly weapons into the facility.
- J. Contractor 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:
  - 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 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 Contractor from engaging in a lockout of Contractor'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 Contractor's services at the Stadium;
  - 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:
    - 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; and

- For final and binding arbitration of any dispute involving the interpretation, application, or enforcement of the collective bargaining agreement or other valid contract.
- K. Contractor will ensure that its employees will comply with all rules and regulations applicable to employees working at the Stadium, and National Football League rules with respect to football games.
- L. Contractor's employees will wear neatly attired clothing that adequately identifies them as employees of Contractor.
- M. ASM Global requires the following qualifications for all of Contractor's employees providing services at U.S. Bank Stadium:
- Qualified to provide protective services pursuant to and at all times compliant with Minnesota Statutes Chapter 326.
  - Must have passed fingerprint background check as required by statute, and have provided to the Contractor a background for the past five (5) years or as reasonably available; have no disqualifying criminal background or any conviction involving moral turpitude; and pass an annual perpetual background check. ASM Global reserves the right to preclude any employee from providing services at the Stadium due to negative background information, regardless of severity or whether a conviction resulted.
  - Must have completed all state-mandated pre-assignment training and site-specific training before providing any crowd management services at the Stadium.
  - Must be a regular full or part time employee of the contractor
  - Must not be employed by (a) a temporary staffing agency, group or other labor pool organizing company; or (b) a non-profit organization ("NPO").
  - Must be able to verbally communicate in a clear, distinct and courteous manner.
  - Must be able to clearly and accurately write and complete all required reports.

### **III. GENERAL CONDITIONS**

#### **1. Professional Image Standards**

- A. The Contractor 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 determine the uniform including, color, style, print size and logo placement. ASM Global reserves the right to place a U.S. Bank stadium logo on the contractor's uniform at no cost. Bidder shall provide an image of their anticipated uniform design with proposed bid.

- B. Uniform standards and employee appearance must be maintained in a professional manner. Employees must be in uniform at all times when providing services at the Stadium. Employees are not to wear soiled uniforms. Visible piercings shall be kept to a minimum. No visible sports logo(s) other than the U.S. Bank official marks are allowed while working. Employees shall not commute in uniforms displaying U.S. Bank official marks or logos.

#### **IV. FACILITY POLICIES AND PROCEDURES**

- A. Employees of the Contractor shall adhere to all established security procedures at the facility. When an employee enters or exits U.S. Bank Stadium they must document whether they are “on” and “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 security employee; they shall immediately notify the contractor verbally, followed by written notification to the Contractor. The Contractor will be required to address the employee’s conduct immediately upon verbal notice.
- B. ASM Global will have the right to cause the immediate removal of any employee of the Contractor 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 Contractor 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. ASM Global will have the right to cause immediate removal and prohibit the continued use by Contractor of any employee to provide Crowd Management Services to ASM Global when ASM Global, in its sole discretion, deems that the employee had engaged in conduct at any point in time that is inconsistent with the mission or values of ASM or the MFSA, or is otherwise inconsistent with providing security at a large, publicly funded venue, whether the conduct occurred at the Stadium or was unrelated to the employees conduct.
- D. The Contractor must use ABI, an electronic time keeping system to track all hours worked by their employees. At the request of ASM Global, the Contractor must provide a copy of records for auditing purposes. All invoices must be accompanied by a Person-Premise report showing the identity of each employee, the times the employee actually entered and exited the Stadium, the number of hours the employee worked, the employee’s pay rate and the total amount invoiced for that employee. Each invoice must be accompanied by a signed verification by a management-level employee of the Contractor certifying its accuracy.
- E. The Contractor will be required to obtain and maintain appropriate insurance coverage, including employee dishonesty coverage in form and amount reasonably acceptable to ASM Global.

- F. Contractor when required shall coordinate and or adjust security schedules to accommodate all events held at U.S. Bank Stadium.
- G. Prior to the start of the season, all Contractors' employees must attend a U.S. Bank Stadium wide Customer Service Training Session, ("SKOL Service training") to be eligible to work in the stadium that season.
- H. Prior to the start of the season, all Contractors' employees must attend TEAM Training (Techniques for Effective Alcohol Management).
- I. Any Contractor's employees starting employment after the start of the season must complete the above-referenced training requirements prior to providing any services at U.S. Bank Stadium.
- J. Security Equipment
  - 1. ASM owns the following equipment, which will be given to the Contractor during the term to operate. Any necessary equipment repairs must be reported to the ASM immediately. Aside from standard preventative maintenance, the contractor shall not attempt repairs on equipment without the prior approval from ASM.
    - a. Magnetometers and hand wands
    - b. Bag Search Tables
    - c. Bag Search Boxes
    - d. Informational Signs
    - e. 24/7 Software Communicator Devices
  - 2. It is the responsibility of the Contractor to provide the following equipment to perform the job and exceed all of the NFL's Best Practices for Stadium Security.
    - a. Ear Pieces
      - Earpieces must be worn at all times by all staff for all events
    - b. Flash Lights
    - c. Incident Cards
      - Incident cards should be presented to ASM prior to being used by staff to ensure the cards meet all of NFL's Best Practices guidelines.
  - 3. ASM will supply Contractor with office space. Operator will supply sufficient power outlets to charge battery-operated equipment.
  - 4. ASM will include the Contractor's telephone on the house phone system, but Contractor will be responsible for ordering telephone, fax and internet access beyond what is furnished and long distance.

5. Contractor will supply all office furniture and equipment necessary to operate office area if they require anything beyond what is provided including computers and printers.
6. An annual inspection of the spaces assigned to the Contractor will be conducted by our Facility Operations department. Contractor will be responsible to pay for the repair of any damages identified during the inspection. ASM reserves the right to enter the contractor's office at any time for maintenance repairs.

## **PART TWO –24 HOUR SECURITY STAFFING SPECIFICATIONS**

### **1. SPECIFICATION OF SERVICES**

- A. The Contractor will provide appropriate number of event staff, supervisors and event managers during events, including pre-event parties and activities both inside the stadium and on the exterior to maintain the safety of the stadium and guests. ASM Global will provide the contractor with an anticipated attendance and the contractor will ensure that facility is staffed based on the corresponding predetermined staffing level. ASM will have the final sign off on all staffing numbers.
- B. Positions should be staffed by trained, qualified and competent professional personnel. A position description sheet will be written detailing the requirements associated with each role in the stadium.
- C. Except as expressly approved by ASM, the Contractor shall not be permitted, without the prior written consent of ASM, to assign or delegate, in whole or in part, its obligations or responsibilities hereunder or under any resulting contract. Such prohibition shall require the Contractor and any approved subcontractor to provide its services only through its own employees, i.e., neither the Contractor 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 Contractor hereunder.
- D. 24 Hour Security Services include but are not limited to:
  - 1. Crowd control
  - 2. Bag searches
  - 3. Use of Metal detection (Magnetometers and hand wands)
  - 4. Knowledge and Enforcement of rules and policies set by ASM Global
  - 5. Day and night shifts
  - 6. CCTV monitoring
  - 7. Loading Dock Coordination
  - 8. Access Control and Vendor Credential Check In
  - 9. Static, Roaming and patrolling 24-hour security positions
- E. The Contractor and the onsite Manager will report to and take direction from the ASM's Director of Security & Guest Services and/or his designated assistant. Staffing requests, times, pre and post times and duties will be communicated to the Contractor in writing. Such information will be given to the Contractor as soon as possible. ASM retains the right to make adjustments in the number of staff requested, times, locations, and duties up to three (3) days prior to the actual commencement of coverage.
- F. Weather Delays and postponements: These are fluid situations, often indeterminable in advance. The Contractor shall maintain, or reduce staffing levels, in accordance with the needs for each weather-affected game or event, as determined by ASM Global.



### **PART THREE- LICENSE AND INSURANCE REQUIREMENTS**

The successful Contractor 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 Contractor. 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 Contractor. Employers' Liability coverage on the Workers Compensation policy shall be written in the minimal amount of \$1,000,000.00
- C. 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 Contractor in connection with the services required under Contract.
- D. 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.
- E. Insurance against Loss and/or Damage to contractor's property and other 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 in the agreement on the premises. Such insurance shall provide coverage for the property of others in the care, custody and control of Contractor.
- F. All such insurance coverage, with the exception of Workers' Compensation, shall name ASM Global, MSFA and Vikings and their employees, agents, officers and directors as additional insured thereunder, and provide coverage for additional insureds in at least the amounts of insurance required above for each specific type of insurance.
- G. 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.

- H. All policies should contain a waiver of subrogation in favor of the ASM Global, MFSA and Vikings and any and all parties deemed necessary.

## **PART FOUR - SUPPLEMENTAL REQUIREMENTS**

- A. Being located in a cold weather climate, all staff should have the proper uniforms and equipment to operate in these types of conditions.
- B. 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.
- C. Exterior walkways, streets, parking lots and public areas
  - 1. Designated exterior walkways, streets and public areas shall be maintained and staffed to the same standards as the interior of the stadium. This includes designated Parking Garages, Parking Lots, plazas and Urban Park owned and operated under U.S. Bank Stadium and sidewalks surrounding the stadium.
- D. Right to Decline Work
  - 1. The Security Contractor shall be required to provide all security services required and cannot selectively decline a particular service.
- E. Year Round/Daily Requirements
  - 1. The contractor will provide staffing as required to cover all non-game “Special Events” throughout the year (weddings, concerts, parties, conferences, charity events, etc.). Staffing for special events will require nighttime, weekend, and holiday work. Contractor and ASM Global will mutually agree upon staffing levels required for “Special Events” on a case-by-case basis. Contractor will invoice for each “Special Event” within 5 business days of the end of the event. Contractor’s proposal will provide standard, and holiday hourly labor rates for each of the positions needed for “Special Events”, these include: manager, supervisor and worker.
- F. Indemnification Requirements.
  - 1. The contractor shall defend, indemnify and hold harmless ASM Global, the MFSA and each of their officers, directors, employees, agents and affiliates (collectively, “Indemnified Parties”) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, compromises, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, fees and the costs of enforcing any right to indemnification, and the cost of pursuing any insurance providers, incurred by Indemnified Parties (collectively, “Losses”), relating to any claim, cause of action or suits of a third party, ASM Global or the MFSA, arising out of or resulting from the willful,

fraudulent, or negligent acts or omissions of the Contractor, its employees, agents, sub-contractors, guests or assignees, or the Contractor's breach of the contract with ASM Global.

2. The Contractor shall reimburse ASM Global for the costs and expenses incurred by ASM Global relating to any internal investigation undertaken by ASM Global as a result of a good-faith and reasonable belief or credible allegation failure to fully comply with federal, state and local laws and ordinances and/or any of the Contractor's obligations, representations, covenants or agreements pursuant to its contract with ASM Global and the Contractor shall defend, indemnify and hold harmless Indemnified Parties against any and all Losses relating to any claim, cause of action or suits of a third party, ASM Global or the MFSA, arising out of or resulting from the Contractor's failure to fully comply with federal, state and local laws and ordinances and/or any of its obligations, representations, covenants or agreements pursuant to its contract with ASM Global.