

REQUEST FOR PROPOSALS
LOCAL AREA NETWORK (LAN) AND IP TELEPHONE SYSTEM
FOR THE NEW MINNESOTA MULTIPURPOSE STADIUM
IN MINNEAPOLIS, MINNESOTA

September 16, 2014

A. Project Background and Objectives

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

As set forth in the Act, the design, development and construction of the Stadium and the Stadium Infrastructure (collectively, the “Project”) is a collaborative process between the Authority and Minnesota Vikings Football, LLC (the “Team”). To that end, the Authority and the Team have prepared this Request for Proposals (“RFP”) for the design, construction and implementation of a Local Area Network (LAN) and IP Telephone System.

The Preliminary Programs for these systems are incorporated within these Requests for Proposals. The Project is located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the “Existing Stadium”) and also including additional adjacent land that has been acquired, in Minneapolis, Minnesota. The 100% Construction Documents identifying Local Area Network (LAN) and IP Telephone System equipment rooms and end device locations are also incorporated within the Requests for Proposals. The Stadium is being 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 Project will be designed in accordance with the design requirements set forth in the Act and such additional standards as are established by the SDC Group (the “Minimum Design Standards”). Construction of the Stadium and Stadium Infrastructure is now underway with substantial completion of the Stadium and Stadium Infrastructure to be achieved not later than July 1, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings’ 2016 NFL season (the “Required Construction Schedule”).

The successful Proposer to the Requests for Proposal will be engaged to perform Local Area Network (LAN) and IP Telephone System final design, construction and implementation services for the Project, as further described in the Requests for Proposal and any addendums that will be issued to these RFPs.

B. Intent and Process of the Requests for Proposal

The Requests for Proposal are focused on the selection of one or more Local Area Network (LAN) and IP Telephone System providers with significant experience in the construction of like systems for at least three similar facilities to act as the Local Area Network (LAN) and IP Telephone System Provider(s) for the Project. It is the desire of the Authority and the Team to consider as part of their the selection criteria the commitment of the Proposer to exert good faith efforts to comply with the plan of the Authority to ensure equitable opportunities for Minority Owned Business Enterprises (“MBE”) and Women Owned Business Enterprises (“WBE”) to participate in the preconstruction services, construction management, and the construction of the Project. The successful Proposer or Proposers must also demonstrate the ability to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts. As described below, each Proposer must provide a plan describing how they will encourage the participation and utilization of MBEs and WBEs in the Proposers’ performance of their services. MBEs and WBEs that are interested in acting as the Local Area Network (LAN) and IP Telephone System Provider(s) for the Project are encouraged to respond to the Requests for Proposal.

C. Requested Qualifications

The Authority and Team reserve the right and discretion to determine the qualifications and responsibility of the Proposers to perform the services that are the subject of the Requests for Proposal. It is the request and intent of the Authority and Team that Proposers responding to these Requests for Proposal have the following qualifications.

- Significant experience in the design, construction and implementation of Local Area Network (LAN) and IP Telephone System environments for at least three similar facilities.
- Experience in the design, construction and implementation of Local Area Networks (LANs) and IP Telephone Systems on a professional or major collegiate sports venue with a seating capacity in excess of 15,000 seats.
- In-house capacity to produce necessary design, construction and schedule documentation, which does not preclude any firm from also identifying potential sub-consultants that could assist in producing such estimates and schedules.
- Bonding capacity or ability to obtain bonding capacity to the full amount of the Local Area Network (LAN) and IP Telephone System Design, Construction and Implementation Proposal.

F. RFP Timeline

Advertise and issue Request for Proposals	September 16, 2014
Publication in Minnesota State Register	September 16, 2014
Pre-proposal Meeting (1010 S. 7 th Street, Lower Level)	September 26, 2014 10 a.m. CST
Written Questions Due	September 30, 2014 4 p.m. CST
Proposals Due	October 7, 2014 4 p.m. CST

Interviews of Shortlisted Proposers
Final Negotiations
Selection of Provider
Project Completion

October 20-21, 2014
October 30, 2014
November 7, 2014
February 1, 2016

By submitting a proposal, the Proposer affirms that this timeline must be met to avoid the potential for significant harm to the progress of the Project and to the interests of the Authority, Team, and public.

G.1 Proposer Qualifications

The following items shall be included in a Proposal Executive Summary:

- Proposer's name and address of office that would have central responsibility for the work. Identify the business form of Proposer and list the principal shareholders or other business owners. If the proposed form of entity is a joint venture, please identify each participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified for the Project.
- Provide copies of Proposer's certificates of insurance showing Proposer's current total limits of liability for commercial general liability, worker's compensation, employer's liability, business automobile liability, and professional liability."
- Provide representative list of similar projects managed by Proposer during that last 10 years or that are currently under construction or management. Include:
 - Project name.
 - Project location.
 - Contracting or ownership entity.
 - Project description; listing dates of construction, seating capacity, project gross square footage and wireless environment cost. Proposers shall be specific about which projects have been worked on by current employees while employed by your firm vs. those that were worked on while employees of another employer. List key principal of Proposer who was responsible for the project.
 - Key contact or reference from project Owner including name, title, email, and telephone number.
- Provide evidence of Proposer's capacity to provide or obtain bonding in a letter from Proposer's bonding company listing Proposer's single project bonding capacity or limit. If Proposer is a joint venture, describe the joint venture's plan to provide bonding capacity.
- Complete and submit a fully executed Confidentiality Agreement

- Submit response to State of Minnesota Affirmative Action Data form and Statement of Non Collusion.

G.2 Submittal Requirements - Proposal

Proposers shall include the following items in their Proposal.

Project Delivery

1. Similar Project Experience. Describe Proposer's experience with fast track projects, and discuss Proposer's view as to appropriate ways to proceed with this Project.
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the work. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Indicate other projects team members are assigned to currently for years 2014 to 2016. Any other relevant experience pertinent to this Project shall be listed under "Other Significant Experience."
3. Project Specific Risks. Identify and describe the risks Proposer perceives as being significant for this Project, and how Proposer intends to mitigate, manage, and control the risks.
4. Project Controls. Describe Proposer's approach and methodology for implementing project controls relating to budget and schedule compliance, with examples of Proposer's experience in successfully managing similar projects that were completed within the established budget and fulfilled the defined project program.
5. Preliminary Completion Schedule. Please provide Proposer's preliminary completion schedule generally demonstrating Proposer's strategy for completing the Project within the Required Project Schedule.
6. Approach to Design Services. Describe Proposer's capability and approach to providing design services, including constructability review, scheduling, value engineering, and other pre-construction planning.
7. Construction Safety. Describe Proposer's approach to maintaining a safe working environment and quality control.
8. Construction Changes and Disputes. Describe Proposer's practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders and construction related disputes.

Equitable Contracting and Hiring

9. Hiring and MBE/WBE Utilization. Describe Proposer's practices and history of hiring women and minorities. Also describe Proposer's specific plan to reach targeted goals for MBE and WBE

construction participation on this project, and Proposer's strategies for employing women and members of minority communities to comply with the Authority's Equity Plan.

10. According to the Act, there shall be no disclosure of any information derived from Proposals submitted by competing Proposers and the content of all Proposals is nonpublic data under Chapter 13 of Minnesota Statutes until such time as a notice to award a contract is given by the Authority.

A Proposer's response may also contain any narrative, charts, tables, diagrams, or other materials in addition to those called for herein, to the extent such additions are useful for clarity or completeness of the response. Attachments should clearly indicate on each the page the paragraph in the Requests for Proposal to which they pertain.

These Requests for Proposals, responses to it, and any subsequent negotiations and discussions shall in no way be deemed to create a binding contract or expectation of an agreement between the Proposer and the Authority and Team.

Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal to the Authority and Team and all presentation, related costs, and travel expenses are that Proposer's sole expense and neither the Authority nor the Team shall, under any circumstances, be responsible for any cost or expense incurred by the Proposers, except the payment of the stipend that will be given to those short listed Proposers who properly submit in good faith the Preliminary Construction Estimate and otherwise complete the Request for Proposal process. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to these Requests for Proposal.

The Authority and Team reserve the right to accept or reject any or all Proposals, to amend or alter the selection process in any way, to postpone the selection process for its own convenience at any time, and to waive any defects in proposals submitted. Proposals are required to remain open and subject to acceptance until an award is finalized, or a minimum of (90) days following the date of submission of Proposals. The Authority and Team also reserve the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

I. Project Labor Agreement

The Authority and Team will require the Proposer to negotiate and enter into a Project Labor Agreement for the Project as part of its services. The Project Labor Agreement shall be subject to the approval of the Authority and Team.

J. Payment and Performance Bonds

By Minnesota statutes and the Act, payment and performance bonds will be required in the amount of 100% of the cost of Proposal.

K. Pre-proposal Meeting

A Pre-proposal Meeting will be held September 26, 2014 at 10 a.m. CST in the Lower Level located at 1010 S. 7th Street, Minneapolis, MN. Parking is available in the attached parking ramp.

L. Proposal Deadline

Proposals are due by 4:00 p.m. CST, October 7, 2014. One electronic copy and 4 bound copies of each document should be enclosed in a sealed envelope addressed to:

Local Area Network (LAN) and IP Telephone System Proposal

Steven C. Maki, PE
Minnesota Sports Facilities Authority
511 11th Avenue South, Suite 401, Minneapolis, MN 55415

One electronic copy and 4 bound copies should also be sent and addressed to:

Local Area Network (LAN) and IP Telephone System Proposal

Don Becker, Project Executive
Garden Homes Development
13-15 West 54th Street – First Floor
New York, NY 10019

N. Questions or Inquiries

All questions must be submitted in writing no later than 4:00 p.m. CST, September 26, 2014 to:

Steven C. Maki, PE
Sr. Stadium Director
511 11th Ave. South Suite 401
Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

With copies to:

Don Becker, Project Executive
Minnesota Vikings Football, LLC
Minnesota Vikings - Winter Park
9520 Viking Drive
Eden Prairie, MN 55344
Fax: 952.828.6513
Email: beckerd@vikings.nfl.net

O. Minnesota Government Data Practices

All proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by

competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract is given by the Authority. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

P. List of Exhibits

- Exhibit A Acknowledgement and Attestation Form
- Exhibit B Confidentiality Agreement
- Exhibit C Non Collusion Statement
- Exhibit D Minnesota Department Affirmative Action Data Page

**NEW MINNESOTA MULTI PURPOSE STADIUM
ACKNOWLEDGEMENT AND ATTESTATION FORM**

(To Be Submitted With Proposal)

In submitting a Proposal the undersigned has certified that the Proposer has reviewed the Request for Local Area Network (LAN) and IP Telephone System Proposal ("RFP") dated September 16, 2014 and is familiar with the terms and conditions therein and accepts and waives any protest of the terms and conditions imposed under the RFP and all documents identified therein.

The Proposer understands the Authority and Team reserve the right to reject any or all proposals in accordance with its best interest. The Proposer submitting a response does so at its own expense. I hereby certify that the foregoing is true and correct.

Proposer's Name _____

Name: _____

Title: _____

Date: _____

Witness: _____

Name: _____

Title: _____

Date: _____

Note: Use full corporate name and attach corporate seal, if any, here. {SEAL}

EXHIBIT B

CONFIDENTIALITY AGREEMENT (To Be Included Submitted With Indication of Interest and Qualifications)

This Confidentiality Agreement (the "Agreement") made and entered to as of the _____ day of _____, 2014, by and between the Minnesota Sports Facilities Authority ("Authority") and _____ ("Proposer") in connection with the design, construction and financing of the new Minnesota Multi-Purpose Stadium (the "Project"). For purposes of this Agreement, Minnesota Vikings Football, LLC are hereinafter referred to as the "Team". The Authority and Team and each of their respective subsidiaries and affiliates are hereafter referred to individually or collectively as "Project Participants".

1. For purposes of this Agreement, "Confidential Information" means any and all information accessed, received, obtained or otherwise learned about the Project Participants as a result of the Project, and/or any other information whether or not designated as Confidential Information by the Project Participants . Notwithstanding the above, Confidential Information will not include any information that (a) is or becomes public knowledge other than by the Construction Manager's act or omission or (b) is or becomes available to without obligation of confidence from a source (other than the Project Participants) having the legal right to disclose that information.
1. Without the prior written consent of the Project Participants, which may be given or withheld in their sole and absolute discretion, the Proposer will (a) not disclose any Confidential Information to any third party nor give any third party access thereto, and (b) only disclose the Confidential Information to those of its employees or agents who need to know such information for purposes of completing the Project and who are bound by confidentiality obligations no less restrictive than this Agreement. For the avoidance of doubt, any disclosure by the Project Participants of work product received from the Proposer shall not be considered a breach of this Agreement.
1. The Proposer will use at least the same degree of care to avoid the publication, disclosure, reproduction or other dissemination of the Confidential Information as employed with respect to its own valuable, proprietary information which it protects from unauthorized publication, disclosure, reproduction or other dissemination and in no event shall the Construction Manager use less than reasonable care.
1. If the Construction Manager receives notice that it may be required or ordered to disclose any Confidential Information in connection with legal proceedings or pursuant to a subpoena, order or a requirement or an official request issued by a court of competent jurisdiction or by a judicial, administrative, legislative, regulatory or self-regulating authority or body, the Proposer shall (a) first give written notice of the intended disclosure to the Project Participants as far in advance of disclosure as is practicable and in any case within a reasonable time prior to the time when disclosure is to be made, (b) consult with the Project Participants on the advisability of taking steps to resist or narrow such request and (c) if disclosure is required or deemed advisable, cooperate with the Project Participants in any attempt made to obtain an order or other reliable assurance that confidential treatment will be accorded to designated portions of the Confidential Information or that the Confidential Information will otherwise be held in the strictest confidence to the fullest extent permitted under the laws, rules or regulations of any other applicable governing body.
1. The Proposer acknowledges that the unauthorized disclosure or use of Confidential Information could cause irreparable harm and significant injury, the precise measure of which may be difficult to ascertain. Accordingly, the Proposer agrees that the Project Participants will be entitled to specific performance and injunctive or other equitable relief, without bond, as a remedy for any such breach or threatened breach, in addition to all other rights and remedies to which the Project Participants may have. The Proposer will, except

to the extent inconsistent with (a) its use in connection with legal proceedings or (b) applicable law, regulations, rules or official requests, at the Authority's election, destroy or return to the Project Participants any tangible copies of the Confidential Information and permanently delete all electronic copies of the Confidential Information in its possession or control, if any, at the earlier of the request of the Project Participants or the completion of the Project and will certify in writing to the Project Participants that it has completed the foregoing.

1. In the event of any litigation between the Project Participants and the Proposer in connection with this Confidentiality Agreement, the unsuccessful party to such litigation will pay to the successful party therein all costs and expenses, including but not limited to actual attorneys' fees incurred therein by such successful party, which costs, expenses and attorneys' fees shall be included as a part of any judgment rendered in such action in addition to any other relief to which the successful party may be entitled.
1. All references to the Proposer herein also include any of its officers, directors, employees, attorneys, agents, professional advisors and independent contractors and any person, corporation, partnership or other entity which, directly or indirectly, controls, is controlled by, or is under common control with, the undersigned. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and may be modified only by a written instrument duly executed by the parties hereto. All clauses and covenants contained in this Agreement are severable and in the event any of them is held to be invalid by any court, this Agreement will be interpreted as if such invalid clauses and covenants were not contained herein. The Proposer represents and warrants that it has the right and authority to enter into and perform this Agreement. This Agreement may not be assigned without the Project Participants' prior written consent (in their sole discretion). This Agreement shall be construed in accordance with the internal laws of the State of Minnesota, USA, without regard to its principles of conflicts of laws. None of the provisions of this Agreement can be waived or modified except expressly in writing by the parties hereto.

Dated and effective this _____ day of _____, 2014

("Authority")

_____(Seal)
("Proposer")

WITNESS:

(If Proposer is a Corporation, complete below)

By: _____

Title: _____

Attest: _____

Title: _____

(if applicable)

EXHIBIT C

NON-COLLUSION STATEMENT

(To Be Included Submitted With Indication of Interest and Qualifications)

STATE OF _____

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he or she is

Title of Person Signing

of _____

Name of Proposer

states that all statements made and facts set out in the Proposal for the above Project are true and correct; and the Proposer (the person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Proposer is not financially interested in, or financially affiliated with, any other Proposer for the above Project.

Proposer _____

By _____

Its _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires

EXHIBIT D

State Of Minnesota – Affirmative Action Data Page (For responses in excess of \$100,000 only)

If your response to this solicitation is in excess of \$100,000, please complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363.073) certification requirement, and to provide documentation of compliance if necessary. *It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract.*

How to determine which boxes to complete on this form:

Then you must complete these boxes...	BOX A	BOX B	BOX C	BOX D
On any single working day within the past 12 months, if your company...				
Employed more than 40 full-time employees in Minnesota				
Did not employ more than 40 full-time employees in Minnesota, but did employ more than 40 full-time employees in the state where you have your primary place of business				
Did not employ more than 40 full-time employees in Minnesota or in the state where you have your primary place of business.				

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

–or–

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX D.** Include a copy of your certificate with your response.
- We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date) at _____ (time). [If you do not know when the Department received your Plan, contact the Department.] We acknowledge that the plan must be approved by the MDHR before any contract or agreement can be executed. **Proceed to BOX D.**
- We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. *We acknowledge that our response will be rejected.* **Proceed to BOX D. Call the Minnesota Department of Human Rights for assistance.**

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be reviewed and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For companies, which *have not* had more than 40 full-time employees in Minnesota but *have* employed more than 40 full-time employees on any single working day during the previous 12 months in the state where they have their primary place of business

You may achieve compliance with the Minnesota Human Rights Act by certifying that you are in compliance with applicable Federal Affirmative Action requirements.

Check one of the following statements if you have not employed more than 40 full-time employees in Minnesota but you have employed more than 40 full-time employees on any single working day during the previous 12 months in the state where you have your primary place of business:

- We are not subject to Federal Affirmative Action requirements. **Proceed to BOX D.**
- We are subject to Federal Affirmative Action requirements, and we are in compliance with those requirements. **Proceed to BOX D.**

BOX C – For those companies not described in BOX A or BOX B

Check below. You are not subject to the Minnesota Human Rights Act certification requirement.

- We have not employed more than 40 full-time employees on any single working day in Minnesota or in the state of our primary place of business within the previous 12 months. **Proceed to BOX D**

BOX D – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder.

Name of Company: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____ Telephone number: _____

For further information regarding Minnesota Human Rights Act requirements, contact:

Minnesota Department of Human Rights, Compliance Services Section	
Mail: 190 East 5 th Street, Suite 700	Metro: (651) 296-5663
St. Paul, MN 55101	Toll Free: 800-657-3704
Website: www.humanrights.state.mn.us	Fax: (651) 296-9042
Email: employerinfo@therightsplace.net	TTY: (651) 296-1283