

## ADVERTISEMENT FOR QUALIFICATIONS & PROPOSALS

1. Proposals – Submit qualifications and proposals to a Request for Proposals issued by the Minnesota Sports Facilities Authority – Chilled Water & Steam Services, Minneapolis, Minnesota, to Steven C. Maki, Director of Facilities, at the Minnesota stadium and to Don Becker, Project Executive for Minnesota Vikings Football, LLC on or before 1:00 pm CDT, on September 9, 2013.
2. Work Includes – Provide proposal for chilled water & steam services for a new stadium and related stadium infrastructure that will serve as a venue for professional football and a broad range of other civic, community, athletic, educational, cultural, and commercial activities.
3. Examining Documents – Documents will be available for review, at the office of the MSFA, 900 South 5<sup>th</sup> Street, Minneapolis, MN and on the website, MSFA.com after August 14, 2013.
4. Obtaining Documents – Proposers may obtain a copy of documents after August 14, 2013, from the Authority, at the MSFA office, 900 South 5<sup>th</sup> Street, Minneapolis, MN 55415.
5. Pre-proposal Meeting -A Pre-proposal Meeting will be held August 30, 2013 at 10 a.m. CDT in the MSFA Conference Room located at the Metrodome. Attendance at this meeting by representatives of each Proposer is mandatory. Proposals from Proposers who do not attend may not be accepted.
6. Affirmative Action – All proposers, applicants, prime contractors and prospective subcontractors will be subject to a pre-award compliance review to ensure the employment of minorities, women and disabled persons.

The Minnesota Sports Facilities Authority in conjunction with Minnesota Vikings Football, LLC reserves the right to reject any and all proposals and to waive any informalities in any proposals received without explanation.

Ted Mondale, CEO/Executive Director  
Minnesota Sports Facilities Authority

REQUEST FOR PROPOSALS  
FOR CHILLED WATER AND STEAM SERVICES  
FOR A NEW MULTIPURPOSE STADIUM AND  
STADIUM INFRASTRUCTURE  
IN MINNEAPOLIS, MINNESOTA

AUGUST, 2013

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. The Stadium and the Stadium Infrastructure are sometime collectively called the "Project".

The Authority issues this Request for Proposals ("RFP") for chilled water and steam services as further described in this RFP and in **Exhibit A**.

The Project is to be located on a site partially including the site of the current Hubert H. Humphrey Metrodome (the "Existing Stadium") and also including additional adjacent land to be acquired, in Minneapolis, Minnesota (collectively the "Project Site"). The Preliminary Site Plan for the Project is attached hereto as **Exhibit B**.

Construction of the Stadium and Stadium Infrastructure is anticipated to begin in the 4<sup>th</sup> quarter of 2013 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.

B. Chilled Water and Steam Services

This RFP is being issued for the purpose of soliciting Proposals from firm(s) interested in becoming the provider ("Utility Supplier") of chilled water and steam services ("Utility Services") for the new stadium and its operations.

The successful Proposer to this RFP will be engaged to provide individual portions of, or collectively all of, the Utility Services. The proposer shall fully cooperate and fully coordinate its installation work with the Project's Architect, HKS, Inc. ("HKS") and Construction Manager, M.A. Mortenson Company

("Mortenson"), to ensure all necessary utility connections and services are installed and available for use in the new stadium during the 3<sup>rd</sup> quarter of 2015, or earlier as may be required.

C. Intent and Process of this RFP

This RFP is focused on the selection of a firm(s) with significant experience as a Utility Supplier for the Project. After receipt of the Proposers' Indications of Interest and Qualifications, the Authority and Minnesota Vikings Football, LLC ("Team") will develop a short list of firms to be interviewed. After receiving the Proposals, the Authority and Team will review and evaluate the quality of those proposals, and schedule interviews with the responding firm(s) to discuss the Proposer's proposal and to conduct negotiations. Proposals will be scored as set forth in this RFP. The Authority and Team will ultimately recommend to the Authority a Proposer(s) to provide the Utility Services with whom the Authority will enter into a Utility Services Agreement. The successful Proposer will provide the best value to the Authority and will have the Proposal that is most advantageous to the Authority as determined by the Authority in its sole discretion.

D. Scope of Services by Utility Supplier

1. Installation Services

The Proposer shall be required to design, engineer, furnish and install all utility facilities and lines necessary to connect the Proposer's supply mains to the delivery-point at the Stadium ("Installation Services") in a timely manner in accordance with the terms and conditions of the Utility Services Agreement ultimately agreed to by the successful Proposer and the Authority. Those Installation Services to be provided by the selected Proposer(s) and its sub consultants will include, but are not limited to:

- Providing and coordinating Installation Services related to Utility Services with HKS and Mortenson, project phasing, selection of materials, building systems, and equipment including, without limitation, delivery of a detailed site logistics plan, and project phasing plan.
- Developing a construction schedule in a critical path method format that tracks activities, resources, and durations to achieve substantial completion of the Installation Services in coordination with HKS and Mortenson.
- Complying with any City of Minneapolis inspection requirements necessary for utilization of the Utility Services, including acquiring and paying for any and all necessary permits, governmental or other authorizations, easements and consents needed to provide the Utility Services from any off-site location to the Project Site.

The Proposers' architects and engineers will be expected to provide plans, drawings, specifications, and sketches to the Authority, HKS, Mortenson, and the Team for approval in advance of any construction and installation activities. Any deviation from approved plans shall only be allowed if approved in writing by the Authority.

2. Utility Services

The Proposer shall be required to supply Utility Services in accordance with the terms and conditions of the Utility Services Agreement. Those Utility Services to be provided by the selected Proposers will include, but are not limited to:

- Provide Utility Services in accordance with **Exhibit A** – Technical/Engineering Instruction for Steam and Chilled Water Services
- Provide Utility Services in the flows/temperatures/amounts as requested by the Authority and its designees in a timely manner to meet the needs of its users.

E. 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 this RFP. It is the request and intent of the Authority and Team that Proposers responding to this RFP have the following qualifications.

- Substantial relevant experience as a supplier of Utility Services with the capacity and capability of providing Utility Services as needed by the Stadium and its users on a 365 day a year/24 hour a day basis.
- Capacity to produce necessary estimates and schedules, 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 for the performance of the full amount of the Installation Services.
- Substantial experience in performing Installation Services as those contemplated for this project.

Proposals from Proposers who the Authority and Team, in their sole discretion, deem not to have the required qualifications shall not be considered for award.

F. RFP Timeline

Advertise and issue Request for Proposals	August 14, 2013
Issue Addendum No. 1 (Contract Document)	August 26, 2013
Written Questions Due	August 28, 2013 1 p.m. CDT
Pre-proposal Meeting (MSFA Conference Room- Metrodome)	August 30, 2013 10 a.m. CDT
Proposals Due	September 9, 2013 1 p.m. CDT
Interviews	September 12, 2013
Final negotiations	September 13, 2013
Selection of Supplier(s)	September 27, 2013

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 Submittal Requirements – Indication of Interest and Qualifications

The following items shall be included in the Proposer’s Indication of Interest and Qualifications:

- 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 venturer 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.
- Include last two fiscal years as well as current year to date financial statement or documentation demonstrating the overall financial strength of Proposer.
- 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, professional liability, and pollution liability.
- 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.
- Describe in detail how your firm meets or exceeds the qualifications requested in Part E of this RFP.
- Complete and submit a fully executed Acknowledgement and Attestation Form (**Exhibit E**)
- Complete and submit a fully executed Confidentiality Agreement (**Exhibit F**)
- Submit response to State of Minnesota Affirmative Action Data form (attached **Exhibit J**) and Statement of Non Collusion (attached **Exhibit I**)

G.2 Submittal Requirements - Proposal

Those Proposers that have been shortlisted shall include the following items in their Proposal. As described below, the Authority and Team will score Proposals on a point system, with some criteria being graded on a pass fail basis. Proposers who fail any criterion may have their Proposal rejected. A total of 1,000 points will be available as follows:

Project Delivery – Installation Services and Utility Services:	200 points
Commercial Terms – Financial and Contractual:	800 points

The Proposals receiving the highest score , as determined by the Authority and Team in their sole discretion and whose final Proposal is most advantageous to the Authority, will be selected to enter into the Utility Services Agreement. .

**Project Delivery – Installation and Utility Services – 200 Points**

1. Similar Project Experience. Describe Proposer’s experience with similar utility installation projects and discuss Proposer’s view as to appropriate ways to proceed with this Project. (50 points).
2. Project Personnel. Provide names and resumes of key personnel who would be directly responsible for the Installation Services. Include in resumes only projects related to supply of Utility Services, firm worked for, and project title/responsibility. Provide key contact telephone, fax, and email addresses. Provide organizational chart listing proposed team members by name and responsibility. Confirm these key personnel are available to perform the Installation Services during the duration of those Installation Services. Any other relevant experience pertinent to this Project shall be listed under “Other Significant Experience.” (20 points).
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. (30 points).
4. Preliminary Site Logistic Plan and Schedule. Please provide Proposer’s preliminary on and off-site logistic plan and preliminary construction/installation schedule generally demonstrating Proposer’s strategy for completing the Installation Services within the specified timeline. (20 points).
5. Safety. Describe Proposer’s approach to maintaining a safe working environment and quality control. Include a discussion of any major safety items that are unique to completing this Project and Proposer’s plan to address these items. List Proposer’s OSHA Total Recordable Incidence Rate and Days Away Restricted or Transferred Incidence Rate for 2020 through 2012. Attach copies of Proposer’s Form 300A Summary for these years as well. List Proposer’s workers’ compensation EMR for 2020 through 2012 and attach documentation for these years from Proposer’s insurance carrier on their letterhead with their representative’s signature and title. List the number of OSHA citations Proposer has received since January 1, 2020, and for each citation identify the date of the inspection, the state in which the inspection occurred, the type of citations. Attach copies of the citations, and describe the corrective actions taken and the resolution of such citations. (30 points)
6. Technology and BIM. Describe Proposer’s capabilities and experiences in use of technologies such as Building Information Modeling. (15 points)

7. History of Disputes. Detail any mediation, arbitration, or litigation results or proceedings in process since year 2003, specifically including the claims and status of any currently pending mediation, arbitration or litigation proceedings. (15 points).
8. Utility Services. Track record in providing uninterrupted Utility Services to other major facilities in the operation of such facilities. (20 points).

**Commercial Terms – Financial and Contractual– 800 Points**

9. Price for Installation Services and Utility Services (200 points) and the Please specify the commercial terms under which your firm will provide Installation Services and Utility Services. (300 points).
10. Interview and negotiation of commercial terms and Utility Services Agreement (300 points).

The Authority and Team will score Proposals after interviews of and negotiations with Proposers.

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

This Request 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. The Authority and Team shall be allowed to keep any and all materials supplied by the Proposers in response to this RFP.

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 ninety (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.

A Preliminary Master Project Schedule is attached as **Exhibit G** to this RFP. The Preliminary Master Project Schedule provides a general overview of the major sequencing and activities associated with the complete development, planning, design, engineering, construction, and start-up of the Project.

Each Proposer by submitting a Proposal in response to this request confirms that based upon Proposer's review of this RFP and its attachments, the fact that the Project must be completed in accordance with the Required Project Schedule.

I. Payment and Performance Bonds

Payment and performance bonds will be required from the Utility Supplier in the amount of 100% of the cost of the Installation Services.

J. Pre-proposal Meeting

A Pre-proposal Meeting will be held August 30, 2013 at 10 a.m. CDT in the MSFA Conference Room located at the Metrodome. The Conference Room is located in the MSFA offices just off of 5<sup>th</sup> Street (aka Stadium Administration). Parking is available in the main lot located on the East side of the Metrodome. Attendance at this meeting by representatives of each Proposer is mandatory. Proposals from Proposers who do not attend may not be accepted.

K. Proposal Deadline

Proposals are due by 1:00 p.m. CDT, September 9, 2013. One electronic copy and 10 bound copies of each document should be enclosed in a sealed envelope addressed to:

**Utility Services Proposal**

Steven C. Maki, PE  
Minnesota Sports Facilities Authority  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415

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

**Utility Services Proposal**

Don Becker, Project Executive  
Garden Homes Development  
13-15 West 54th Street – First Floor  
New York, NY 10019  
Fax: 212.586.5868

With an additional electronic copy and 5 additional bound copies sent and addressed to:

**Utility Services Proposal**

Steven Poppen  
Minnesota Vikings Football, LLC  
Minnesota Vikings - Winter Park  
9520 Viking Drive  
Eden Prairie, MN 55344



L. Selection Criteria

The Authority and Team will review the Indications of Interest and Qualifications from all Proposers, and will short list the number of Proposers. Those Proposers that are short listed will be expected to have the key project personnel available for presentations, interviews, discussions, and negotiations tentatively scheduled September 12, 2013. Times for individual interviews are to be determined, but Proposers will tentatively be allowed a block of 1 hour for presentation and ½ hour for questions and answers. Representatives of the Authority and the Team will be in attendance for the interviews. Interviews will be conducted in the Authority's Halsey Hall room. The Authority and Team will determine the Proposer(s) with whom the Authority and Team would intend to negotiate final terms and conditions based on the criteria set forth in Section G.2 above. Based upon such negotiations, the successful Proposer with whom the Authority will award and enter into a contractual agreement will be determined. Approval of this award is tentatively scheduled for the Authority's regularly scheduled meeting of September 27, 2013.

As described in this RFP, the Authority and Team intend to use a competitive scoring and negotiation process in its evaluation of competing proposals to determine which final Proposal will be most advantageous to and in the best interest of the Authority and Team. The Authority and Team shall consider the stated and weighted criteria listed in Section G.2 in making their selection of the successful Proposer. Notwithstanding anything herein to the contrary, the Authority and Team reserve the right to select the Proposer that provides the Authority and Team the most advantageous Proposal, determined with the aid and use of discussions and negotiations with Proposers. As described herein, price, and factors other than price, will be relevant to the evaluation of Proposals. In addition, no Proposer shall be entitled to rely on any oral representations or statements made by the Authority or Team during the RFP process. After the commencement of this RFP process, all communications shall be by e-mail to the persons listed in Section M below. If any Proposer attempts any unauthorized communication, the Authority and Team may reject that Proposer's proposal. The Authority and Team shall have the sole discretion to determine the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge. Any protest or challenge to the procedures set forth in this RFP must be submitted in writing to the Authority and Team within seven days after receipt of the RFP; otherwise such protest or challenge shall be deemed waived. By submitting an Indication of Interest and Qualifications, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFP. The Authority and Team shall decide all matters raised in any protest or challenge in question, and their decision shall be final and not appealable unless arbitrary and capricious. In no event shall any Proposer be entitled to attorneys' fees, bid preparations costs, or other damages in a protest of an award pursuant to this RFP. The Authority and Team reserve the right to waive any irregularities or information in the Proposals presented by any Proposer.

M. Questions or Inquiries

All questions must be submitted in writing no later than 1:00 p.m. CDT, August 28, 2013 to:

Steven C. Maki, PE

Director of Facilities & Engineering  
900 South 5<sup>th</sup> St.  
Minneapolis, MN 55415  
Fax: 612.332.8334  
Email: [steve.maki@msfa.com](mailto: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](mailto:beckerd@vikings.nfl.net)

Steven Poppen  
Minnesota Vikings Football, LLC  
Minnesota Vikings - Winter Park  
9520 Viking Drive  
Eden Prairie, MN 55344

Any media request of the Proposers shall be directed to the CEO/Executive Director of the Authority and Team Project Executive during the receipt, analysis, selection and subsequent contract negotiation until award of said contract is approved by the Authority and Team.

N. Minnesota Government Data Practices

All proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13. Proposers shall note with their Proposal any proprietary information or other private data in their submittal.

O. List of Exhibits

Exhibit A	Technical/Engineering Instructions for Steam and Chilled Water Services
Exhibit B	Preliminary Site Plan
Exhibit C	Utility Services Proposal Form
Exhibit D	Form of Utility Services Agreement (to be issued in Addendum 1)
Exhibit E	Acknowledgement and Attestation Form
Exhibit F	Confidentiality Agreement
Exhibit G	Preliminary Master Project Schedule
Exhibit H	[Reserved]
Exhibit I	Non Collusion Statement
Exhibit J	Minnesota Department of Human Rights form
Exhibit K	[Reserved]
Exhibit L	[Reserved]
Exhibit M	[Reserved]

Exhibit A

TECHNICAL/ENGINEERING INSTRUCTIONS  
for STEAM and CHILLED WATER SERVICE

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Section 1 Standard Specification for Steam Service.

The following design requirements are necessary to insure compatibility between Authority and Supplier's systems:

1.01 Supplier will supply this service in accordance with the plans and specifications hereof. Supplier will provide service from source and connect to Authority equipment located within the stadium. Supply location is on the Event Level and located in an equipment room on the Stadium's Southwest corner. Supplier will provide service shut-off valves and cathodic protection isolation flanges when required. All other equipment and installation will be provided by Authority, with the exception that Supplier will furnish the steam flow meter, including the primary measuring element, or the meter bodies, or transmitters, the necessary electronics, recorders, or telemetry equipment for installation by Authority. The Authority shall provide at the location determined for the meter a dedicated 20 amp, 120 volt, 60 cycle, single phase power circuit and telephone/data line if required. Authority shall install but not terminate all low voltage signal cable between metering cabinet, primary measuring elements and transmitters. All low voltage cable shall be installed in EMC, IMC or Rigid conduit with the exception that flexible metallic conduit not exceeding twelve inches in length may be used for the final connection to the primary measuring elements and transmitters. Final termination and calibration of metering equipment shall be by Supplier. Supplier will also furnish a condensate meter to be installed by Authority in Authority's pumped condensate return line.

1.02 Supplier will supply steam at a primary pressure (250 psig leaving its production facilities) and quantity adequate to meet the Contract Demand. Authority shall supply a pressure reducing station to reduce this pressure to the end use pressure.

**NOTE 1: Due to distribution system pressure loss, pressure reducing station sizing should be based on 200 psig or 100 psig inlet pressure depending on the nominal supply pressure available at the Authority location.**

1.03 Authority's service connection and pressure reducing station shall be designed for operation with 250 psig steam. Pressure reducing equipment and shut off valves should be of 300 psig class cast steel construction. Where Authority is served by a 150 psig steam service only (not dual pressure), 150 psig cast steel or 250 psig cast iron valves may be used.

1.04 The pressure regulating valves shall be pilot operated type similar to Spence Type E, Fisher 92S, Leslie GPS, or equal.

The City of Minneapolis Inspections Department must also approve of any Code equipment prior to installation.

- 1.05 Condensate from the Authority's Building shall be returned to Supplier's pumped condensate return system through a condensate meter provided by Supplier and installed by Authority. Authority will install a condensate receiver equipped with one or more condensate return pumps capable of a discharge pressure at rated flow of 75 psig, if required.

In the event Authority's condensate becomes contaminated as a result of leakage of an Authority heat exchanger or for any other reason, Authority will dump its return condensate downstream of the condensate meter.

During the period when condensate is dumped, Authority will pay for such lost condensate at the lost water rate then in effect on the service agreement contract documents.

- 1.06 All high pressure steam traps on Authority's side of building isolation valves shall be discharged to Authority's condensate receiver through a flash tank unless a high pressure hydronic converter is utilized. The steam side of the flash tank may be piped to the low pressure side of the secondary regulators.

- 1.07 All steam systems installed by Supplier or Authority before the pressure reducing valve(s) shall be designed for maximum operating pressures of 300 psig (ANSI Class 300).

- 1.08 All steam and condensate piping and valves within the building walls shall be insulated by Authority, even though the valve or piping was installed by Supplier. Supplier's isolation valves and cathodic protection isolation flange and shall be insulated via a removable insulating blanket.

- 1.09 The discharge pressure of the Authority's condensate pump or pumps shall be determined only after review of Authority's plans showing location of said pump. A balancing valve, spring-loaded check valve, and downstream pressure gauge shall be installed in the condensate pump discharge main.

- 1.10 Prior to final connection to Supplier's mains, Authority shall properly clean and flush its steam and condensate systems and shall make certain there are no leaks in its system at the maximum operating pressure.

- 1.11 Supplier shall provide service including any and all labor and materials necessary for said service and connect steam piping to equipment which is located in a mechanical room as denoted in the drawings.
- 1.12 Authority shall use Supplier's steam to blow down/clean Authority's steam service piping/equipment. No condensate shall be returned to Supplier till the Supplier has verified system to be clean.
- 1.13 Supplier shall provide steam service to the new stadium in the 3<sup>rd</sup> quarter of 2015. Supplier shall coordinate its efforts with the Authority's Construction Manager; Mortenson.
- 1.14 Preliminary multipurpose stadium steam consumption load profile is shown in Exhibit K. Estimated design capacity is 75,000 MBH; estimated annual usage is 57,200 M lbs.; highest monthly peak load is 35,300 MBH.

Section 2 Standard Specifications for Chilled Water Service.

The following design requirements are necessary to insure compatibility between Authority's and Supplier's system:

- 2.01 Supplier will supply service in accordance with plans & specifications. Supplier will provide service shut-off valves. All other equipment and installation after the service shutoff valve will be provided by Authority, with the exception that Supplier will furnish the chilled water flow meter, including the primary flow element, temperature sensors and wells, return temperature control valve and controller, electronics, and telemetry equipment for installation by Authority. Authority shall provide at the location determined for the meter a dedicated 20 amp, 120 volt, 60 cycle, single phase power circuit and telephone/data line if required. Authority shall install but not terminate all low voltage signal cable between metering cabinet, primary measuring elements and transmitters. All low voltage cable shall be installed in EMC, IMC or Rigid conduit with the exception that flexible metallic conduit not exceeding twelve inches in length may be used for the final connection to the primary measuring elements and transmitters. Final termination and calibration of metering equipment shall be by Supplier.
- 2.02 A single return chilled water temperature controller, sensor, and control valve shall be provided by Supplier for each Supplier metered service. A 'true control valve' (not a butterfly valve) will be supplied for this service. In some cases it may be necessary to use two 'split-range' control valves in order to provide proper control over the full range of high and low loads/flows.
- Normal chilled water supply temperature from the Supplier may vary between 40°F and 43 °F during the summer months (normal day time temperature is ~40 °F, normal evening and weekend temperature is ~43°F) and between 40°F and 50 °F during the winter months. The return chilled water temperature controller (referenced above) will be set at a minimum of 54°F. The building systems designer has been encouraged to design the coils and coil temperature control valves for a chilled water temperature difference of 14°F minimum. Higher return temperatures will be attempted but the Authority does not guarantee such return temperatures. The return temperature is agreed to be particularly important because it reduces overall system pumping requirements and provides better chilled water system control.
- Chilled water shall be supplied with 30% propylene glycol for freeze protection. The chilled water connection will be on the Event Level on the Southwest corner of the stadium. Supplier shall bring the service to this

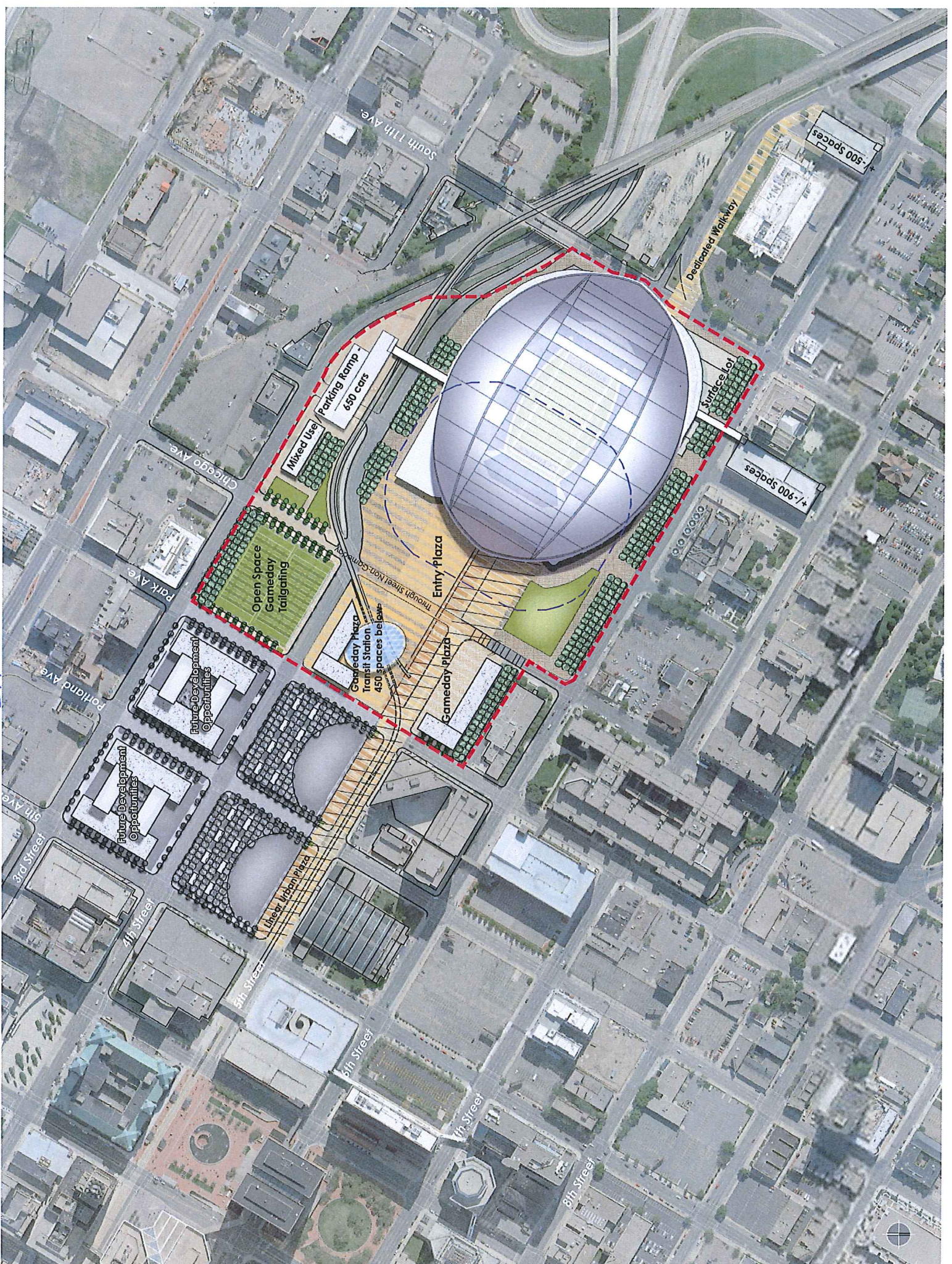
location and into the service equipment room and connect to the Authority's system.

- 2.03 Authority shall provide booster/circulating pumps to supply the dynamic head required to overcome friction loss within its premises and to supply any elevation head required above that provided by the supply system. For chilled water service, the term "within its premises" shall be defined as all chilled water supply and return piping on the building side of the point of service regardless of the location of Supplier's control valves and metering equipment.

Where Authority's chilled water system is isolated from Suppliers chilled water system via a heat exchanger, Authority shall provide booster/circulating pumps on both the primary and secondary side of the heat exchanger.

- 2.04 All normal make-up water requirements will be provided by Supplier in the central chilled water plant.
- 2.05 All provisions for temperature expansion of the chilled water distribution system water volume will be provided by Supplier. Authority shall provide an expansion tank in its system to accommodate expansion in its piping system when Supplier's main service valves are closed.
- 2.06 Authority shall clean, degrease and flush its chilled water system and make certain there are no leaks at the maximum operating pressure. The Supplier, in its proposal, shall supply recommendations thereof.
- 2.07 All chilled water systems (i.e. piping, valves, & coils) installed by Supplier or Authority shall be designed for maximum continuous operating pressures of 175 psig.
- 2.08 All chilled water piping and valves within the building walls up to point of connection with Authority's systems shall be installed by Supplier. Authority is responsible for insulation thereafter.
- 2.09 Authority shall furnish and install pressure gauges and a strainer in its return line as close as possible to the service connection to prevent foreign matter from its system entering Supplier's distribution system.
- 2.10 Chilled water system estimated design capacity – 7000 tons; estimated annual usage – 365,000 ton hours; estimated highest monthly peak load – 4220 tons. Supplier shall supply service in accordance with the Stadium operator request in the amounts, flow rates, and temperature in order to meet the needs of its users.





**EXHIBIT E**

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

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

In submitting these Qualifications for Utility Services the undersigned has certified that the Proposer has reviewed the Request for Proposals for Utility Services ("RFP") dated August 14, 2013 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 hereby agrees to handle any and all information provided with this RFP and/or from the Authority or Team on a confidential basis.

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 F

### 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 \_\_\_\_\_, 2013, by and between the Minnesota Sports Facilities Authority ("Authority") and \_\_\_\_\_ ("Utility Services Provider") 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".

The Authority is considering or has retained the Utility Services Provider to assist in consulting or working on the Project. Because the Utility Services Provider may have access to confidential and proprietary information of the Authority or Team as a result of the Project, the Utility Services Provider agrees that its access to and/or receipt of the Confidential Information (as hereinafter defined) will be subject to the following terms and conditions:

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 Utility Services Provider'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 Utility Services Provider 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 Utility Services Provider shall not be considered a breach of this Agreement.
1. The Utility Services Provider 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 Utility Services Provider use less than reasonable care.
1. If the Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 Utility Services Provider 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 \_\_\_\_\_, 2013

\_\_\_\_\_  
 ("Authority")

\_\_\_\_\_  
 (Seal)  
 ("Utility Services Provider")

WITNESS:

\_\_\_\_\_

(If Utility Services Provider is a corporation, complete below)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

(if applicable)

**EXHIBIT I**

**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 J

### 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
<b>On any single working day within the past 12 months, if your company...</b>				
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<sup>th</sup> Street, Suite 700  
St. Paul, MN 55101

Website: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us)

Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

Metro: (651) 296-5663

Toll Free: 800-657-3704

Fax: (651) 296-9042

TTY: (651) 296-1283

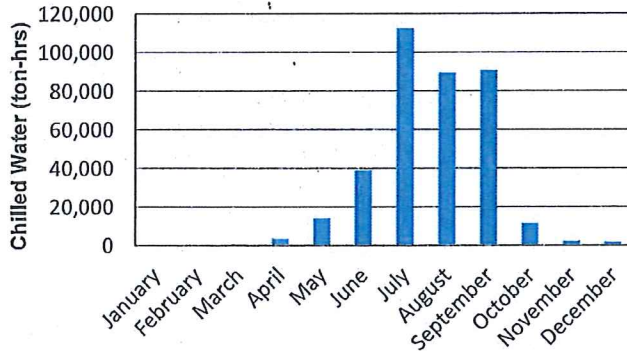
EXHIBIT K



**Minnesota Multi-Purpose Stadium**

**Preliminary Utility Load Profiles**

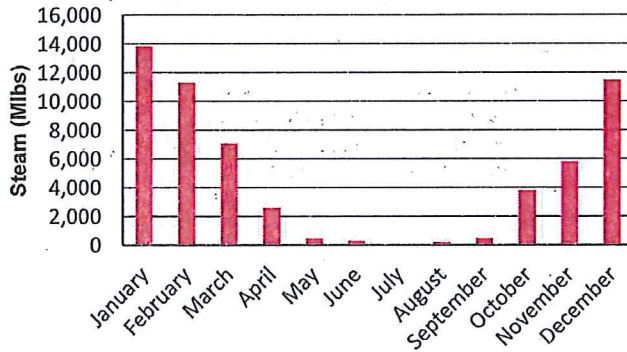
*Monthly Chilled Water Consumption*



**Chilled Water System**

- Estimated Design Capacity = 7,000 tons
  - Estimated Annual Usage = 365,000 ton-hrs
  - Highest Monthly Peak Load = 4,220 tons
- \*Based on average weather patterns and internal loading

*Monthly Steam Consumption*



**Steam System**

- Estimated Design Capacity = 75,000 MBH
  - Estimated Annual Usage = 57,200 M lbs
  - Highest Monthly Peak Load = 35,300 MBH
- \*Based on average weather patterns and internal loading

\*Note – Highest Monthly Peak Loads are based on simulated events scheduled within a typical weather year. Actual Monthly Peak Loads may be significantly higher if events occur on extreme weather days. Estimated Design Capacity numbers indicated reflect the design day capacity required by the system.