

MINNESOTA SPORTS FACILITIES AUTHORITY

REQUEST FOR PROPOSALS

**CARRIER NEUTRAL FIBER NETWORK
FOR
U.S. BANK STADIUM
MINNEAPOLIS, MINNESOTA**

OCTOBER 16, 2015

**REQUEST FOR PROPOSALS
CARRIER NEUTRAL FIBER NETWORK
FOR
U.S. BANK STADIUM
MINNEAPOLIS, MINNESOTA**

Table of Contents

	<u>Page</u>
A. Project Background and Objectives.....	1
B. Intent and Process of the Request for Proposals	2
C. Carrier Neutral Fiber Network Requirements	3
C.1 Planning Requirements.....	3
C.2 Fiber Construction and Hardware Requirements	3
C.3 Base and Burstable Bandwidth Requirements	5
C.4 Management Services	5
C.5 Technical Requirements	6
D. Requested Qualifications.....	7
E. RFP Timeline	7
F. Qualifications and Evaluation Criteria	7
F.1 Proposer Qualifications	7
F.2 Submittal Requirements: Evaluation of Proposals	9
G. Project Labor Agreement	11
H. Payment and Performance Bonds.....	11
I. Pre-proposal Meeting.....	12
J. Proposals Due.....	12
J.1 Proposal Due Date	12
J.2 Proposal Delivery Requirements	12
K. Questions or Inquiries	12
L. Minnesota Government Data Practices	13
M. List of Exhibits.....	13
EXHIBIT A CONTRACT AND PRICING FORMS TO BE PROVIDED BY PROPOSER	A-1
EXHIBIT B NON-COLLUSION STATEMENT.....	B-1
EXHIBIT C MINNESOTA DEPARTMENT AFFIRMATIVE ACTION DATA PAGE	C-1
EXHIBIT D AUTHORITY’S EQUITY PLAN.....	D-1
EXHIBIT E STADIUM FIBER ENTRANCES	E-1
EXHIBIT E STADIUM EVENT LEVEL DAS AND FIBER INTERCONNECT.....	E-2
EXHIBIT E STADIUM EVENT LEVEL MDF DATA CENTER.....	E-2

**REQUEST FOR PROPOSALS
CARRIER NEUTRAL CARRIERS' CARRIER NETWORK
FOR
U.S. BANK STADIUM
MINNEAPOLIS, MINNESOTA
October 2, 2015**

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 Stadium, LLC (the "Team"). To that end, the Authority and the Team have prepared this Request for Proposals ("RFP") for the design, development, coordination, supply, installation and testing of the Carrier Neutral Fiber Network. The preliminary program for the Carrier Neutral Fiber Network is incorporated within this RFP. Those who respond to this RFP shall be referred to as a "Proposer" or "Proposers".

The Project is located on a site partially including the site of the former Hubert H. Humphrey Metrodome and also including additional adjacent land that has been acquired in Minneapolis, Minnesota. Selected Construction Documents may be incorporated within this RFP as **Exhibit E** – Stadium Plans. The Project 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 established by the Authority. Construction of the Stadium and Stadium Infrastructure is now underway with substantial completion of the overall Stadium and Stadium Infrastructure to be achieved not later than July 29, 2016 so as to be ready for occupancy in advance of the Minnesota Vikings' 2016 NFL season (the "Required Construction Schedule").

At full capacity, U. S. Bank Stadium attendance will equal the population of the 8th largest city in Minnesota. The new 1.75 million square foot stadium will provide several unique features compared to all other stadiums, including the largest transparent ethylene-tetraflouroethylene (ETFE) roof in the nation and five 95-foot high pivoting glass doors that will open to a nearly three-acre plaza, urban park and the Minneapolis downtown skyline. With the stadium's openness, participants will experience an outdoor feel in a climate-controlled environment. Minnesota Vikings fans will also be as close to the action as any NFL stadium, with seats just 41 feet from the sideline. Seven levels in the stadium, including two general admission concourses with 360-degree circulation and various views into the bowl, will be connected via escalators, elevators, stairs and a continuous ramp. Inside, three of the stadium's seven levels will feature suites, including some at field level. Two of the largest and highest-quality HD video boards in the NFL will be located in both the east and west end zones, and nearly 2000 HD flat screen televisions and video walls will be distributed throughout the stadium. Therefore, to align with the physical experience, a Carrier Neutral Fiber Network needs to be implemented to provide the connectivity and bandwidth necessary to support Stadium operations and the desired user experience.

The U. S. Bank Stadium Technology Vision is to provide the optimal large venue participant experience available anywhere in the world. We want that experience to begin anytime desired, and especially as individuals, families and groups leave their front door on the way to the Stadium. The Carrier Neutral Fiber Network will facilitate the Fiber Optic connectivity to the 511 Building and an alternate Co-Location Carrier Co-Location Facility, and provide robust, reliable Dark Fiber Services and Burstable Band-width connectivity to support Stadium Internet connectivity, The NFL, Broadcaster(s), DAS Cellular Carrier(s) and Wi-Fi environments.

U.S. Bank Stadium will host up to 400 events in addition to MN Vikings NFL Games each year, including concerts, meetings, trade shows, and sporting and community events. It is the Authority's plan to offer a compelling, easy to use and reliable digital attendee experience at all events. To enable these events, we require Fiber Services, On-demand Carrier Neutral Connectivity, and Burstable Band-Width capabilities to support Stadium operations and events.

The primary objectives of this RFP are to implement a state of the art, fully operational Carrier Neutral Fiber Network by June 15, 2016, that will:

- Provide carrier neutral network services to support a unique, integrated and compelling attendee digital engagement experience for all categories of attendees,
- Provide network monitoring, management, and Carrier interconnection services,
- Support the needs of the MSFA, MN Vikings and strategic partners; including SMG, Aramark, and Ticketmaster,
- Optimize the cost of network services

The respondents to this RFP must demonstrate the capability to develop and implement the required Carrier Neutral Fiber Network. The selected vendor team must take full accountability for the desired outcome but may utilize an extended team of Sub-contractor(s) and business partners.

The successful Proposer to the RFP will be engaged to design, development, coordinate, supply, construct, install, commission, and test the complete Carrier Neutral Fiber Network for the Project (as further described in the RFP and any addenda that will be issued to this RFP) including, without limitation:

- Design, coordination, supply, installation and testing of the complete Carrier Neutral Fiber Network for the Project;
- All necessary Fiber Optic conduit, cabling, equipment and other equipment as needed to provide a turnkey installation and delivery of a fully operational Carrier Neutral Fiber Network; and
- Ongoing 7x24x365 NOC and repair support for the Carrier Neutral Fiber Network.

B. Intent and Process of the Request for Proposals

This RFP is focused on the selection of the design, coordination, supply, installation, and testing of the complete Carrier Neutral Fiber Network for the Project, as well as integration with Fiber termination and equipment infrastructure within the U.S. Bank Stadium.

Carrier Neutral Fiber Network providers should have significant experience in the design, construction, installation, commissioning, and maintenance of such networks. In order to be evaluated to serve as the

It is the desire of the Authority to consider as part of its 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, design, construction management, and support of the Carrier Neutral Fiber Network for the Project. The successful Proposer or Proposers must also demonstrate the ability to exert good faith efforts to comply with workforce goals and targeted zip code hiring goals, and work with organizations to develop effective MBE, WBE and workforce recruitment efforts during the preconstruction, design, construction management, and the construction of the Carrier Neutral Fiber Network for the Project. As described below, each Proposer should describe how they will encourage the participation and utilization of MBEs and WBEs in the Proposers’ performance of their services consistent with the goals expressed in **Exhibit D**. MBEs and WBEs that are interested in acting as the Carrier Neutral Fiber Network Provider for the Project are encouraged to respond to this Request for Proposals.

C. Carrier Neutral Fiber Network Requirements

The Provider is required to design, coordinate, supply, install and test the complete Carrier Neutral Fiber Network for the Project in accordance with the terms of the RFP and any future Addenda.

The Carrier Neutral Fiber Network proposed in each Proposer’s RFP response must meet the following requirements:

C.1 Planning Requirements

- a. A clear blueprint and detailed technical definition of the proposed Carrier Neutral Fiber Network
- b. Development of a detailed plan and schedule for all required elements of functionality and integration with Co-location and Stadium infrastructures
- c. Detailed technical narrative specifying Proposer’s approach to the design, construction, testing and acceptance process
- d. Detailed plan for ongoing NOC monitoring, maintenance and repair services

C.2 Fiber Construction and Hardware Requirements

1. Connectivity to the 511 Building and one alternate Carrier Co-Location Facility

- a. **CONNECTION:** The primary Fiber Network must connect directly from the U.S. Bank Stadium DAS Room through the North Side Zero Mile Vault to the 511 Building and (optionally – see C.2 1.f) to at least one additional Carrier Co-Location facility.
- b. **ROUTE:** The primary Fiber Network must include;
 - i. 256 Dark Fiber Strands to support the Neutral Host DAS System for four Carriers. These strands must terminate in the 511 Building at Zayo Suite 111 and directly into the DAS Room within the Stadium. (See Exhibit E 1 and 2 Stadium Event Level Drawing to identify Entrance and DAS Room locations.) The Fiber must be terminated on LC Connectors at both ends in 2U 144 Port Panels in 19” racks. The 19” racks required to house fiber termination panels will be provided by others at both the Co-location facility and the Stadium DAS Room.

- ii. Primary and Secondary 24 Dark Fiber Strands (via North and South East Stadium Entrances and inside fiber to support Broadcast Services for Level 3 Vyvx coordinated Broadcasters. One 24-strand set must terminate in the 511 Building at a Level 3 Vyvx connection point, via one Stadium Entrance, and the second 24-strand set must terminate in an alternate Co-location facility at a Level 3 Vyvx connection point, via the second Stadium Entrance, and both must terminate within the Stadium at the Level 3 Vyvx connection point in the Truck Dock Fiber Cross Connect Bay. (See Stadium Event Level Drawing to identify Truck Dock Fiber Cross Connect Bay location. The Fiber sets must be terminated on LC Connectors at both ends in 2U 144 Port Panels in 19" racks. The 19" racks required to house fiber termination panels will be provided by others at the Stadium Truck Dock Fiber Cross Connect Bay. If a rack is not provided at Co-location facilities, it is the responsibility of the Provider to facilitate the housing of necessary fiber termination panels.
 - c. **NOC:** The primary (and secondary, if selected) Dark Fiber must be monitored 7x24x365 and services must include all fiber cut repairs in an expedited timeframe. Please provide a full description and SLAs associated with all NOC monitoring, management and repair services and timeframes. Response time to request for service must be less than 2 hours. Mean time to repair must be less than 8 hours.
 - d. **IRU:** Proposer must provide cost effective pricing via a proposed IRU pricing schedule for Dark Fiber Services (b i. and b ii. above) to include pricing for connectivity and services, including design, provisioning, fiber, cable and duct construction, termination, testing and NOC outlined in C.2.
 - e. **TERM:** The IRU should have an initial term of 10 years, with 5-year renewal options through year 30.
 - f. **OPTION:** Please provide a secondary Dark Fiber connectivity option mirroring specifications noted in C.2. 1.b i. and ii. for connectivity to Zayo and Level 3 Vyvx in an alternate Carrier Co-Location facility.
 - g. **OPTION IRU:** The IRU pricing associated with the optional secondary Dark Fiber connection should be quoted separately.
 - h. **OPTION TERM:** The IRU for the optional secondary Dark Fiber connection should also have an initial term of 10 years, with 5-year renewal options through year 30.
2. Hardware
- a. Any and all hardware required to facilitate a complete turnkey implementation of the Dark Fiber network is to be designed, provisioned, delivered, loaded with software, configured, tested and integrated within the IRU price with no up front cost.

C.3 Base and Burstable Bandwidth Requirements

1. Functional Requirements.

- a. **BASE NETWORK SERVICES:** Proposer must supply cost effective monthly pricing via a proposed pricing schedule to include 100Mb, 500Mb, and 1Gb services. The Base Network must seamlessly integrate with the U.S. Bank Stadium LAN with no gaps. All required hardware and software to facilitate seamless integration and delivery of bandwidth is the sole responsibility of the Proposer.
- b. **BURSTABLE NETWORK SERVICES:** Proposer must supply cost effective monthly pricing via a proposed pricing schedule to provide redundant and survivable burstable services up to 10Gb and 100 Gb, on a Stadium event basis.
- c. **ROUTE:** The Base and Burstable Network Services must be delivered via redundant routes to the North and Southeast Stadium Fiber Entrances and via inside fiber terminate in the MDF Data Center (See Exhibit E 3)
- d. **TERM: The Base and Burstable Services should have options for 3, 5 and 7 year terms.**
- e. **NOC:** The Base and Burstable Network services must be monitored 7x24x365 and services must include all fiber cut or circuit repairs in an expedited timeframe. Please provide a full description and SLAs associated with all NOC monitoring, management and repair services and timeframes. Response time to request for service must be less than 2 hours. Mean time to repair must be less than 8 hours.

C.4 Management Services

- a. **NETWORK MANAGEMENT:** In addition to technical experience, the Contractor and/or Sub-contractor(s) must demonstrate the ability provide ongoing turnkey professional and technical services to continually manage, and optimize the design, functionality, and performance of the Network Services.
- b. **FIBER FAULT DETECTION:** Proposer must be able to monitor all fiber facilities all the time with real-time OTDR fault identification and isolation equipment.
- c. **TECHNICAL RESOURCES:** Proposer must have a 24x7x365 NMC and the ability to provide local technical resources for all major events. Proposer must provide a detailed description of its 24x7 Network Operations Center/Network Management Center capabilities and how remote monitoring, management, and troubleshooting will be performed. Proposer must provide a detailed description of how on-site monitoring; management, and troubleshooting will be performed.

- d. **MAINTENANCE FREEZE:** MSFA reserves the right to negotiate with the Contractor a maintenance freeze for all non-emergency outages and non-essential changes for a period of time, before, during and after any Stadium event.
- e. **MAINTENANCE NOTICE:** Proposer will provide MSFA with a 24-hour notice in advance of any maintenance activity and/or equipment or network configuration changes that may impact service quality or availability at the facility. MSFA reserves the right to deny such non-emergency work at its sole discretion.
- f. **MANGEMENT REPORTING:** Proposer must be able to report all SLA metrics via an online portal available to the MSFA (SMG)

C.5 Technical Requirements

- a. **BUILD PLAN:** Respondent must present a detailed fiber connected build plan connecting the U.S. Bank Stadium to the 511 Building and, optionally, an alternate Co-location facility.
- b. **ENTRANCE DETAIL:** Respondent must detail the entrance connectivity at all locations.
- c. **SPOF:** Respondent must submit a design identifying where any SPOF's (Single Point Of Failures) exist.
- d. **NETWORK MAPPING:** Respondent must submit a fiber route plan depicting connectivity at 511, optional alternate facility, and U.S. Bank Stadium entrances via a Google Earth .kmz file.
- e. **SPOC:** Respondent must supply a Single Point Of Contact (SPOC) responsible for all portions of the Network Specifications.
- f. **MEGA-POPS:** Respondents must have diverse connectivity to Chicago and other primary Mega-POPs (east/west coast)
- g. **LOGICAL NETWORK MAP:** Proposer must provide logical network map and details on how many router hops (shortest path) there will be on ISP's network from stadium routers to ISPs Midwest, East Coast, and West Coast points of connectivity (Please specify major Midwest, East Coast, and West Coast connection points.
- h. **TRAFFIC MONITORING:** Proposer must provide a detailed description of how traffic monitoring statistics will be measured and report/made available to MSFA (SMG). Measurements include:
 - i. Per minute bandwidth demand in/out
 - ii. Per minute latency to key Internet sites: Google.com, Yahoo.com, NFL.com, Facebook.com, as examples
 - iii. Analysis of traffic to/from top ASNs and methodology for improving response times to/from these sites

- iv. Connection uptime
- v. MTTR facility outages over trailing 12 months

D. Requested Qualifications

The Authority reserves the right and discretion to determine the qualifications and responsibility of the Proposers to perform the services that are the subject of the RFP. It is the request and intent of the Authority that Proposers responding to the RFP have the following qualifications:

- o Proposer must have demonstrated experience in building, managing and supporting a high count multi-duct Metro fiber plant.
- o In-house capacity to produce necessary design, construction, and schedule documentation, which does not preclude any Proposer from also identifying potential sub-consultants that could assist in producing such estimates and schedules.
- o Performance and payment bond bonding capacity or ability to obtain bonding capacity to the full amount of the selected scope of the Carrier Neutral Fiber Network contained within the submitted Proposal.

E. RFP Timeline

Advertise and Issuance of Request for Proposals	October 16, 2015
Pre-proposal Meeting (511 11 th Ave, Suite 401, Tele Bridge TBD)	November 4, 2015
Written Questions Due	November 11, 2015
Proposals Due	December 2, 2015
Interviews of Shortlisted Proposers	December 16, 2015
Final Negotiations	January 8, 2016
Selection of Provider	January 15, 2016
Project Completion	June 15, 2016

F. Qualifications and Evaluation Criteria

By submitting a Proposal, the Proposer affirms that this timeline must and can 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.

F.1 Proposer Qualifications

The following items shall be included in a Proposal response:

- a. 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 joint venture participant and their respective percentage of participation. Provide a summary, on three pages or less, describing why the Proposer is the most qualified to be the Provider for the Project.

Proposer must have demonstrated experience in building, managing and supporting a standardized Carrier Ethernet (CE) network with an open and collaborative architecture that supports the Neutral Carrier concept of providing services to ANY carrier at any pre-defined Carrier Hotel handoff locations.

- b. Describe your company's primary business.
 - i. Does a majority (>50%) of your company's revenues come from providing local residential or business telecommunications services?
 - ii. If you are a carrier-neutral provider, does a majority of your company's revenues come from selling services to other carriers, or from selling retail services directly to customers under your brand? Provide a revenue % breakdown of wholesale versus retail revenues for your company.
 - iii. Give examples of how/where your company provides carrier-neutral carrier's carrier connectivity to other carriers.
 - iv. Give references for carrier-neutral customers your company provides services to.
 - v. Explain why/how you consider your company to be carrier-neutral.
 - vi. Are you willing to provide on-site optical transport equipment ports/services at the Stadium required by other carriers to provide services in the Stadium?
 - vii. Explain how your NOC/NMC is equipped and trained to manage multiple carrier customers.
 - viii. Explain typical quoting, contract negotiation, and provisioning timeframes for: T1s, 10Mbps, 100Mbps, 1Gbps, and 10Gbps circuit requests.
- c. Please provide a second detailed team organizational chart showing the structure of the team proposed to provide ongoing support technical and professional services to optimize the success of the Carrier Neutral Fiber Network, and a corresponding role, accountability and bio for each key team member. Respondent must have Carrier Ethernet Certified Professional (CECP) design engineers.
- d. 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.
- e. Provide representative list of similar projects managed by Proposer during that last 10 years or that are currently under construction or management. Include:

- Client
 - Project Name
 - Time Span of Services Provided
 - Site description; listing dates of construction, seating capacity, project gross square footage, and wireless environment. 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.
- f. Provide evidence of Proposer’s capacity to provide or obtain performance and payment bonds 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.
- g. Submit completed and executed responses to State of Minnesota “Affirmative Action Data” form (Exhibit B) and “Statement of Non Collusion” (Exhibit C).
- h. Submit Proposer’s contract terms and conditions utilizing, at a minimum, the Contract Form outline set forth in Exhibit A as a guide. (Proposers are encouraged to provide a full and complete contract with terms and conditions standard for its contracting relationships. The Exhibit A outline specifies required terms to be provided, but does not suggest the complete content of the terms and conditions required by a Proposer contract.)

F.2 Submittal Requirements: Evaluation of Proposals

In addition to the responses and information requested in Paragraph F. 1 above, Proposers shall also include the information requested below in their Proposals. As described below, the Authority 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 300 points will be available as follows:

Project Delivery:	50 points
Fiber Network Solution:	100 points
Commercial Terms:	100 points
Interview:	50 points
Equitable Contracting and Hiring:	Pass/Fail

The Proposals receiving the highest three scores, as determined by the Authority in its sole discretion will then be short-listed and selected to enter into final discussions and negotiations with the Authority, as a result of which the Authority will select in its discretion the Proposer

whose final Proposal is most advantageous and the best value to the Authority as permitted by the Act.

Project Delivery - 50 Points (10 points each)

1. Similar Project Experience. Describe Proposer’s experience with fast track projects, and discuss Proposer’s view as to appropriate ways to proceed with the Carrier Neutral Fiber Network requirements for 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 to which team members are assigned currently for years 2014 to 2016. Any other relevant experience pertinent to the Carrier Neutral Fiber Network requirements for this Project shall be listed under “Other Significant Experience.”
3. Project Specific Risks and Solutions. Identify and describe the risks Proposer perceives as being significant for the scope of services and Carrier Neutral Fiber Network required by this RFP, and how Proposer intends to mitigate, manage, and control those risks.
4. Project Controls. Describe Proposer’s approach and methodology for implementing project controls relating to budget and schedule compliance, and provide examples of Proposer’s experience in successfully managing similar projects that were completed within the established budget and schedule and fulfilled the defined project’s program.
5. Preliminary Performance Schedule. Please provide Proposer’s preliminary critical path method performance schedule with milestones interdependencies identified for critical items of design, ordering, construction, and installation work that generally demonstrates Proposer’s strategy for completing the scope of work required by this RFP by the required deadline.

Carrier Neutral Fiber Network Functionality – 100 Points

1. Describe Proposer’s solution for integration with the Authority’s other relevant or related technology systems

Commercial Terms – 100 Points

1. Price. (50 Points) Provide itemized pricing on all necessary design, coordination, supply, installation, and testing of a complete Carrier Neutral Fiber Network, solely or with Sub-contractor(s), and all scope of work items required by this RFP, including sales tax (if any).
2. Warranties and Maintenance. (25 points) Submit the warranties covering the proposed network, hardware and software. Describe the warranty terms, durations, limitations, etc. Describe the warranty policies regarding user modifications to same. Describe the service and maintenance programs, including copies of all service and maintenance contracts and fees for supporting software components.
3. Ongoing Fixed and Variable Costs. (25 points) Provide detailed cost information for ongoing fixed and variable costs, including tax calculation service fees, and any cost exclusions.

Proposers will submit a detailed and specific contract to the Authority for consideration and negotiation. The contract submitted by the Proposer will include, at a minimum, completed terms and conditions required by the Contract Form set forth on **Exhibit A**. The Authority will require Proposer to execute, as a condition of any award, the contract that is negotiated and agreed upon by Proposer and the Authority. The contract agreement proposed by Proposers must be complete with textual terms and conditions when proposed and cannot be an outline.

Interview – 50 Points

The Authority will conduct an interview with each qualified Proposer that has submitted a responsive proposal. Interviews will be in the format determined in the Authority's sole discretion.

Equitable Contracting and Hiring – Pass/Fail

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 goals in **Exhibit D**.

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. The Authority may change its scoring of Proposals as a result of 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.

The RFP, 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.

Each Proposer submitting a Proposal in response to this RFP acknowledges and agrees that the preparation of all materials for submittal to the Authority and all presentation, related costs, and travel expenses are at Proposer's sole expense and that the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to the RFP.

The Authority reserves the right to accept or reject any or all Proposals, to amend or alter the selection process in any way by addendum, to postpone the selection process for its own convenience at any time, and to waive any non-material 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 also reserves the right to accept or reject any individual sub-consultants that the successful Proposer proposes to use.

G. Project Labor Agreement

The Authority will require the Proposer to negotiate and enter into a Project Labor Agreement acceptable to the Authority for the Proposer's installation work on the Project, if any, required by this RFP.

H. Payment and Performance Bonds

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

I. Pre-proposal Meeting

A non-mandatory Pre-proposal meeting will be held November 4, 2015 2:00 p.m. CST in Authority Offices, 511 11th Ave, Suite 401, Minneapolis, Minnesota. Conference Bridge (TBD) for remote access to meeting.

J. Proposals Due

J.1 Proposal Due Date.

Proposals are due by 4:00 p.m. CST, December 2, 2015.

J.2 Proposal Delivery Requirements.

- One (1) electronic copy and four (8) bound copies of each Proposal should be enclosed in a sealed envelope addressed to:

Steven C. Maki, PE
Attention: **Carrier Neutral Fiber Network Proposal**
Minnesota Sports Facilities Authority
511 11th Avenue South, Suite 401
Minneapolis, Minnesota 55415

- One (1) electronic copy and four (4) bound copies should also be sent and addressed 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

K. Questions or Inquiries

All questions must be submitted in writing no later than 4:00 p.m. CST, September 30, 2015 to:

Steven C. Maki, PE
511 11th Ave. South Suite 401
Minneapolis, Minnesota 55415
Fax: 612.332.8334
Email: stevencmaki@gmail.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

L. 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 to the successful Proposer is given by the Authority. Proposers shall note with their Proposal any data in their Proposal that they consider proprietary information or otherwise private and confidential.

M. List of Exhibits

Exhibit A	Contract Form to be provided by Proposer
Exhibit B	Non Collusion Statement
Exhibit C	Minnesota Department Affirmative Action Data Page
Exhibit D	Authority's Equity Plan
Exhibit E	Stadium Plans

EXHIBIT A

CONTRACT AND PRICING FORMS TO BE PROVIDED BY PROPOSER

PROPOSED CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Contract Agreement") is made as of the ____ day of _____ in the year of 2015 ("**Effective Date**").

BY AND BETWEEN

The AUTHORITY:

MINNESOTA SPORTS FACILITIES AUTHORITY
511 11th Avenue South, Suite 401
Minneapolis, Minnesota 55415

and the

CONTRACTOR: _____

For: Certain Contractor Work.

For the following **PROJECT:** Carrier Neutral Fiber Network for U.S. Bank Stadium

1. **General Provisions**
2. **Contractor Work**
3. **Design and Development Services.**
4. **Contract Completion**
5. **Contract Amount and Cost of Services**

5.1 The Trade Contract Amount shall be as set forth on **Exhibit 2**.

6. **Record Retention, Audit and Claims**
7. **Changes**
8. **Sub-contractor(s)**
9. **Coordination with Project**
10. **Compliance with Applicable Law**

10.1 Equity Plan. The Trade Contractor shall comply with all Applicable Laws and any special requirements in the Contract Documents regarding equal employment opportunity, Targeted Business, and workforce participation initiatives. The Trade Contractor shall demonstrate good faith efforts to utilize minority (“**MBE**”) and women-owned (“**WBE**”) business enterprises (hereinafter referred to as “**Targeted Businesses**”). The Authority has retained the services of a Targeted Business Coordinator to assist with meeting Targeted Business and workforce participation goals. The Trade Contractor shall submit to the Authority a Targeted Business Enterprise Participation Plan within ten (10) Days after executing this Trade Contract Agreement. The Authority requires that the Trade Contractor utilize good faith efforts to achieve the goals for MBE and WBE participation set forth in the Authority’s Equity Plan for the Trade Contractor Work. The Authority also requires that the Trade Contractor utilize good faith efforts to achieve the workforce participation goals for minority and women workers regarding the Trade Contractor Work. The Authority has adopted the Equity Plan applicable to the Construction Manager to be the Equity Plan applicable to the Trade Contractor and the Trade Contractor agrees that it will follow the Equity Plan attached as **Exhibit 3** hereto and that the Equity Plan is applicable to its Trade Contractor Work. **The Trade Contractor shall utilize the Targeted Business Coordinator to the fullest extent possible to accomplish the following activities:**

- .1 Identify the trades, services and suppliers needed for the Trade Contractor Work.
- .2 Identify Targeted Businesses that have the resources and capabilities to participate in the Trade Contractor Work.
- .3 Contact Targeted Businesses to solicit bids for work on the Trade Contractor Work.
- .4 Certify currently uncertified but qualified companies as Targeted Businesses for participation in the Trade Contractor Work.
- .5 Develop the Targeted Business Enterprise Participation Plan for submittal with any bid or proposal from Sub-contractor(s).
- .6 Track participation of Targeted Businesses.
- .7 Prepare Targeted Business participation reports required by the Authority.
- .8 Comply with workforce utilization requirements of the Authority’s Equity Plan for the Contractor Work, including requirements established pursuant to Section 17, subd.1 of the Act.

Trade Contractor's failure to use good faith efforts to achieve the Authority's Targeted Business participation goals or to follow the requirements of the Authority's Equity Plan for the Trade Contractor Work may result in the assessment of appropriate damages. The Authority's Equity Plan for the Contractor Work is attached as **Exhibit 3** and any references in the Equity Plan to Construction Manager shall apply to Contractor.

- 11. Payments**
- 12. Final Completion and Payments**
- 13. Safety**
- 14. Contractor's Insurance for Purposes of Contractor's Work.**
- 15. Termination or Suspension by Authority**
- 16. Entire Agreement**

16.1 This Trade Contract Agreement represents the entire agreement between the Authority and Trade Contractor and supersedes any prior negotiations, representations, promises, or agreements whether written or oral. This Trade Contract Agreement may be amended only by written instrument signed by both Authority and the Trade Contractor.

[THIS SPACE LEFT INTENTIONALLY BLANK]

[SIGNATURE PAGE FOLLOWS]

THIS TRADE CONTRACT AGREEMENT is entered into as of the day and year first written above.

AUTHORITY:

By: Michele Kelm-Helgen
Title: Its Chair

AUTHORITY:

By: Ted Mondale
Title: Its CEO/Executive Director

CONTRACTOR:

By: _____
Title: _____

EXHIBIT 1
DESCRIPTION OF CONTRACTOR WORK

The following description is included in the scope of the Trade Contractor Work as **Exhibit 1**:

The design, work, services, labor, materials, and equipment to be provided by the Contractor and its Sub-contractor(s, Suppliers, Consultants and Sub-consultants of any tier and associated with the Contractor Work for the Project are described below, and it is the intention of the Contract Agreement that the Contractor shall provide all design, work, services, labor, materials, and equipment to complete the Contractor Work in accordance with the Contract Agreement, including the Contract Documents and all Applicable Laws.

The Trade Contractor Work shall include the following, without limitation:

1. **Design and Development Services.**
2. **Implementation and Integration Services.**

[To be developed]

EXHIBIT 2
TRADE CONTRACT AMOUNT

[To be developed]

EXHIBIT 3
EQUITY PLAN

[See Attached]

EXHIBIT 4
CONSTRUCTION SCHEDULE

The Contractor shall perform its Contractor Work expeditiously and consistent with its contractual obligations to further the orderly progress of the Contractor Work. The Contractor’s Work shall be commenced on the Effective Date, and, subject to authorized adjustments and excusable delays as allowed by the Contract Agreement, Contractor shall achieve Project Milestone Dates and Substantial Completion of its Contractor Work in accordance with this **Exhibit 4**.

Final Completion of the Contractor Work shall be deemed to have occurred only after completion of all the Contractor Work and acceptance of it by the Authority.

The Date of Substantial Completion is described in more detail below:

Substantial Completion

Milestone Dates of the Contractor Work that must be complete in accordance herewith are outlined on the Outline of the Schedule below. For purposes of this **Exhibit 4**, “**Scheduled Substantial Completion Date**” shall mean _____, 2016 and “**Guaranteed Completion Date**” shall mean the date set forth across from the corresponding unit or phase of Trade Contractor Work on the Outline of Construction Schedule set forth below.

The following Outline of Construction Schedule highlights critical components of the Project and mandatory Milestone Dates that must be completed, without exception, by the Contractor in order to meet the requirements of the Construction Schedule and Substantial Completion.

The Parties acknowledge and agree, in accordance with **Paragraph 2.11** to the Contract Agreement, that the Contractor will undertake Extraordinary Measures if the Authority determines that the performance of the Contractor Work has not progressed or reached the level of completion required by the Milestone Dates.

Please provide a specific timeline and project plan in MS Excel; including key milestones, tasks, person(s) accountable, estimated durations and completion dates.

OUTLINE OF STADIUM CARRIER NEUTRAL FIBER NETWORK IMPLEMENTATION SCHEDULE

Description of Contractor Work	Start Date	Guaranteed Completion Date	Comments

EXHIBIT 5
WARRANTY

The following Warranty is included in this Trade Contract Agreement as Exhibit 7:

WARRANTY

Pursuant to the Trade Contract Agreement between the Minnesota Sports Facilities Authority ("**Authority**") and _____ ("**Trade Contractor**"), Trade Contractor hereby warrants and guarantees that all of the Trade Contractor Work performed under the Trade Contract Agreement will be of new and of good quality, will be free of defects except for those inherent in the quality of the Trade Contractor Work allowed by the Trade Contract Documents, and will conform to the requirements of the Trade Contract Documents ("**Warranty**"). If the Trade Contractor Work does not conform to this Warranty, it shall be considered defective, and Trade Contractor shall remedy at its own expense any such defective Trade Contractor Work (including the costs that the Authority or Architect incur in dealing with or as a result of the defective Trade Contractor Work) so that the Trade Contractor Work conforms to the Trade Contract Documents. The Trade Contractor's Warranty shall extend for a period of two (2) years after final acceptance by Authority. Where guarantees or warranties are required in the Trade Contract Documents for a period of more than two (2) years, such longer terms shall apply. All Suppliers' warranties and guarantees, express or implied, respecting any part of the Trade Contractor Work and any materials used therein are hereby assigned by the Trade Contractor to the Authority. This Warranty shall supplement, and not supersede, warranties and guarantees given by Trade Contractor under the terms of the Trade Contract Documents.

TRADE CONTRACTOR:

WITNESS: _____

Title: _____

Date: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day, personally appeared _____ known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of _____, 2015.

NOTARY PUBLIC

SEAL

MY TERM EXPIRES

EXHIBIT 6
FORM OF MAINTENANCE AGREEMENT

[See Attached]

EXHIBIT B

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 C

MINNESOTA DEPARTMENT AFFIRMATIVE ACTION DATA PAGE

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 St. Paul, MN 55101	Metro: (651) 296-5663 Toll Free: 800-657-3704
Website: www.humanrights.state.mn.us	Fax: (651) 296-9042
Email: employerinfo@therightsplace.net	TTY: (651) 296-1283

EXHIBIT D

AUTHORITY'S EQUITY PLAN

The Equity Plan for professional and technical services has three areas that will continue to be monitored, throughout the contract; targeted business inclusion, diverse workforce inclusion and transparent/regular reporting.

Targeted Business Inclusion

The Authority will expect that the contractor will include Minority and Women Business Enterprises (MWBE's) to perform part of the contractor's work. There are arrays of resources that have been prepared to assist the contractor in identifying targeted businesses. In the event that the contractor cannot identify either minority or women businesses, we offer the opportunity to pursue veteran owned small businesses as an option. In addition to locating and contracting with targeted MWBE businesses, we anticipate that the contractor will offer targeted businesses an opportunity to get mentored through this contract. A mentor/protégé option will show that the contractor is serious about developing small businesses in an area where larger companies have dominated the market.

Diverse Workforce Inclusion

There are no workforce inclusion goals on professional and technical services; however, the Authority expects that the contractor will make every effort to recruit a labor force that is ethnically and gender diverse. Recruiting workers from local small and disadvantaged businesses is an opportunity to develop those businesses as well as educating its workforce on the unique opportunities the professional / technical scopes of work offer.

Transparent Reporting

The building of this Project has a phenomenal track record of equity inclusion in both business and workforce. We expect the same in every facet of the Project. The contractors are expected to initially report its targeted business expectations through an exhibit to its contract. Next we expect the contractor to regularly report to the Authority its monthly spending activity. The documents that the contractors should use to report this information are attached.

- 1) Attachment A: Who will the contractor award work to and at what price and percentage of total contract?
- 2) Attachment B: Who did the contractor solicit work from and why they chose to use or not to use that targeted business? This is the clarification data necessary to identify your Good Faith Effort(s).

Additionally, Minnesota Statute 337.10 requires prime contractors and all Sub-contractor(s) on building and construction contracts to promptly pay their Sub-contractor(s), service providers and material suppliers within ten (10) days of their receipt of payment. Moreover, the Authority requires that you report on the monthly progress payments made to all your Sub-contractor(s).

Attachment A

Minnesota Sports Facilities Authority
 900 South 5th Street, Minneapolis, MN 55415



CONSTRUCTION SERVICES AGREEMENT EQUITY PLAN TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

Proposer Company Name: _____

Check ONE of the following:

- No Targeted Business participation is committed on this project
 The following Targeted Business (MBE & WBE) participation is committed on this project:

Firm Name <small>(Legal business name used for Targeted Business certification)</small>	WBE MBE <small>(Check one)</small>		How will firm participate? <small>(subcontractor, consortium, joint venture)</small>	Description of work	Estimated dollar value of participation	Estimated percentage of total bid
Total WBE %				Total MBE %		

(Form continued on next page. Use copies of page 1 of this form if additional space is needed to list committed Targeted Businesses and attach such copies to the form.)



CONSTRUCTION SERVICES AGREEMENT EQUITY PLAN
TARGETED BUSINESS COMMITMENT AND INFORMATION FORM

On behalf of the Proposer identified below, I certify that:

(Check ONE of the following)

- No Targeted Business (MBE or WBE) participation is committed on this project.
- Proposer is committed to use the Targeted Business contractor(s) listed in this form on this project at the stated percentage(s).

I further certify that I have read the Targeted Business requirements found in the Construction Services Agreement Equity Plan. I am authorized on behalf of the Proposer to submit this certification to the Minnesota Sports Facilities Authority. This certification is a material representation of fact on which the Authority may rely in awarding the contract.

Proposer Name: _____

By: _____

Date: _____

Name: _____

Title: _____

Attachment B

Minnesota Sports Facilities Authority
900 South 5th Street, Minneapolis, MN 55415



**CONSTRUCTION SERVICES AGREEMENT EQUITY PLAN
TARGETED BUSINESS INFORMATION FORM**

Check ONE of the following:

- No Targeted Business will be used by Proposer on this project.
- Targeted Businesses are proposed to be used on this project.

The following is

- 1) a list of Targeted Businesses proposed to be used on the project AND
- 2) a list of Targeted Businesses who were considered by the Proposer for the project but were not selected by the Proposer:

1) TARGETED BUSINESS PROPOSED TO BE USED ON THE PROJECT:

Firm Name	Address	Telephone Number

2) TARGETED BUSINESS WHO WERE CONSIDERED BUT WERE NOT SELECTED:

Firm Name	Address	Telephone Number

(Form continued on next page. Use copies of page 1 of this form if space is needed to list additional Targeted Businesses and attach such copies to the form.)



CERTIFICATION

On behalf of the Proposer identified below, I certify that the information provided in this form is true and correct.

Proposer
Name: _____

By: _____ Date: _____

Name: _____

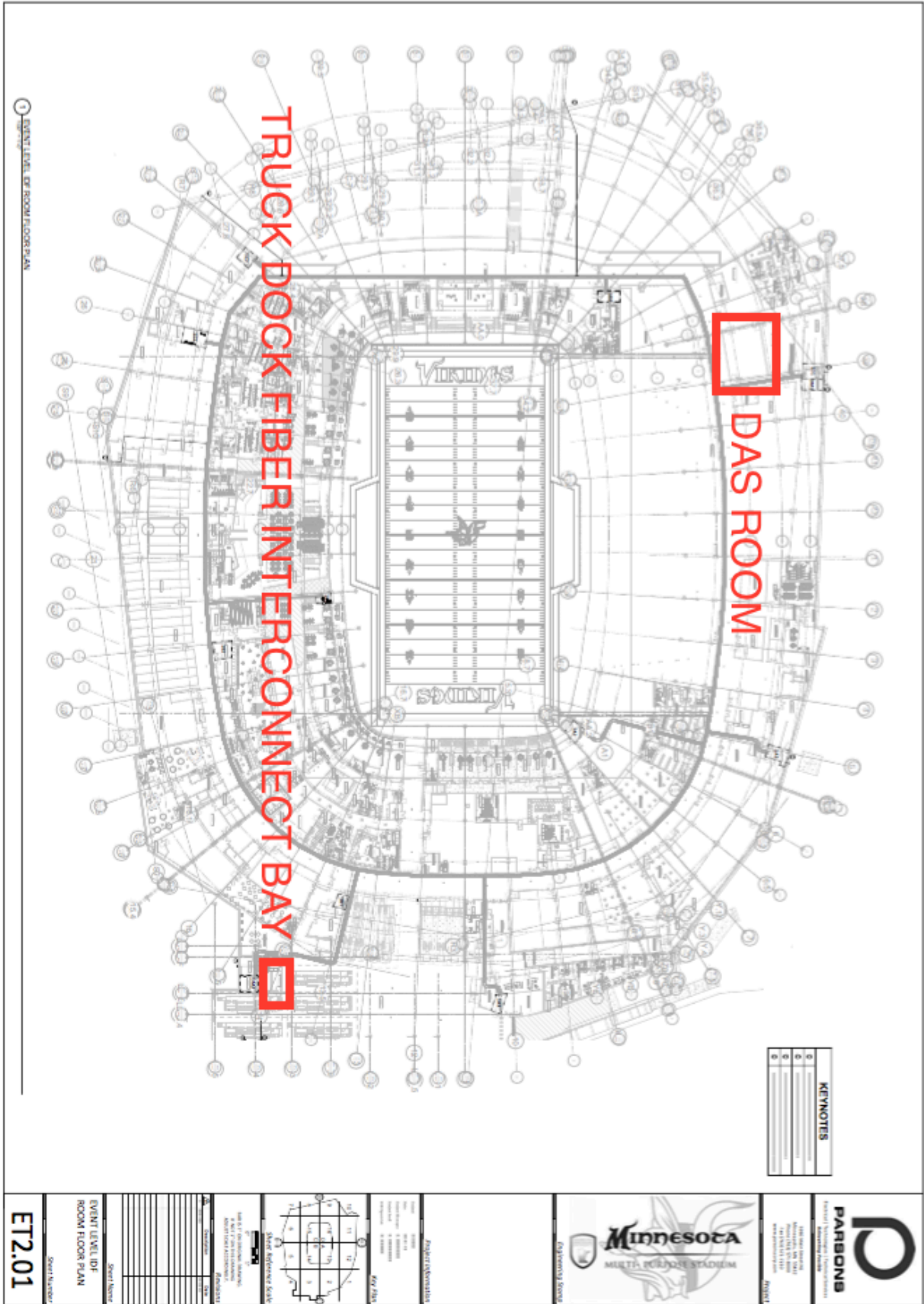
Title: _____

END OF DOCUMENT

EXHIBIT E 1
STADIUM FIBER ENTRANCES

EXHIBIT E 2

STADIUM EVENT LEVEL DAS ROOM and TRUCK DOCK FIBER INTERCONNECT BAY



① EVENT LEVEL OF ROOM FLOOR PLAN

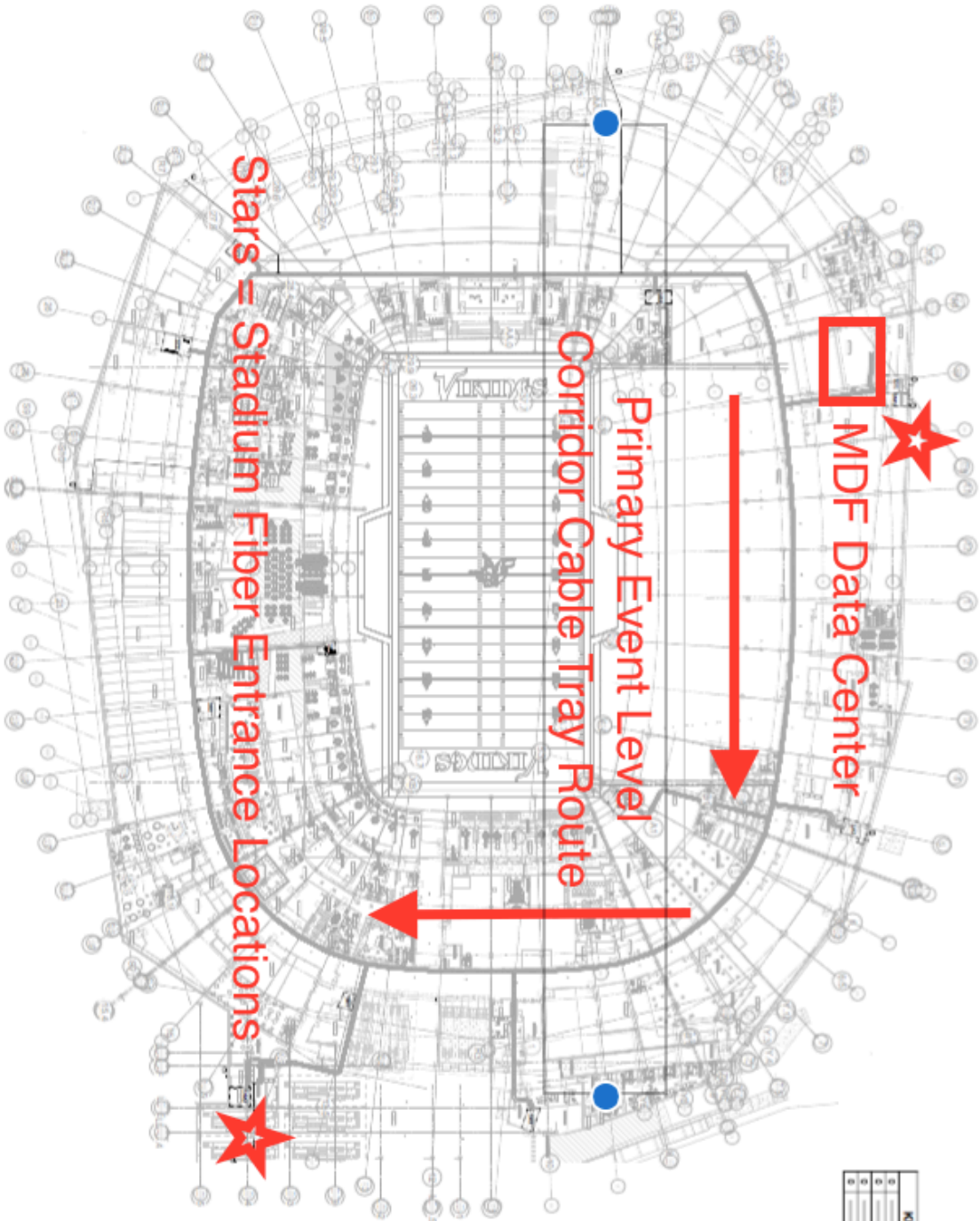
KEYNOTES	

<p>PARSONS PARSONS BRINCKERHOFF COMPANY</p>	<p>MINNESOTA MULTI-PURPOSE STADIUM</p>	<p>Project Information</p> <p>Project Name: _____</p> <p>Project Number: _____</p> <p>Project Location: _____</p>
		<p>Site Map</p>
<p>Event Name: _____</p> <p>Event Level ID: _____</p> <p>Room Floor Plan: _____</p> <p>Sheet Number: _____</p>	<p>ET2.01</p>	<p>Scale: _____</p> <p>Author: _____</p> <p>Checked: _____</p> <p>Approved: _____</p>

EXHIBIT E 3

STADIUM EVENT LEVEL MDF DATA CENTER

EVENT LEVEL OF ROOM FLOOR PLAN



KEYNOTES	

 PARSONS A CH2M HILL COMPANY	 MINNESOTA MULTI-PURPOSE STADIUM	 North Arrow	 EVENT LEVEL OF ROOM FLOOR PLAN Sheet Name ET2.01
--	---	--	---