

ADVERTISEMENT FOR QUALIFICATIONS & PROPOSALS

1. Proposals – Submit qualifications and proposals in response to a Request for Proposals issued by the Minnesota Sports Facilities Authority (MSFA) – Electronic On Line Auctioneering, Minneapolis, Minnesota, to Steve Maki, Director of Facilities, at the Minnesota stadium on or before 1:00 pm CDT, on September 20, 2013.
2. Services Include – Provide electronic on line auctioneering services for sale of specialized assets of the HHH Metrodome.
3. Examining Documents – Documents will be available for review at the MSFA office, MSFA, 900 South 5th Street, Minneapolis, MN and on the website, www.msfa.com, on September 6, 2013.
4. Obtaining Documents – Proposers may obtain a copy of the documents on September 6, 2013, at the MSFA, 900 South 5th Street, Minneapolis, MN 55415.
5. 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 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

**MINNESOTA SPORTS FACILITIES AUTHORITY
900 SOUTH 5TH STREET
MINNEAPOLIS, MN 55415**

**REQUEST FOR QUALIFICATIONS/PROPOSALS
(RFQ/RFP)**

ELECTRONIC ON LINE AUCTIONEERING SERVICES

SEPTEMBER 6, 2013

**REQUEST FOR QUALIFICATIONS/PROPOSAL
ELECTRONIC ON LINE AUCTIONEERING SERVICES**

A. Introduction

The Minnesota Sports Facility Authority (the "Authority") issues this Request for Qualifications/Proposals ("RFQ/RFP") to seek an experienced proposer ("Proposer") or proposers ("Proposers") to provide electronic on line auctioneering services to support the Authority in its efforts as contemplated in Section 17, subdivision 1, of 2012 Minnesota Laws, Ch. 299 (the "Act"). The Authority is a political subdivision of the State of Minnesota. The Authority owns and operates the HHH Metrodome. The Metrodome stadium is anticipated to cease operations in preparation for redevelopment on the site no later than February 1, 2014. The Authority intends to hire a qualified Contractor to sell Authority surplus assets using a Web based auction service prior to and after the cessation of operations. The assets are generally comprised of electronic audio and video equipment typically used in the sports and entertainment industry as well as other assets used in its business operations.

B. Services Included in this RFQ/RFP

This RFQ/RFP seeks on line auctioneering services for sale of equipment and other stadium assets. The contract shall be utilized on an as-needed, if needed basis and the Authority reserves the right to dispose of any assets by any method it deems necessary in accordance with State law. The on line auctioneering services must provide an electronic selling process in which purchasers compete to purchase the equipment or assets at the highest purchase price in an open and interactive environment.

C. Proposal Requirements

All proposals shall include the information requested in **Exhibit A: Contents of Proposal**. Each Proposer submitting a Proposal in response to this request acknowledges and agrees that the preparation of all materials for submittal and all presentation, related costs, and travel expenses are that Proposer's sole expense and the Authority shall not, under any circumstances, be responsible for any cost or expense incurred by the Proposers in participating in the RFQ/RFP process. The Authority shall be allowed to keep any and all materials supplied by the Proposers in response to this RFQ/RFP.

D. Requested Qualifications

The Authority reserves the right and discretion to determine the appropriate degree of qualifications, experience, and responsibility of the Proposers to perform the services that are the subject of this RFQ/RFP. It is the intent of this RFQ/RFP that responding Proposers have the requisite qualifications in at least the following major qualification groups:

- 1. Experience and Success Rate** - in the on line sale of equipment.

Substantial experience in providing quality and effective services of the nature required by this

RFQ/RFP to owners of professional or major collegiate sports venues, or similarly significant projects and experience in providing services for public entities. Proposer should provide examples of the successes Proposer has achieved in similar engagements. Proposer shall provide easily accessible and highly responsive technical support and customer service. Problems identified by buyers shall be responded to in writing within 24 hours of notification of issue. Provide evidence of any licensure required by the State for the work. Provide forms of payment to be accepted from buyers on auction. Provide turn down time for final payment of proceeds to Authority. Provide collection policy for insufficient funds and/or non payment. Provide information on timeline to proceed with on line auction sales once contract agreement is reached.

2. Knowledge – of markets for specialized equipment and pricing of specialized used audio and video equipment. Knowledge to determine reserve pricing of assets for sale. Advertising options and suggested marketing strategies for the sale of specialized assets. The Proposer shall bear all costs of advertising expenses for the sale of Authority assets.

Knowledge and ability to perform the work as outlined within this proposal document to maximize the return on sale to the Authority.

3. Warehousing & shipping ability – to securely store assets available for sale and ship in a safe, secure, and protective manner from point of sale to point of purchase

Provide any evidence of facilities, equipment, and personnel to deal with storage and sale of stadium assets. Provide cost of shipping for stadium assets from stadium to warehouse facility. Warehousing ability is not a required element in performance of the work.

4. Ability to document and account – for the sale of assets including asset tag, sale price, purchaser, date of sale, etc. in accordance with Authority requirements and State law. Provide method/process to maintain separation and record keeping of multiple groups/or lots for sale. Provide Authority access to all books, accounts, records and evidence pertaining to all costs incurred under the agreement between proposer and the Authority. Provide signature attesting to accuracy of reports of sale and date of attest.

5. Ability to provide least direct and indirect costs – to Authority for on line auctioneering sale of assets including warehousing and shipping expenses.

Provide reports as required by Authority Director of Finance in a timely manner. Provide fee structure detailing all fees and commissions, whether paid by buyer or seller and which fees are straight pass through. Provide a commission percentage which shall be retained by auctioneer for sale of assets and any cap on commission by asset sale amounts. Proposer is responsible for any and all taxes or fees that are a result of transacting the sale or as part of conducting the business for the Authority.

6. Ability to provide any necessary bonds and insurance – to meet the requirements of the Authority.

7. **Provide evidence if proposer's business is a Targeted Group Business** – as defined by the State of Minnesota Department of Administration.

These groups are not intended to be all-inclusive. Proposers are encouraged to provide as much information and detail as possible to present a complete and comprehensive proposal.

E. Questions Regarding Request for Proposal

A Pre-proposal meeting will be held on September 16, 2013 at 10:00 a.m. in the MSFA Conference room. The Conference room is located in the Stadium Administration offices on 5th Street at the HHH Metrodome. The Authority reserves the right to reject any Proposal received from a Proposer not in attendance at the Pre-proposal meeting.

Any questions concerning this RFQ/RFP should be directed to the following and not to any other person in the Authority' organizations:

Steven C. Maki, PE
Director of Facilities & Engineering
900 South 5th St.
Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

All questions or requests for information must be submitted in writing. Material clarifications or revisions to the Request for Proposal will be provided by subsequent correspondence or addenda to all Proposers.

F. Proposal Timeline

1. September 6, 2013: Advertisement of RFQ/RFP.
2. September 16, 2013: Pre-proposal meeting; 10:30 a.m. CDT
3. September 17, 2013: Closing date and time for written questions; noon
4. September 20, 2013: Proposal Deadline; 9 a.m. CDT

All Proposals must be delivered to the addresses set forth below by 9:00 a.m. CDT on September 20, 2013 ("Proposal Deadline"). Each proposal shall be provided in a single bound volume.

One electronic copy and five (5) bound copies shall be delivered to:

Steven C. Maki, PE

Director of Facilities & Engineering
900 South 5th St.
Minneapolis, MN 55415
Fax: 612.332.8334
Email: steve.maki@msfa.com

The Authority reserves the right to modify this Proposal Timeline.

G. Selection Process

As permitted by the Act, a competitive negotiation process will be used to determine which Proposal(s) will be most advantageous to and in the best interest of the Authority. The Authority will review and evaluate all Proposals received.

Nothing in this RFQ/RFP shall require a contract to be awarded for all services solicited in this RFQ/RFP. The Authority reserves the right to award separate contracts for any one or more of the service categories identified herein, and to not award a contract for any particular service solicited in this RFQ/RFP. Joint venturing among Proposers is not encouraged or discouraged.

If multiple Proposers submit a Proposal as a joint venture, the Proposal shall clearly designate the specific services proposed to be performed by each joint venture partner and the amount of proposed compensation to be received by each joint venture partner as a percentage of the total compensation received by the joint venture. The Authority reserves the right and discretion to award a portion of the services solicited in this RFQ/RFP to one joint venture partner and not the other joint venture partner or partners.

If the Proposal includes a proposed subconsultant or subconsultants, the proposed subconsultants will be subject to the approval of the Authority. The Authority reserves the right to reject any proposed subconsultant. The Proposal must designate the particular services that the Proposer suggests would be performed by subconsultants and the amount of proposed compensation to be received by each subconsultant as a percentage of the total compensation received by the Proposer.

If part of Proposer's proposed compensation is performance based, Proposer must explain its performance compensation proposal in detail, how it would be measured and verified, and whether it would be tied to actual hours worked on the sale.

After discussions and negotiations, the Authority and Team will select the Proposer or Proposers deemed to be qualified and best suited among those submitting proposals, on the basis of the following evaluation criteria:

1. The experience, qualifications, skill and professionalism of the Proposer's key personnel committed to this Project.
2. Proposer's responses to **Exhibit A: Contents of Proposal**.

3. The Proposer's capacity to provide high quality services as described by this RFQ/RFP.
4. The Proposer's relevant experience, expertise, qualifications, and success in providing services of the type described in this RFQ/RFP. It is expected the successful Proposer will demonstrate previous successful provision of similar services to comparable projects.
5. The Proposer's financial proposal, including price and terms, including full disclosure of the breakdown of all fees, costs or compensation proposed to be paid from the Proposer's compensation to joint venture partners, subconsultants, or any other unaffiliated persons, institutions, organizations, associations or groups in furthering the Proposer's work.
6. Acceptance of the contractual terms that are proposed to govern the relationship with the Proposer.
7. The degree to which the Proposer is a minority owned business, woman owned business or owned by a disabled individual.

This RFQ/RFP specifies minimum requirements and should be responded to in all respects. In addition, Proposers should and are encouraged to submit alternatives and recommendations that may benefit the Authority.

Notwithstanding anything to the contrary in this RFQ/RFP, the Authority reserves the right to award to the Proposer whose Proposal is most advantageous to the Authority and in its best interest as determined by the Authority. No Proposer shall be entitled to rely on any oral representations or statements made by the Authority during the RFQ/RFP process. After the commencement of this RFQ/RFP process, all communications shall be by e-mail to the persons listed in **Section E** above. If any Proposer attempts any unauthorized communication, that Proposer's Proposal may be rejected.

The Authority shall have the sole discretion to determine the responsibility of Proposers and the responsiveness of Proposals, which the Proposers agree shall not be subject to challenge unless it is arbitrary, capricious, or not supported by substantial evidence. Any protest to the procedures set forth in this RFQ/RFP must be submitted in writing to the persons listed in **Section E** above within seven (7) days after receipt of the RFQ/RFP; otherwise such protest or challenge shall be deemed waived. By submitting a Proposal, the Proposer affirms that it has no protest or challenge to the procedures set forth in this RFQ/RFP. The Authority shall decide all matters raised in any protest or challenge in question, and its decision shall be final and not appealable unless arbitrary, capricious, or not supported by substantial evidence. In no event shall any Proposer be entitled to attorneys' fees, bid preparation costs, or other damages in a protest of an award pursuant to this RFQ/RFP. The Authority reserves the right to waive any irregularities or informalities in the Proposals presented by any Proposers.

The issuance of this RFQ/RFP constitutes only an invitation to submit Proposals. It is not to be construed as a request for bids, but as a means to facilitate the acquisition of information related to

the purchase of professional services. Any Proposal submitted as provided herein constitutes a suggestion to supply information and to negotiate, and is not a bid.

The Authority reserves the right, in its sole and absolute discretion, to determine whether any aspect of the Proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Proposer(s), the right to negotiate with any Proposer(s), the right to reject any or all Proposals with or without cause, and the right to cancel and amend, in part or entirely, the RFQ/RFP.

Evaluation of proposals by staff or by any other group are advisory, and such evaluations are for the sole benefit of the Authority, and as such, they are not binding nor may they be in any way relied upon by a Proposer.

H. RFQ/RFP Process

This RFQ/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 or the Team.

The Authority reserves 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 convenience at any time, and to waive any defects in proposals submitted.

The Authority reserves the right to accept or reject any individual subconsultants or joint venture partners that the successful Proposer proposes to use. Several separate Proposers may also be selected, each to perform some but not all of the services requested in this RFQ/RFP or several Proposers may be requested to form a joint venture to serve as the selected electronic on line auctioneering service firm.

All Proposals shall remain open for acceptance until 60 days after the Proposal Deadline.

All Proposals are eventually subject to the Minnesota Government Data Practices Act, Minn. Statutes, Chapter 13, but the Act prohibits disclosure of any information derived from Proposals submitted by competing Proposers, and the content of all Proposals is nonpublic data under Chapter 13 until such time as notice to award a contract is given by the Authority. Proposers shall note with their Proposal any trade secret information or other not public data in their submittal.

All material submitted becomes the property of the Authority and will not be returned.

If awarded a contract, the Proposer warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted standards of care applicable to the services to be performed. The prospective Proposer further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract. Proposers warrant and represent that they have all necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the Authority.

I. List of Exhibits

Exhibit A Contents of Proposal

Exhibit B Acknowledgement and Attestation Form

Exhibit C Sample Agreement

Exhibit D Fee Proposal Form

Exhibit E Non Collusion Statement

Exhibit F Minnesota Department of Human Rights Affirmative Action Data Form

Exhibit G not used

EXHIBIT A

Contents of the Proposal

Proposals should include the following information:

A. Approach and Plan

1. Provide a plan of operation that fully addresses how each of the services outlined in the RFQ/RFP would be provided. The RFQ/RFP is incorporated by reference into this **Exhibit A**.
2. Based on Proposer's knowledge of the Project, identify key risks faced in connection with the services solicited in this RFQ/RFP, and how the Proposer would mitigate or address those risks.
3. State who the Proposer would assign to the account as account executive and primary support staff and provide detailed resumés for these key individuals.
4. Describe the responsibilities of the Authority's support staff and how the support staff would interact with the Proposers and others in relation to the services solicited in this RFQ/RFP.
5. Describe any additional services that have not been outlined in this Request for Proposal that the Proposer offers to clients and that you believe could be of significant benefit to the Project, together with any related fees for those services.
6. Identify those aspects of administration, including specific challenges faced on this Project, which will be critical to the success of the services solicited in this RFQ/RFP and how the Proposer would address them.
7. Describe the Proposer's approach and success rate in performing the services contemplated in this RFQ/RFP and Proposer's methodology in determining and verifying that the claimed success was due to or caused by its efforts. Be sure to identify significant projects and discuss how those projects were a success in regard to performing the services of the nature solicited in this RFQ/RFP.
8. Describe and identify the insurance Proposer carries in connection with its business including type of policy and limits. Include a current specimen insurance certificate with your Proposal.
9. Describe any proprietary systems that Proposer will employ to deliver the services described in its Proposal, and how they will benefit the Authority.

10. Describe any other considerations the Proposer believes to be important to this RFQ/RFP.

B. Proposer Information

1. Describe the Proposer, its size, number of employees, and annual revenues;
2. Describe the Proposer's general experience in providing services of the nature solicited in the RFQ/RFP and provide a list of recent building closure/asset sale projects where Proposer has provided similar services with the names of and contact information for the owner's representatives for the respective projects. The Authority may contact any of these representatives;
3. Describe how the Proposer is distinguished from its competitors;
4. Describe any claims, litigation, mediation or arbitration against the Proposer in the last five (5) years; and
5. Describe any conflicts of interest that you may have in representing the Authority, including any business relationships you may have with the Minnesota Vikings, the National Football League, the City of Minneapolis, the State of Minnesota, M.A. Mortenson Company, or other parties having an interest in the Project that may be construed to be a conflict of interest.

C. Financial Proposal

The Proposer's financial proposal will be a significant factor in the evaluation of Proposals.

1. Each Proposer shall include a breakdown of its financial proposal identifying the proposed compensation requested to be paid by the Authority to the Proposer and itemizing the proposed cost. Proposer shall also itemize the compensation, if any, to be paid to each joint venture partner or subconsultant, if any.
2. Describe Proposer's policy on transparency of income as well as position on the collection of contingency fees, bonus commissions or other income that is not directly related to the delivery of services on this Project.
3. Confirm that the Proposer's sole remuneration for its services shall be as set forth in the contract between Proposer and the Authority, and that Proposer will not receive referral fees, placement fees, commissions, or other compensation from third parties in connection with the performance of the services required by this RFQ/RFP, including, without limitation, the Project contractor hired by the Authority.
4. Identify the costs, fees, or other compensation anticipated to be paid from the Proposer's compensation to any other joint venture partner, subconsultant, or unaffiliated person, institutions, organizations, associations or groups in furthering the

Proposer's work as employment services assistant. Proposer shall not pay from its compensation, any fees, costs or other compensation to any group, institution, or organization affiliated with the Proposer including, without limitation, any person, group, institution, or organization owned in whole or in part by the Proposer, or the Proposer's officers, directors, shareholders, members, or owners.

5. Provide Exhibit D. Proposers may propose alternate form of payment of fees in addition to this exhibit.

D. **Proposed Terms and Conditions of Engagement**

It is anticipated that the proposed terms set forth in **Exhibit C** will be used in the contract for this engagement. Accordingly, the Proposer must identify any and all essential changes the Proposer would require to the proposed terms set forth in **Exhibit C**, which changes will be evaluated during discussions and negotiations. Failure to request a change prior to discussions and negotiations will preclude the Proposer from later requesting negotiation or changes.

EXHIBIT B

MINNESOTA SPORTS FACILITIES AUTHORITY

ACKNOWLEDGEMENT AND ATTESTATION FORM

(To Be Submitted With Indication of Interest and Qualifications)

In submitting these Qualifications for Electronic On Line Auctioneering Services the undersigned has certified that the Proposer has reviewed the Request for Proposals/Qualifications for Electronic On Line Auctioneering Services ("RFP") dated September 6, 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 RFQ and/or received from the Authority on a confidential basis.

The Proposer understands the Authority reserves 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 C

SAMPLE AGREEMENT

DATE: September xx, 2013

BETWEEN: MINNESOTA SPORTS FACILITIES AUTHORITY
900 South Fifth Street
Minneapolis, Minnesota 55415 (“Owner”)

AND: (insert contractor name here) (“Consultant”)

OWNER AND CONSULTANT agree as follows:

- I. Project. This Agreement pertains to the professional services for the Minnesota Sports Facilities Authority, Minneapolis, Minnesota (“Project”)
- II. Term. The term of this Agreement (“Term”) shall be from October 1, 2013 to April 1, 2014, unless terminated earlier as set out in this Agreement. Contract shall be extended upon mutual agreement by the Consultant and Commission.
- III. Services. During the Term, Consultant shall perform the services set out in Exhibit A (“Services”). The Services under this Agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with Exhibit A. Consultant shall allow only competent, trained employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees to perform the Services on its behalf, and Consultant shall adequately supervise its employees. Consultant shall be properly licensed for the work it will perform.
- IV. Compensation. Owner shall pay Consultant for the services in accordance with the fee schedule set out in Exhibit B. On or before the last day of each month, Consultant shall submit an itemized invoice for such month, and payment shall be made by Owner on or before the twentieth day of the following month. If Consultant fails to timely submit such invoices, Owner shall pay such invoices in its ordinary course of business, but no later than 30 days from the date such invoices are submitted. Owner shall have no obligation whatsoever to pay employees of Consultant.
- V. Insurance. See Exhibit C.
- VI. Indemnification.
 - A. Consultant shall indemnify and hold harmless Owner and its officers, members, (hereinafter collectively called the “Indemnitees”) from and against all liabilities, claims, damages, losses, causes of action, judgments, costs and expenses, including reasonable attorneys’ fees, arising out of or resulting from: (I) the failure of Consultant to perform its obligations in accordance with the terms and conditions of this Agreement; (ii) any negligent act or error or omissions of Consultant, or any of its agents,

employees, subConsultants, material suppliers or others for whose acts any of them may be liable (each, a "Responsible Party"); Consultant's duty of indemnification shall be in proportion to the allocable share of such negligent or willful act or omission of Consultant and the other Responsible Parties. This indemnification obligation shall not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for Consultant under workers' compensation acts, disability acts or other employee benefit acts. Consultant shall include in each subcontract a comparable indemnification clause wherein the subConsultant will indemnify and hold harmless the Indemnitees for matters arising out of or resulting from the obligations of such subConsultant and the work to be performed by such subConsultant on the Project.

- B. Upon payment of fees Consultant shall at all times indemnify and hold Owner harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Consultant's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to Owner resulting from such claims or liens. After written demand by Owner, Consultant shall immediately cause the effect of any suit or lien to be removed from the Project and the real property upon which it is located. In the event Consultant fails to do so, Owner is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, shall be immediately due and payable by Consultant or may, at Owner's option, be offset against any sums due and payable to Consultant hereunder. In the event a suit on such claim or lien is brought, Consultant shall, at the option of Owner, defend said suit at its own cost and expense, with counsel satisfactory to Owner and will pay and satisfy any such claim, lien, or judgment as may be established by the decisions of the Court in such suit. Consultant may litigate any such lien or suit, provided Consultant causes the effect thereof to be removed promptly in advance from the Project and the property upon which the Project is located.
- VII. Limited Liability. Notwithstanding anything in this Agreement to the contrary, Owner does not waive any statutory limited immunity from municipal tort liability available to it under Minnesota Statutes, Chapter 466, or otherwise. Such statutory limited immunity shall apply whether an action, claim, demand or lawsuit is initiated by Consultant or any third party.
- VIII. Independent Consultant. Consultant and its agents and employees shall at all times be independent Consultants and shall not, under any circumstances, be considered not hold themselves out to be agents or employees of Owner. Consultant further agrees that no tax assessment or legal liability of Consultant or of its agents or employees shall become an obligation of Owner by reason of this Agreement.
- IX. Assignment. Consultant shall not assign, by operation of law or otherwise, this Agreement or any money due or to become due hereunder without obtaining the prior written consent of Owner. Any attempted assignment by Consultant without Owner's prior written consent shall be void and of no effect.

X. Administration.

- A. Consultant shall investigate, hire, pay, supervise and discharge all personnel required to perform the Services set out in this Agreement. All personnel hired by Consultant for the performance on any Services hereunder shall be deemed employees of Consultant and not of Owner, and shall be deemed employed solely at Consultant's expense. Owner shall have no right to supervise directly or direct on a day-to-day basis such employees of Consultant.
- B. Consultant and all subconsultants shall strictly observe and comply with all laws, ordinances, rules and regulations concerning hours of work, age, compensation, working conditions, payroll taxes and other conditions of employment.

XI. Consultant's Records. Owner shall be permitted access to all of the Consultant's records, books, vouchers, correspondence, instructions, drawings, receipts, memoranda and similar material relating to this Agreement. Consultant shall preserve all such material for a period of two years after final payment under this Agreement.

XII. Termination. This Agreement may be terminated by Owner upon written notice to Consultant. From and after the date of termination specified in such notice, all rights and interests of Consultant hereunder shall terminate. In such event of such termination, Consultant shall be compensated (as provided in Section 4 hereof) for all Services properly performed prior to the date of termination, subject to any offset arising from a breach of the provisions of this Agreement by Consultant. Upon termination of this Agreement, Consultant shall immediately deliver to Owner all drawings, reports, analyses, samples, materials or other work product completed pursuant to this Agreement.

XIII. Equal Opportunity. This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Affirmative Action Rules and Regulations Plan and Targeted Group Business Goals of Owner. Consultant represents and warrants that it shall not discriminate in its employment practices in violation of any such applicable law, executive order or affirmative action plan or targeted group business goals. Consultant shall include in each subcontract comparable equal employment opportunity and affirmative action obligations.

XIV. Notices. All notices, demands, consents or approvals required or permitted under this Agreement shall be in writing and shall be deemed effective (a) when personally delivered, (b) when sent by facsimile with receipt acknowledged, (c) one business day after being deposited with any nationally recognized overnight courier which routinely issues receipts, addressed to the party at the address stated below, or (d) three business days after being placed in the United States mails by certified mail, return receipt requested, postage prepaid, addressed to the party at the address stated below:

Owner at: Minnesota Sports Facilities Authority
900 South Fifth Street
Minneapolis, Minnesota 55415
Attention: CEO/Executive Director
Facsimile No. (612) 332- 8334

Consultant at: *firm address*

or at such other place or places as either party may hereafter designate in writing.

XV. Miscellaneous.

- A. The persons executing this Agreement on behalf of each party hereto warrant and represent that they have full power and authority to do so.
- B. Section headings herein are inserted only for convenience of reference, and shall in no way define, limit, or prescribe the scope or extent of any provisions of this Agreement.
- C. In the event of any conflict between this Agreement and anything contained in the Exhibits hereto, the provisions of this Agreement shall govern.
- D. In the event either party to this Agreement commences any legal action in connection with the provisions hereof, or in order to obtain damages for the alleged breach of any of the provisions hereof, the prevailing party in such action shall be entitled to recover, in addition to any amounts of relief otherwise awarded all reasonable costs incurred in connection therewith, including reasonable attorneys' fees.
- E. All covenants, agreements, indemnities, guarantees and warranties made by Consultant shall survive the expiration or termination of this Agreement.
- F. If any term or provisions of this Agreement shall be held to be invalid or unenforceable, the remaining terms and provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- G. This Agreement shall be construed and governed under the laws of the State of Minnesota.
- H. All previous oral or written promises and agreements relating to the subject matter of this Agreement are hereby superseded, it being expressly agreed that the terms and provisions of this Agreement shall constitute the full and complete agreement between Owner and Consultant.
- I. The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed as a waiver of such provisions or of the right of the party thereafter to enforce each and every such provision.
- J. In performing the Services hereunder, Consultant shall comply with all applicable federal, state and local laws, including without limitation any such laws relating to storage, use or disposal of hazardous wastes, substances or materials.

Consultant shall keep strictly confidential any information (other than information which is a matter of public record or is provided by other sources readily available to the public) that Consultant learns about the Project or about Owner or the business of Owner during the term of this Agreement. However, any such

information may be disclosed to employees and agents of Consultant to the extent that such persons, in Consultant's considered judgement, need access to such information to enable Consultant to perform its obligations under this Agreement. This covenant shall survive the termination of this Agreement.

XVI. Disputes. Any claim, controversy or dispute arising out of this Agreement shall be settled by arbitration in accordance with the applicable rules of the American Arbitration Association, and judgement upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in Minneapolis, Minnesota. The Owner reserves the right to determine in its own opinion any other form of alternative dispute resolution to resolve any or all disputes.

XVII. **IN WITNESS WHEREOF**, Owner and Consultant have executed this agreement as of the date set out at its head.

CONSULTANT: (insert contractor name here)

By _____

Its _____

OWNER: MINNESOTA SPORTS FACILITIES AUTHORITY

By _____

Its _____

By _____

Its _____

Exhibit A
Scope of Work

Provide electronic on line auctioneering services in accordance with proposal dated zzzzzz, xx, 2013.

Exhibit B Compensation

Compensation as per aaaaaaa. proposal dated zzzzzz,yy, 2013. (attached).

Exhibit C Insurance Coverage

Consultant agrees to provide and maintain, at its own cost and at all times during the term of this Agreement, such insurance coverages as are set forth below, and to otherwise comply with the provisions that follow. Such insurance provisions shall also apply to all subconsultants engaged by Consultant with respect to its performance under this Agreement. Consultant shall be entirely responsible for securing the performance of all of its subconsultants with the insurance required of such subconsultants. Consultant shall not commence performance under this Agreement, nor shall Consultant allow any subconsultant (of any tier) to commence performance under this Agreement, until all insurance required of Consultant and/or each subconsultant is in effect, and satisfactory evidence thereof is provided to Owner, as set forth below.

I. Workers' Compensation. Workers' Compensation insurance in compliance with all applicable statutes. Such policy shall include Employer's Liability coverage in at least such amount(s) as are customarily provided in Workers' Compensation policies issued in Minnesota.

II. General Liability. "Commercial General Liability Insurance" coverage (Insurance Services Office form title), providing coverage on an "occurrence", rather than on a "claims made" basis, which policy shall include, but not be limited to, coverage for Bodily Injury, Property Damage, Personal Injury, Contractual Liability (applying to this Agreement), Independent Consultants, and Products-Completed Operations liability. Such policy shall include Owner, its members, employees and agents as Additional Insureds thereunder. Consultant agrees to maintain Completed-Operations coverage, on a continuing basis, for a period of at least two (2) years following the final completion of its performance under this Agreement.

Consultant agrees to maintain at all times during the term of this Agreement a combined general liability policy limit of at least \$2,000,000 Each Occurrence applying to liability for Bodily Injury and Property Damage, and a combined limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limits afforded under Consultant's Commercial General Liability Policy, or by such Policy in combination with the limits afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy is in all material respects at least as broad as that afforded by the underlying Commercial General Liability Policy, and further, that Owner, its members, employees and agents are included as Additional Insureds thereunder.

III. Automobile Liability. Automobile Liability insurance covering liability for Bodily Injury and Property Damage arising out of the ownership, use, maintenance, or operation of all owned, nonowned and hired automobiles and other motor vehicles utilized by Consultant in connection with its performance under this Agreement. Such policy shall provide a total liability limit for combined Bodily Injury and/or Property Damage in the amount of at least \$1,000,000 per accident, which total limit may be satisfied by the limit afforded under such policy, or by such policy in combination with the limit afforded by an Umbrella or Excess Liability Policy (or policies); provided, that the coverage afforded under any such Umbrella or Excess Liability Policy (or policies) shall be, in all material respects, at least as broad with respect to such automobile liability insurance as that afforded by the underlying policy. Such policy, and, if applicable, such Umbrella or Excess Liability Policy (or policies), shall include Owner, its members, employees and agents as Additional Insureds thereunder. Unless included within the scope of Consultant's Commercial General Liability Policy, such Automobile Liability Policy shall also include coverage for motor vehicle liability assumed under contract.

IV. Professional Liability. Professional (or "Errors & Omissions") Liability Insurance in the amount of at least \$5,000,000 Each Occurrence (or "Wrongful Act", or equivalent) and, if applicable, Aggregate, covering Consultant's liability for negligent acts, errors or omissions in the performance of professional services under this Agreement. Consultants's Professional Liability Insurance may afford coverage on an occurrence basis or on a claims-made basis. It is, however, acknowledged and agreed by Consultant that under claims-made coverage changes in insurers or in insurance policy forms could result in the impairment of the liability insurance protection intended for Owner hereunder. Consultant therefore agrees that it will not seek or voluntarily accept any such change in its Professional Liability Insurance coverage if such impairment of the protection for Owner could result; and further, that it will exercise its rights under any "Extended Reporting Period" ("tail coverage") or similar claims-made policy option if necessary or appropriate to avoiding impairment of such protection. Consultant further agrees that it will, throughout the entire period of required coverage and for an additional period of two (2) years following its last act of performance under this Agreement, immediately: (a) advise Owner of any intended or pending change in Professional Liability insurers or in policy forms, and provide Owner with all pertinent information that Owner may reasonably request to determine compliance with this section IV; and (b) advise Owner of any claims or threats of claims that might reasonably be expected to reduce the amount of such insurance remaining available for the protection of Owner.

This section IV shall: (a) only apply to Consultant if Consultant will be rendering professional services under this Agreement; and (b) apply to all subconsultants who will be rendering such professional services in connection with this Agreement. Consultant shall require all such subconsultants to agree to a provision for the benefit and protection of Owner that is identical (except for the description of the parties) to this subsection.

V. Evidence of Insurance. All such policies shall be endorsed so that Insurer endeavors to provide Owner with evidence that the insurance coverages required of Consultant hereunder are in full force and effect. In the event that any such insurance renews or is terminated during the term of this Agreement, Consultant shall promptly provide Owner with evidence that such coverage will be renewed or replaced upon termination with insurance that complies with these provisions. Such evidence of insurance shall be in the form of a standard Certificate of Insurance, or in such other form as Owner may reasonably request, and shall contain sufficient information to allow Owner to determine whether there is compliance with these provisions. All such policies shall be endorsed to require that the Insurer endeavor to provide at least 30 day notice to Owner prior to the effective date of policy cancellation, nonrenewal, or change in coverage terms that would result in noncompliance with the provisions of this Exhibit.

VI. Insurers; Policies. All policies of insurance required hereunder shall be issued by financially responsible insurers, and all such insurers must be acceptable to Owner. Such acceptance by Owner shall not be unreasonably withheld or delayed. An insurer with a current A.M. Best Company rating of at least A:VII shall be conclusively deemed to be acceptable. In all other instances, Owner shall have 15 business days from the date of receipt of Consultant's evidence of insurance to advise Consultant in writing of any insurer that is not acceptable to Owner. If Owner does not respond in writing within such 15 day period, Consultant's insurer(s) shall be deemed to be acceptable to Owner.

VII. Release and Waiver. Consultant agrees to rely entirely upon its own property insurance for recovery with respect to any damage, loss or injury to its property interests. Consultant hereby releases Owner, its officers, employees, agents and others acting on Owner's behalf, from all claims, and all liability or responsibility to Consultant, and to anyone claiming through or under Consultant, by way of subrogation or otherwise, for any loss of or damage to Consultant's business or property caused by fire or other peril or event, even if such fire or other peril or event was caused in whole or in part by the negligence or other act or omission of Owner or other party who is to be released by the terms hereof, or by anyone for whom such party may be responsible.

VIII. Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

September 6, 2013
RFP for Electronic On Line Auctioneering Services
Minnesota Sports Facilities Authority

Exhibit "D"

FEE PROPOSAL

2013 ELECTRONIC ON LINE AUCTIONEERING SERVICES

Proposal of: _____

Address: _____

Telephone: _____ Fax: _____

For the furnishing of on line auctioneering services for the Minnesota Sports Facilities Authority/Metrodome in accordance with the attached specifications which were submitted with this proposal and upon which this proposal is made.

Emergency telephone number (24 hours) _____

Maximum response time for emergency calls _____

Discount for payment within twenty (20) days _____

Have you enclosed the required Minnesota Affirmative Action Data Page Form? _____ YES _____ NO

By signing this Proposal, the Proposer/Bidder understands and agrees to the attached terms, conditions and specifications including "non-collusion".

STATE YOUR FIRM'S FULL LEGAL NAME _____

(This information is for preparation of contract forms if award is made to your firm.)

SIGNATURE _____

NAME _____

(Please type name of contact person for contracts.)

INCORPORATED IN STATE OF _____

Payment should be made to: Name: _____
 (If different from above.)

Address: _____

Fee Proposal

Gross Merchandise Value (actual price paid less shipping, sales taxes and transactional fees = "GMV")

<u>GMV</u>	<u>Transaction Fee %</u>		<u>Estimated Value of Transactions</u>	=	<u>Total</u>
\$0 to \$4000.00	_____ %	x	\$300,000.00	=	\$ _____
\$4001.00 to \$12,500.00	_____ %	x	\$100,000.00	=	\$ _____
Cap on Sales above \$12,500	\$ _____ per transaction	x	25	=	\$ _____
			Total Estimated Fee	=	\$ _____

EXHIBIT E

NON-COLLUSION STATEMENT

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

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) 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 bid 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.

BY _____

ITS _____

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

Notary Public

My Commission Expires _____

EXHIBIT F

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 5th Street, Suite 700
St. Paul, MN 55101

Website: www.humanrights.state.mn.us
Email: employerinfo@therightsplace.net

Metro: (651) 296-5663
Toll Free: 800-657-3704
Fax: (651) 296-9042
TTY: (651) 296-1283