

**City of Minneapolis Impound Lot  
51 Colfax Avenue North  
Minneapolis, MN 55405  
May 16, 2005**

**Request for Proposal  
For Pilot Program of Online Auction Services**

The purpose of this Request for Proposals is to solicit proposals from qualified Proposers for providing an online auction service for the City of Minneapolis. This service will enable the Impound Lot and other City departments to sell its vehicles and other miscellaneous item types through an internet based auction.

The intent of this proposal is to pilot test online auctions to determine feasibility for proceeding with this type of service for asset sales in the future. This pilot program will operate for up to 12 months.

During 2004, approximately 11,000 vehicles were auctioned at the City of Minneapolis Impound Lot. It is anticipated that a portion of the vehicles slated for auction will be auctioned in an online auction format, though no guarantees are implied regarding volumes of items to be sold.

Section I

**Scope**

This service shall include the following:

- 1) The Proposer shall provide an internet accessible web service for customers to login to a specialized auction web site which allows for the ability to enter a bid for property, and viewing images and descriptions.
- 2) This service must allow for a secure online payment method for the auctioned property. Though, the City of Minneapolis may elect to obtain payment for auctioned vehicles at the Impound Lot Site or any location.
- 3) Selected Proposer shall provide customer service and support within 24 hours of notification of repair needs or service delivery problems.
- 4) The Proposer shall provide, at City request, training classes, on proper usage of the online auction process.
- 5) The proposer must list a disclaimer and sale rules supplied by the City of Minneapolis for each vehicle offered for sale. The City of Minneapolis expects the proposer to submit a draft document to be finalized by the City of Minneapolis.

- 6) The proposer must have a means to publish images of the items to be auctioned on the auction website.
- 7) The proposer must maintain documentation on the vehicles sold and the amount it was sold for, for a period of 1 year online and 7 years on file.
- 8) The proposer must supply a portal or means to administer information for the City of Minneapolis on the auction site pertaining to City of Minneapolis auction items.
- 9) Items to be auctioned include vehicles and other miscellaneous items.
- 10) The proposer will load pictures and data to the auction site from materials sent to the proposer from the city, and setup the auction for review by the City of Minneapolis prior to auction release.

### **Project Tasks**

The Proposer must maintain the web site 24 hours per day, ensuring appropriate and timely operation.

The City of Minneapolis will provide an initial list of vendors. At the end of the pilot phase the proposer will supply the current list of vendors with most current email address. The City of Minneapolis owns the vendor list, and any future use of the vendor list by the proposer is at the sole discretion of the City of Minneapolis.

### **Implementation**

This contract shall be utilized on an as-needed, if-needed basis and the City reserves the right to dispose of items by any method it deems necessary in accordance with City, State and Federal law.

#### *City of Minneapolis Pilot Project*

This will be considered a “pilot” program, not necessarily limited to the sale of surplus City of Minneapolis Impound items. The pilot program will be formally assessed by the City in order to ensure the City’s requirements for the program will be accomplished and policies, procedures and logistics for the program are sufficiently established to support a possible application. It is anticipated that the duration of the pilot program may be up to twelve (12) months.

Depending on the progress and results of this project, the City reserves the sole right to adjust the end date of the pilot, including the projected completion date. In addition, the City reserves the sole right to terminate the contract. Based on the assessment and conclusions of the pilot project a determination will be made regarding the future direction of online auctions. The City of Minneapolis reserves the right to cancel the project or proceed with a contract to commence online auctions for 1 year with the option to renew for 3 years with the proposer.

## **Project Schedule**

The City will require a completed contract prior to the incurring of any costs for this online auction service.

The initial term of the City contract will be for up to one year in the pilot mode and terminate no later than July 29, 2006. Upon completion of the pilot program, the City reserves the right to enter into a one (1) year contract with the option to renew for an additional (3) three year term. The city reserves the right to select any proposer to enter into a contract with.

RFP on Street	May 16, 2005
RFP Q & A	May 31, 2005
Proposals Due	June 16, 2005
RFP Evaluation	June 24, 2005
Pilot Start	July 29, 2005

## **Proposal Due Date**

Proposals must be submitted by June 16, 2005 to the City of Minneapolis, Procurement Division.

**City of Minneapolis, Procurement Division**  
**551 Towle Building**  
**Minneapolis, MN 554**  
**Marked: "Impound Lot Auction RFP"**

Proposals must be received by 4:30 pm local Minneapolis time on the due date.

## **Department Contact**

Questions about this RFP shall be delivered in writing no later than May 23, 2005 to:

Scott Wellan  
City of Minneapolis Public Works Dept.  
33 N. 9<sup>th</sup> St.  
Minneapolis, MN 55403  
Fax: 612-673-2898

The City shall provide responses to all known proposers. Response to questions and any clarifications to be offered to this RFP shall be mailed no later than March 31, 2005. For persons submitting questions, please provide your fax and email information to expedite the response. The contact person above is the only person to communicate with about this RFP until the proposals have been submitted.

## **Warranties**

The City of Minneapolis makes no warranties about the success of this online auction process or its ability to generate a specific or expected revenue level. Site visits to the

Impound Lot for the sake of viewing current processes can be arranged by contacting Supervisor of Impound Lot at (612) 673-5719 to be scheduled on June 6, 2005.

### **Submittals**

To allow for easier comparison of proposals during evaluation, the following format of the RFP submittal by the Proposer must be followed:

- A. Experience and Capacity - Describe background and experience demonstrating ability to provide required services. Identify any work with other governmental agencies. Include any other abilities that may enhance or improve the online auction process for the City of Minneapolis.
- B. Cost - Indicate proposed cost of service, including: how determined; rates; direct costs and billing schedule. Submit a separate cost for any services not described in this RFP that may enhance the Impound Lot functionality.
- C. Process Definition – Describe the online auction process, and definitions of work for the city and the proposer. Also include and identify possibly auction capabilities (eg. Dutch auction)
- D. References - List references from contracts similar in size and scope.
- E. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Subcontractors should also be listed. Identify location of sales and service representatives.
- F. Describe the no pay process and how this functions within your company. What occurs when an individual or company bids on an auction item, becomes the winning bidder, and does not pay for the property.
- G. RFP Submittal- Must be titled “Impound Lot Auction RFP” on the front of each submittal. The original submittal must be bound in a 3 ring binder. Three copies of the submittal must also be provided.

### **Evaluation Criteria**

An evaluation committee will be selected that includes: representatives from the issuing department, representatives from other departments who may be involved in the project, and any other individuals with specific expertise in the project subject matter.

Consideration will be given to:

- A. Quality, thoroughness and clarity of proposal.
- B. Qualifications and experience of staff. Reviewal of references.
- C. How well the scope of services offered meets department objectives.

- D. Financial responsibility and capacity of company.
- E. Women owned and Minority owned business participation.
- F. Cost of Services Proposed.

## Section II

### **Request for Proposal General Requirements**

The General Requirements are terms and conditions that the City expects all of its contractors to meet. By proposing the Proposer agrees to be bound by these requirements unless otherwise noted in the Proposal. The Proposer may suggest alternative language to any section. Some negotiation is possible to accommodate Proposer's suggestions.

#### 1 City's Rights

The City reserves the right to reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost, and to create a project of lesser or greater expense and reimbursement than described in this Request for Proposal, or the respondent's reply based on the component prices submitted.

#### 2 Interest of Members of City

The contractor agrees that no member of the governing body, officer, employee or agent of the City shall have any interest, financial or otherwise, direct or indirect, in the Contract.

#### 3 Equal Opportunity Statement

Contractor agrees to comply with the provisions of all applicable federal, state and City of Minneapolis statutes, ordinances and regulations pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, Section 181.59 and Chapter 363, and Minneapolis Code of Ordinances, Chapter 139, incorporated herein by reference.

#### 4 Non-Discrimination

The contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Minneapolis Code of Ordinances, Chapter 139.

#### 5 Insurance

Insurance secured by the Contractor shall be issued by insurance companies acceptable to the City and admitted in Minnesota. The insurance specified may be in a policy or policies of insurance, primary or excess. Such insurance shall be in force on the date of execution of

the contract and shall remain continuously in force for the duration of the contract. The Contractor and its sub-contractors shall secure and maintain the following insurance:

- a) Workers Compensation insurance that meets the statutory obligations with Coverage B-Employers Liability limits of at least \$100,000 each accident, \$500,000 disease - policy limit and \$100,000 disease each employee.
- b) Commercial General Liability insurance with limits of at least \$1,000,000 general aggregate, \$1,000,000 products - completed operations \$1,000,000 personal and advertising injury, \$1,000,000 each occurrence \$50,000 fire damage and \$5,000 medical expense any one person. The policy shall be on an "occurrence" basis, shall include contractual liability coverage and the City shall be named an additional insured.
- c) Commercial Automobile Liability insurance covering all owned, non-owned and hired automobiles with limits of at least \$500,000 per accident.
- d) Professional Liability Insurance or Errors & Omissions insurance providing coverage for 1) the claims that arise from the errors or omissions of the Contractor or its sub-contractors and 2) the negligence or failure to render a professional service by the Contractor or its sub-contractors. The insurance policy should provide coverage in the amount of \$1,000,000 each occurrence and \$1,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.

Acceptance of the insurance by the City shall not relieve, limit or decrease the liability of the Contractor. Any policy deductibles or retention shall be the responsibility of the contractor. The Contractor shall control any special or unusual hazards and be responsible for any damages that result from those hazards. The City does not represent that the insurance requirements are sufficient to protect the Contractor's interest or provide adequate coverage. Evidence of coverage is to be provided on a City-approved Insurance Certificate. A thirty-(30) date written notice is required if the policy is canceled, not renewed or materially changed. The Contractor shall require any of its subcontractors, if sub-contracting is allowable under this contract, to comply with these provisions.

## 6 Transfer of Interest

The Contractor shall not assign any interest in the Contract, and shall not transfer any interest in the same either by assignment or novation without the prior written approval of the City, provided, however, that claims for money due or to income due to the contractor may be assigned to a bank, trust company or other financial institution, or to a Trustee in Bankruptcy without such approval. Notice to any such assignment or transfer shall be furnished to the City. The Contractor shall not subcontract any services under this contract without prior approval of the City Department Contract Manager designated herein.

## 7 Compliance Requirements

All contractors hired by the City of Minneapolis are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires contractors associated with the City of Minneapolis to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Contractors also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination. The above requirements also apply to the Minnesota Human Rights Act, Minn. Stat. C. 363.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or part, and the

contractor may be declared ineligible by the Minneapolis City Council from any further participation in City contracts in addition to other remedies as provided by law.

8 General Compliance

The Contractor agrees to comply with all applicable Federal, State and local laws and regulations governing funds provided under this contract.

9 Performance Monitoring

The City will monitor the performance of the Contractor against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time after being notified by the City, contract termination procedures will be initiated. All work submitted by Contractor shall be subject to the approval and acceptance by the City Department Contract Manager designated herein. The City Department Contract Manager designated herein shall review each portion of the work when certified as complete and submitted by the Contractor and shall inform the Contractor of any apparent deficiencies, defects, or incomplete work, at any stage of the project.

10 Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Contract. Any and all employees of Contractor or other persons engaged in the performance of any work or services required by Contractor under this Contract shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including Worker's Compensation claims under the Worker's Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of contractor.

11 Hold Harmless

The Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees, from any liabilities, claims, damages, costs, judgments, and expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the contractor, its employees, its agents, or employees of subcontractors, in the performance of the services provided by this contract or by reason of the failure of the contractor to fully perform, in any respect, any of its obligations under this contract. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statute 3.732 et seq. shall apply with respect to liability bonding, insurance and liability limits. The provisions of Minnesota Statutes Chapter 466 shall apply to other political subdivisions of the State of Minnesota.

12 Accounting Standards

The Contractor agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this contract.

13 Retention of Records

The Contractor shall retain all records pertinent to expenditures incurred under this contract for a period of six years after the resolution of all audit findings, with the exception that such records shall be kept for a period of ten years after both the terms of a monitoring agreement have been fulfilled and all audit findings have been resolved for abatement programs. Records for non-expendable property acquired with funds under this contract shall be retained for three years after final disposition of such property.

14 Data Practices

The Contractor agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor must immediately report to the City any requests from third parties for information relating to this Agreement. The City agrees to promptly respond to inquiries from the Contractor concerning data requests. The Contractor agrees to hold the City, its officers, and employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws.

All Proposals shall be treated as non-public information until the Proposals are opened for review by the City. At that time, the names of the responders become public data. All other data is private or non-public until the City has completed negotiating the contract with the selected vendor. At that time, the Proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minn. Stat. C. 13 and as such are open to public review.

15 Inspection of Records

All Contractor records with respect to any matters covered by this agreement shall be made available to the City or its designees at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

16 Living Wage Policy

All contractor employees will be paid at least a living wage. The definition of a Living Wage is at a minimum 110 percent of the current year federal poverty level for a family of four as provided by the federal Department of Health & Human Services for a contractor that does not supply employer-paid health insurance and 100 percent for a contractor that does supply employer-paid health insurance.

17 Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Hennepin, State of Minnesota, regardless of the place of business, residence or incorporation of the Contractor.

18 Conflict and Priority

In the event that a conflict is found between provisions in this Contract, the Contractor's Proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Proposal; and last 3) Request for Proposals.

19 Travel

If travel by the Contractor is allowable and approved for this contract, then Contractor travel expenses must be reimbursed in accordance with the Contractor Travel Reimbursement Conditions, available from the City.

20 Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract shall become the property of the City upon final approval of the final report or upon request by the City at any time before then. The City may use, extend, or enlarge any document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

21 Billboard Advertising

Through Ordinance 109.470, City and City-derived funds are prohibited from use to pay for billboard advertising as a part of a City project or undertaking.

21 Conflict Of Interest/Code Of Ethics

Contractor agrees to be bound by the City's Code Of Ethics, Minneapolis Code Of Ordinances, Chapter 15. Contractor certifies that to the best of its knowledge all City employees and officers participating in this Agreement have also complied with that Ordinance. It is agreed by the Parties that any violation of the Code Of Ethics constitutes grounds for the City to void this Agreement. All questions relative to this section shall be referred to the City and shall be promptly answered.

22 Termination

The City may cancel this Contract for any reason without cause upon thirty (30) days written notice, except that if either party fails to fulfil its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract, the other party shall have the right to terminate this Contract, if the default has not been cured after a ten (10) days written notice has been provided. If termination shall be without cause, the City shall pay contractor all compensation earned to the date of termination. If the termination shall be for breach of this Contract by Contractor, the City shall pay Contractor all compensation earned prior to the date of termination minus any damages and costs incurred by the City as a result of the breach. If the contract is canceled or terminated, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Contractor under this agreement shall, at the option of the City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of this Contract by the Contractor. The City may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the City is determined. The rights or remedies provided for herein shall not limit the City, in case of any default by the Contractor, from asserting any other right or remedy allowed by law, equity, or by statute.

23 Small & Underutilized Business Program (SUBP) Requirements

The proposer must comply with the Small & Underutilized Business Enterprise Program (SUBP), as outlined in Minneapolis City Ordinance Chapter 423 (the "(SUBP) Ordinance"). The SUBP Ordinance applies to any construction/development project, or part thereof, in excess of one hundred thousand dollars (\$100,000), and any contract for the provision of goods and services in excess of fifty thousand dollars (\$50,000). In accordance with the terms and conditions of this agreement, the rules and regulations as promulgated by the manager of the SUBP, and the SUBP Ordinance, the proposers must complete and submit as a part of their proposal, Appendix One, "Every Available and Reasonable Effort Criteria Questionnaire," and Appendix Two, "Contractor Participation Form."

Each proposer, including proposers that are Women Business Enterprise (WBE) and/or Minority Business Enterprise (MBE) must complete and submit with its proposal the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and "Contractor Participation Form, Appendix Two." Proposers that are W/MBEs are encouraged to further contract with certified W/MBEs for procurement of goods, services and materials.

Failure to complete and/or submit the "Every Available and Reasonable Effort Criteria Questionnaire," Appendix One, and the "Contractor Participation Form," Appendix Two, with the proposal and provide written documentation of the proposer's efforts or activities to meet the goals as described below, may be grounds for rejecting a proposal as non-responsive.

If established participation levels are not met, the City of Minneapolis will make the final determination as to whether the proposer made sufficient good faith efforts to achieve the established goals.

The activities listed below must be included and documented in the proposal submitted to establish 'good faith effort' as required by the statute [Ch.423]. Whether or not the proposer

- Contacted the Minneapolis Department of Civil Rights for information about utilizing the services of certified Women Business Enterprises (WBE)/Minority Business Enterprises (MBE) and W/MBE criteria;
- Advertised (or posted notices) in general circulation, community newspapers, and with service organizations such as Urban League, Summit Academy OIC, MDCR, MPHA, YouthBuild, MEDA, NAMC, and Women Venture concerning the subcontracting and employment opportunities;
- Utilized the services of women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies to provide assistance identifying and recruiting women-owned and minority-owned firms. Such service organizations include Urban League, Summit Academy OIC, Minneapolis Department of Civil Rights, Minneapolis Public Housing Authority, YouthBuild, MEDA, NAMC, and Women Venture;
- Provided written notice to a reasonable number of certified W/MBE firms that have the capability to perform the work of the contract that their interest in the contract is being solicited;
- Followed up initial solicitations of interest by contracting certified W/MBE firms to determine with certainty whether the W/MBE firms were interested;
- Selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that W/MBE goals may be met;
- Provided interested certified W/MBE firms with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation;
- Negotiated in good faith with interested certified W/MBE firms, not rejecting the firms as unqualified without sound reason(s) based on a thorough investigation of their capabilities;
- Other actions, not listed above, intended to secure participation of women and minority employees, and participation of certified W/MBE firms.

The proposer shall, utilizing Appendix One, make and document every reasonable effort to include qualified and available certified small businesses, including companies owned by women and minority persons, as part of their proposal. A list of certified small businesses can be obtained by contacting the Small and Underutilized Business Program at 612/673-2272 or the CERT web site which is linked from the Civil Rights Department web page found at [www.ci.minneapolis.mn.us](http://www.ci.minneapolis.mn.us).

Proposers who fail to submit "Appendix One" and "Appendix Two" may be deemed non-responsive and their proposal may be rejected.

The SUBP goals for this project are \_\_\_% WBE and \_\_\_% MBE.

Any inquiries relating to the participation goals for small and underutilized businesses should be directed to the City of Minneapolis Civil Rights Department, SUBP Unit, 239 City Hall, 350

South 5<sup>th</sup> Street, Minneapolis, Minnesota 55415, Attention: Manager, SUBP Unit, (612-673-2272).

## Appendix One

### Every Available and Reasonable Effort Criteria Questionnaire

*This document, when completed, must be included with the proposal. Proposers who fail to submit "Appendix One" may be deemed non-responsive and their proposal may be rejected.*

1. List the name of the person you spoke with at Minneapolis Department of Civil Rights, and the date, regarding information on how to contact certified W/MBE's and how to qualify as a certified W/MBE?

\_\_\_\_\_

\_\_\_\_\_

2. List the places where you advertise or post notices concerning subcontracting and employment opportunities for this project. Please attach a copy of the advertisement and/or notice. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Name the women and minority contractor organizations, community organizations, recruitment resources, and business assistance agencies that provided you assistance in identifying and recruiting women and minority employees and certified W/MBE firms for this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List the certified W/MBE firms, with the capability to perform the work, that you provided written notice in order to solicit their participation on the project. Please attach a copy of the written notice. If no contact was made with certified W/MBE firms, please list the reasons below. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Provide the follow-up steps you took to the initial solicitations of interest shown by certified W/MBE firms regarding this project? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Describe how you selected portions of the work to be performed by certified W/MBE firms in order to increase the likelihood that the W/MBE goal will be met on the project.

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7. Describe how you provided interested certified W/MBE firms with timely and adequate information about the plans, specifications and requirements of the contract?

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8. Did you assist certified W/MBE firms in responding to a solicitation? \_\_\_ YES \_\_\_ NO. If so, how did you assist? \_\_\_\_\_

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9. Did you negotiate in good faith with interested certified W/MBE firms? \_\_\_ YES \_\_\_ NO. If not, why not?

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10. Did you reject any certified W/MBE firms as unqualified without sound reasons(s) following a thorough investigation of their capabilities? \_\_\_ YES \_\_\_ NO. If so, please list those firms and state why you rejected them? \_\_\_\_\_

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11. Briefly describe other actions not listed above that you took to secure participation of certified W/MBE firms.

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**CONTRACTOR PARTICIPATION FORM**

**APPENDIX TWO**

**CITY OF MINNEAPOLIS**

**WOMEN, MINORITY AND SMALL BUSINESS UTILIZATION PLAN**

**PROPOSER'S NAME:**

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**ADDRESS:**

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**TELEPHONE NUMBER:**

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**CONTACT NAME:**

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**PROJECT NAME:**

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**RFP NUMBER:**

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**Each proposal shall be accompanied with this document. Proposers who fail to submit "Appendix Two" may be deemed non-responsive and their proposal may be rejected.**

1. What percent of the base proposal for this project will be supplied by certified Women/  
Minority  
and/or Small Businesses? \_\_\_\_\_%

Using the matrix below list the name of each certified women, minority or small business to be utilized on this project, the type of work to be performed and the proposed dollar amount of their contract. Using the categories below, please document the following information:

Date of Contact	Name of Women Minority or Small Business	Certification (WBE/MBE)	Person Contacted	Reason for Contact	Type of Work or Supplies	Contract/ Purchase Amount Result


This page may be photo copied for additional documentation of efforts.

- List the steps the Proposer will take to insure that certified Women, Minority and Small Businesses will be given an opportunity to participate on this project.

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- During the performance of this project, will the Proposer join with the City to support training programs or other efforts designed to help certified Women, Minority and Small Businesses? \_\_\_\_\_ Yes \_\_\_\_\_ No