

# Request for Proposals

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**City of Minneapolis**  
**Community Planning and Economic Development**

**Homeowner Counseling Administration**  
RFP 2015-79 Issue Date: April 6, 2016

**Proposals Due by: Friday, April 22, 2016 at 4:00pm**

April 4, 2016

To Whom It May Concern:

Attached is a Request for Proposal (RFP) for an agreement to engage the services of an organization that will provide the following:

- Maintenance of a homebuyer education and counseling, financial education and counseling and a foreclosure prevention counseling curriculum, as well as oversight services of the organizations providing those services.
- Work with the City to issue an RFP to identify counseling agencies to provide comprehensive homeownership counseling and financial education and counseling services.
- Serve as the central gathering point for specific data from counselors relating to persons seeking and utilizing all the various counseling services.

If your organization meets the qualifications and is available, please consider submitting a proposal for providing these services. Please review the RFP for details.

Proposals are due by 4:00 PM, April 22, 2016.

Thank you for your consideration.

Sincerely,

/s/ D. Craig Taylor

D. Craig Taylor  
Director

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**REQUEST FOR PROPOSALS  
FOR  
Homeowner Counseling and Outreach Services**

**I. INVITATION:**

The City of Minneapolis (hereinafter referred to as the City) makes this Request for Proposals (hereinafter referred to as the RFP) in order to select a qualified Contracting Firm (hereinafter referred to as the Contractor) for providing homeowner counseling and outreach services (hereinafter called the Services). The Project is generally described in the "Scope of Services" (Attachment B), contained within this RFP, including descriptions of roles, responsibilities and relationship of the Contractor, City, and other parties involved in the Project.

**II. PRE-PROPOSAL CONFERENCE:** The City does not anticipate holding a pre-proposal conference. If the City later decides to hold a conference, the time and location of that conference will be posted on the City's website.

**III. PROPOSAL DUE DATE and LOCATION:** The Contractor shall submit **six (6) copies** of their proposals to the City of Minneapolis Procurement Office, labeled:

City of Minneapolis - Procurement  
Request for Proposals for: Homeownership Counseling Administration  
Homeowner Counseling and Outreach Services  
330 2<sup>nd</sup> Avenue South, Suite 552  
Minneapolis, MN 55401

The submittal shall be made at or before **4:00 P.M. (Minneapolis Time), April 22, 2016.**

NOTE: Late Proposals may not be accepted.

**IV. PROPOSAL FORMAT:** The Contractor shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified in Section V – "EVALUATION OF PROPOSALS".

To allow for easier comparison of proposals during evaluation, proposals should contain the following sections and appendices and be arranged in consecutive order.

1. Executive Summary - The Executive Summary should include a clear statement of the Contractor's understanding of the RFP including a brief summary of the Scope of Work. Include, at a minimum, an outline of the contents of the proposal, an identification of the proposed project team, a description of the responsibilities of the project team, and a summary of the proposed services.
2. Scope of Services - Describe in detail how services will be provided. Include a detailed listing and description of tasks and deliverables.
3. Experience and Capacity - Describe background and related experience demonstrating ability to provide required services. Indicate if company expansion is required to provide service. Include in your response the number of years of experience in providing services and provide specific information about your organization's experience developing counseling curriculum.
  - a. What direct experience do you have in the development of a curriculum for counseling as identified under "a" above?
  - b. Will you need to expand your current staffing to provide these services and if so, what is any impact might this have on your charges to the City?
  - c. Is there any other experience and capacity information you think the City should know that may affect the final selection concerning your organization?

4. References - List references that can provide speak to your organization's experience and capacity to perform the scope of services identified on Attachment B. Please include the name of the contact person, name and address of the organization, along with a telephone number. Also include a brief description of the services you provided that involved this organization.
5. Personnel Listing - Show involved individuals with resumes and specific applicable experience. Sub-Contractors should also be listed, including the identification of any that are certified in the City of Minneapolis Small & Underutilized Business Program.
6. Cost/Fees – This agreement may involve the administration and oversight of four types of services, (1) pre-purchase counseling services, (2) foreclosure prevention counseling services, (3) coordination of services, curriculum development, and/or other support services to the network of financial counseling agencies in the City, and (4) serving as the central data repository for all the counseling data.
  - a. Please specify whether you are proposing to charge by the hour or as a total fee for service.
  - b. If you are choosing to charge by the hour, please state what the hourly fee will be.
  - c. If you will be charging a fee for service, specify the amount and frequency of your intended invoices.
  - d. If any of the above charges will change over the life of the contract, clearly specify any proposed changes.
7. Company Financial Information – Has your organization experienced any financial problems or issues over the past three (3) years that could impact your ability to provide the services identified in this RFP? If yes, provide the timeframe of these events, a description of what occurred, and the current disposition of those events.
8. Grant-funded Services - Provide a copy of the most recent audit report and management letter.

**V. EVALUATION OF PROPOSALS – SELECTION OF CONTRACTOR:** Proposals will be reviewed by an Evaluation Panel made up of representatives of the City of Minneapolis, Department of Community Planning and Economic Development, with the possible involvement of a representative of the City Attorney's Office, and other City staff assistance as they might require. If multiple RFP responses are determined to be qualified to provide these services, the Evaluation Panel may select a "short list" of qualified Contractors who will be formally interviewed as part of the final selection, as deemed necessary by the City. Evaluations will be based on the required criteria listed in Section IV "PROPOSAL FORMAT", and the following:

- a. Quality, thoroughness, and clarity of proposal.
- b. Qualifications and experience of staff and organization (includes a review of references).
- c. How well the Scope of Services offered meets department objectives.
- d. Financial responsibility and capacity of organization, including whether or not the organization, any affiliates, subsidiaries, officers or directors have filed for federal bankruptcy protection within seven years of the date of this RFP.
- e. Organization and management approach and involvement for the successful implementation of these services.
- f. Small & Underutilized Business participation.
- g. Cost of services proposed.
- h. Insurance coverage as defined for the services.

If deemed appropriate or necessary, a formal Presentation/Interview will be requested of the "short list" of Contractors. Specifically, the City requests that the Contractor's Project Manager assigned to the proposed project team lead the Presentation and that actual members of the

project team (including any sub-Contractors) participate in the formal presentation/interview.

The Evaluation Panel will schedule and arrange for the presentations and the Presentation/Interview of the “short listed” Contractor’s will consist of the following elements:

1. Discussion of the Contractor’s approach to providing services for this Project based upon the Scope of Services described herein.
2. Overview of the Contractor’s experience as related to the Scope of Services, including qualifications and experience of assigned staff.

**VI. SCHEDULE:** The following is a listing of key Proposal and Project milestones:

RFP Release	April 6, 2016
Questions on RFP Due by	April 11, 2016
Responses to Questions posted by	April 15, 2016
Proposals due by	4:00 PM, April 22, 2016
Estimated Contractor selection	May 3, 2016
Estimated services start date	June 1, 2016
Estimated services end date	June 1, 2017 (up to 2 years extension possible)

**VII. CONTRACT:** The contracting parties will be the City of and the Contractor selected to provide the services as described in this RFP. The selected proposal, along with the RFP and any counter proposal(s) will be incorporated into a formal agreement after negotiations. It is the intent of the City to award a single contract for a term of one year with the option to extend the contract, on an annual basis, at the sole discretion of the City, for up to two (2) additional years. If extended, the contract will be amended annually to identify the available funds that will be administered and to formally identify the amount of compensation that will be provided to the selected Contractor.

**VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Contractor’s primary interface with the City will be with the Contract Manager who will act as the City’s designated representative for the Project. All questions or inquiries must be presented in writing by regular mail or email to:

Contract Manager: Mark S. Anderson  
City of Minneapolis  
105 5<sup>th</sup> Avenue South, Suite 200  
Minneapolis, MN  
Email address: mark.anderson@minneapolismn.gov

All questions are due no later than **3:00 p.m. April 11, 2016**. Responses to all questions will be posted by **April 15, 2016** on City’s RFP website at:  
<http://www.minneapolismn.gov/finance/procurement/rfp>

The Contract Manager is the only individual who can be contacted regarding the Project before proposals are submitted. The Contract Manager cannot vary the terms of the RFP.

**IX. REJECTION OF PROPOSALS:** The City reserves the right to reject any or all Contractors on the basis of the proposals submitted.

**X. ADDENDUM TO THE RFP:** If any addendum is issued for this RFP, it will be posted on the City of Minneapolis web site at <http://www.minneapolismn.gov/finance/procurement/rfp>  
The City reserves the right to cancel or amend the RFP at any time.

## ATTACHMENT A

### RFP Terms & Conditions

#### General Conditions for Request For Proposals (RFP)

(Revised: May, 2015)

The General Conditions are terms and conditions that the City expects all of its Consultants to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in the Proposal. The Consultant may suggest alternative language to any section at the time it submits its response to this RFP. Some negotiation is possible to accommodate the Contractor'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 the Request for Proposal, or the respondent's reply based on the component prices submitted.

#### 2. Equal Opportunity Statement

The Contractor agrees to comply with applicable provisions of applicable federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Contractor. Among the federal, state and city statutes and ordinances to which the Contractor shall be subject under the terms of this Contract include, without limitation, Minnesota Statutes, section 181.59 and Chapter 363A, Minneapolis Code of Ordinances Chapter 139, 42 U.S.C Section 2000e, et. seq. (Title VII of the Civil Rights Act of 1964), 29 U.S.C Sections 621-624 (the Age Discrimination in Employment Act), 42 U.S.C Sections 12101-12213 (the Americans with Disability Act or ADA), 29 U.S.C Section 206(d) (the Equal Pay Act), 8 U.S.C Section 1324 (the Immigration Reform and Control Act of 1986) and all regulations and policies promulgated to enforce these laws. The Contractor shall have submitted and had an "affirmative action plan" approved by the City prior to entering into a Contract.

#### 3. 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.

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 current ACORD Form. A thirty (30) day 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, or the Contractor will assume full liability of the subcontractors.

The Contractor and its subcontractors 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 \$2,000,000 general aggregate, \$2,000,000 products - completed operations \$2,000,000 personal and

advertising injury, \$100,000 each occurrence fire damage and \$10,000 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. The amount of coverage will be automatically increased if the project amount is expected to exceed \$2,000,000 or involves potentially high risk activity.

- c) **Commercial Automobile Liability** insurance covering all owned, non-owned and hired automobiles with limits of at least \$1,000,000 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 subcontractors and 2) the negligence or failure to render a professional service by the Contractor or its subcontractors. The insurance policy should provide coverage in the amount of \$2,000,000 each claim and \$2,000,000 annual aggregate. The insurance policy must provide the protection stated for two years after completion of the work.
- e) **Network Security and Privacy Liability** for the duration of this agreement providing coverage for, but not limited to, Technology and Internet Errors & Omissions, Security and Privacy Liability, and Media Liability. Insurance will provide coverage against claims that arise from the disclosure of private information from files including but not limited to: 1) Intentional, fraudulent or criminal acts of the Contractor, its agents or employees. 2) Breach of the City's private data, whether electronic or otherwise. The insurance policy should provide minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If written on a Claims-Made basis, the policy must remain in continuous effect for at least 3 years after the service is provided or include a 3 year extended reporting period.

#### 4. **Hold Harmless**

The Contractor will defend, indemnify and hold harmless the City and its officers and employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses, including court costs and reasonable attorney's fees regardless of the Contractor's insurance coverage, arising directly from any negligent act or omission of the Contractor, its employees, agents, by any sub-contractor or sub-Contractor, and by any employees of the sub-contractors and sub-Contractors of the Contractor, in the performance of work and delivery of services provided by or through this Contract or by reason of the failure of the Contractor to perform, in any respect, any of its obligations under this Contract.

The City will defend, indemnify and hold harmless the Contractor and its employees from all liabilities, claims, damages, costs, judgments, lawsuits and expenses including court costs and reasonable attorney's fees arising directly from the negligent acts and omissions of the City by reason of the failure of the City to perform its obligations under this Contract. The provisions of the Minnesota Statutes, Chapter 466 shall apply to any tort claims brought against the City as a result of this Contract.

Except as provided in section # 13, neither party will be responsible for or be required to defend any consequential, indirect or punitive damage claims brought against the other party.

#### 5. **Subcontracting**

Unless otherwise specified in the contract, the Contractor shall provide written notice to the City and obtain the City's authorization to sub-contract any work or services to be provided to the City pursuant to this Contract. As required by Minnesota Statutes, Section 471.425, the Contractor shall pay all subcontractors for subcontractor's undisputed, completed work, within ten (10) days after the Contractor has received payment from the City.

#### 6. **Assignment or 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. The

Contractor shall not subcontract any services under this Contract without prior written approval of the City Department Contract Manager designated herein.

**7. General Compliance**

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

**8. 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 Contract. If action to correct such substandard performance is not taken by the Contractor within a reasonable period of time to cure such substantial performance 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.

**9. Prior Uncured Defaults**

Pursuant to Section 18.115 of the City's Code of Ordinances, the City may not contract with persons or entities that have defaulted under a previous contract or agreement with the City and have failed to cure the default.

**10. Independent Contractor**

Nothing contained in this Contract 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 work and/or 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 subcontractors 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 to be rendered or provided herein, shall be the sole obligation and responsibility of the Contractor.

**11. Accounting Standards**

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

**12. Retention of Records**

The Contractor shall retain all records pertinent to expenditures incurred under this Contract in a legible form for a period of six years commencing after the later of contract close-out or resolution of all audit findings. Records for non-expendable property acquired with funds under this Contract shall be retained for six years after final disposition of such property.

**13. Data Practices**

The Contractor agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all other applicable state and federal laws relating to data privacy or confidentiality. The Contractor and any of the Contractor's sub-Contractors or sub-contractors retained to provide services under this Contract shall comply with the Act and be subject to penalties for non-compliance as though they were a "governmental entity." The Contractor must immediately report to the City any requests from third parties for information

relating to this Contract. 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 Contractor(s). At that time, the proposals and their contents become public data under the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and as such are open for public review.

**14. Inspection of Records**

Pursuant to Minnesota Statutes, Section 16C.05, all Contractor records with respect to any matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor, or their designees upon notice, 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.

**15. Living Wage Ordinance**

The Contractor may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)" ([http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_255695.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_255695.pdf)), Chapter 38 of the City's Code of Ordinances (the "Ordinance"). Unless otherwise exempt from the ordinance as provided in Section 38.40 (c), any City contract for services valued at \$100,000 or more or any City financial assistance or subsidy valued at \$100,000 or more will be subject to the Ordinance's requirement that the Contractor and its subcontractors pay their employees a "living wage" as defined and provided for in the Ordinance.

**16. 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.

**17. 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 (only for Contracts awarded using RFP).

**18. Travel**

If travel by the Contractor is allowable and approved for this Contract, then Contractor travel expenses shall be reimbursed in accordance with the City's [Contractor Travel Reimbursement Conditions](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf) (<http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/wcms1p-096175.pdf>).

**19. Billboard Advertising**

City Code of Ordinance 544.120, prohibits the use of City and City-derived funds to pay for billboard advertising as a part of a City project or undertaking.

**20. Conflict of Interest/Code of Ethics**

Pursuant to Section 15.250 of the City's Code of Ordinances, both the City and the Contractor are required to comply with the City's Code of Ethics. Chapter 15 of the Code of Ordinances requires City officials and the Contractor to avoid any situation that may give rise to a "conflict of interest." A "conflict of interest" will arise if Contractor represents any other party or other client whose interests are adverse to the interests of the City.

As it applies to the Contractor, the City's Code of Ethics will also apply to the Contractor in its role as an "interested person" since Contractor has a direct financial interest in this Agreement. The City's Code of Ethics prevents "interested persons" from giving certain gifts to employees and elected officials.

**21. Termination, Default and Remedies**

The City may cancel this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Contractor may terminate this Contract upon sixty (60) days' written notice if either party fails to fulfill its obligations under the Contract in a proper and timely manner, or otherwise violates the terms of this Contract. The non-defaulting party shall have the right to terminate this Contract, if the default has not been cured after ten (10) days' written notice or such other reasonable time period to cure the default 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 Contract 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. The Contractor has not waived any rights or defenses in seeking any amounts withheld by the City or any damages due the Contractor.

**22. 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 the City's payment for and final approval of the final report or upon payment and request by the City at any time before then. The City at its own risk, may use, extend, or enlarge any

document produced under this Contract without the consent, permission of, or further compensation to the Contractor.

**23. Intellectual Property**

All Work produced by the Contractor under this Contract is classified as “work for hire” and upon payment by the City to the Contractor will be the exclusive property of the City and will be surrendered to the City immediately upon completion, expiration, or cancellation of this Contract. “Work” covered includes all reports, notes, studies, photographs, designs, drawings, specifications, materials, tapes or other media and any databases established to store or retain the Work. The Contractor may retain a copy of the work for its files in order to engage in future consultation with the City and to satisfy professional records retention standards. The Contractor represents and warrants that the Work does not and will not infringe upon any intellectual property rights of other persons or entities.

Each party acknowledges and agrees that each party is the sole and exclusive owner of all right, title, and interest in and to its services, products, software, source and object code, specifications, designs, techniques, concepts, improvements, discoveries and inventions including all intellectual property rights thereto, including without limitations any modifications, improvements, or derivative works thereof, created prior to, or independently, during the terms of this Contract. This contract does not affect the ownership of each party’s pre-existing, intellectual property. Each party further acknowledges that it acquires no rights under this Contract to the other party’s pre-existing intellectual property, other than any limited right explicitly granted in this Contract.

**24. Equal Benefits Ordinance**

Minneapolis Code of Ordinances, Section 18.200, relating to equal benefits for domestic partners, applies to each Contractor and subcontractor with 21 or more employees that enters into a “contract”, as defined by the ordinance that exceeds \$100,000. The categories to which the ordinance applies are personal services; the sale or purchase of supplies, materials, equipment or the rental thereof; and the construction, alteration, repair or maintenance of personal property. The categories to which the ordinance does not apply include real property and development contracts.

Please be aware that if a “contract”, as defined by the ordinance, initially does not exceed \$100,000, but is later modified so the Contract does exceed \$100,000, the ordinance will then apply to the Contract. A complete text of the ordinance is available at:

[http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert\\_261694.pdf](http://www.minneapolismn.gov/www/groups/public/@finance/documents/webcontent/convert_261694.pdf)

It is the Contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

**25. City Ownership and Use of Data**

The City has adopted an Open Data Policy (“Policy”). The City owns all Data Sets as part of its compliance with this Policy. Data Sets means statistical or factual information: (a) contained in structural data sets; and (b) regularly created or maintained by or on behalf of the City or a City department which supports or contributes to the delivery of services, programs, and functions. The City shall not only retain ownership of all City Data Sets, but also all information or data created through the City’s use of the software and /or software applications licensed by the Contractor (or any subcontractor of sub-Contractor of the Contractor) to the City.

The City shall also retain the right to publish all data, information and Data Sets independently of this Contract with the Contractor and any of Contractor’s subcontractors or sub-Contractors involved in providing the Services, using whatever means the City deems appropriate.

The City shall have the right to access all data, regardless of which party created the content and for whatever purpose it was created. The Contractor shall provide bulk extracts that meet the public release criteria for use in and within an open data solution. The Contractor shall permit and allow free access to City information and Data Sets by using a method that is automatic and repeatable. The Data Sets shall permit classification at the field level in order to exclude certain data.

**26. Audit Requirements for Cloud-Based Storage of City Data**

If the Contractor's services include the storage of City data using a cloud based solution, then the Contractor agrees to secure the data as though it were "private data" as defined in Minnesota Statutes, Chapter 13. The Contractor shall provide the City with the annual copy of the Federal Standards for the Statement on Standards for Attestation Engagements (SSAE) No. 16 or the International Standard on Assurance Engagements (ISAE) No. 3402. The Contractor agrees to provide a .pdf copy to the City's Contract Manager, upon the Contractor's receipt of the audit results.

**27. Small & Underutilized Business Program (SUBP) Requirements**

The City of Minneapolis policy is to provide equal opportunities to all businesses, with an effort to redress discrimination in the City's marketplace and in public contracting against Minority-Owned Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs). The SUBP requirements detailed in the Minneapolis Code of Ordinances Chapter 423.50 applies to any professional or technical Service contract in excess of \$100,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities and availability of qualified MBEs/WBEs.

There are no SUBP goals on this RFP. However, if there are subcontracting opportunities later identified, Contractor shall inform the Contract Manager to obtain authorization as stated under #6 of the Terms and Conditions. Contractor shall take action to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts. To locate certified MBEs and WBEs under the Minnesota Uniform Certification Program (MnUCP), please visit <http://mnucp.metc.state.mn.us/> or contact [contractcompliance@minneapolismn.gov](mailto:contractcompliance@minneapolismn.gov).

## **ATTACHMENT B**

### **SCOPE OF SERVICES**

It is the intent of this document to outline a general description of the services required, and the agencies or other parties that will interact with the Contractor. While the contents of this document are considered representative of the services required, they are by no means conclusive.

- 1.** Provide a centralized approach to homeownership education and counseling and financial education and counseling to ensure that consumers have access to standardized, high quality services.
- 2.** Contract with and lead a network of homeownership and foreclosure prevention counseling agencies to provide these services to residents living in or seeking to move into the City of Minneapolis.
- 3.** Develop and maintain program models for homeownership education and counseling, financial education and counseling, and foreclosure prevention counseling.
- 4.** Create standards for the implementation of these programs conduct periodic monitoring visits of all counseling agencies.
- 5.** Develop and implement or maintain a program of certification training to ensure that all counselors providing services are appropriately trained and prepared.
- 6.** Provide technical assistance and program support to counseling agencies through a variety of mechanisms, including: job aids and fact sheets; periodic conference calls; and individual technical assistance sessions.
- 7.** Implement and maintain continuing education policies to ensure ongoing education. Provide continuing education courses.
- 8.** With the support and involvement of the City, issue a Request for Proposal for comprehensive financial education and counseling to help prospective homeowners, particularly households of color, become financially ready and qualified to purchase a home.
- 9.** Coordinate program reporting from counseling agencies, including agencies that may not be a part of the Contractor's network of counseling providers, to ensure a robust database of consumer and program related information. Create detailed program reports reflecting all activity. Review all data to determine whether program changes or technical assistance is warranted.
- 10.** Coordinate the sharing of best practices among counseling agencies.
- 11.** Coordinate alliances and program improvements with industry stakeholders and funders that are implemented through counseling agencies that benefit consumers.
- 12.** Serve as a referral hotline for consumers seeking services.