

Request for Proposals



City of Minneapolis
Neighborhood and Community Relations Department

Immigration Legal Services

RFP 2026-80 /Event #0000004320 Issue Date: September 23, 2026

Proposals due by: October 20, 2026 at 2:00pm (Minneapolis Time)

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REQUEST FOR PROPOSALS FOR IMMIGRATION LEGAL SERVICES

- I. INVITATION:** The City of Minneapolis (the City), through the Office of Immigrant and Refugee Affairs housed in the Neighborhood & Community Relations department, makes this Request for Proposals (the RFP) in order to select qualified Consulting Entities (the Consultants) to provide Immigration Legal Services (the Project). 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 Consultant, City, and other parties involved in the Project.
- II. PROPOSAL SUBMITTAL:** All proposals must be submitted electronically through the eSupplier Portal. If you are already a City Supplier, you should have received an email containing your eSupplier User ID and Password. If you do not remember your password, click on the “Forgot Password” tile to enter your User ID and a new password will be emailed to you. If you are not already a city supplier, click on the eSupplier link below and then click on the “Bidder/Payee Registration” tile to register. If you need further assistance with eSupplier, please send an email to eprocurement@minneapolismn.gov.

eSupplier Portal – Electronic Proposal Submission
<https://comet-fs.ci.minneapolis.mn.us/psc/supplier>

NOTE: Late Proposals will not be accepted.

- III. PROPOSAL FORMAT:** The Consultant shall provide the appropriate information in sufficient detail to show that the evaluation criteria has been satisfied as specified in the Section titled “EVALUATION OF PROPOSALS”.

To facilitate comparison of proposals during evaluation, proposals should contain the following sections and appendices, arranged in the following order.

1. **Cover Sheet** - Complete the proposal cover sheet (Attachment C), including contact information, Federal ID number, and DUNS number or Unique Entity Identifier UEI number (see <https://sam.gov/content/duns-uei> for more information and to obtain your UEI).
2. **Project Narrative** - The suggested length for the project narrative should be no more than ten (10) pages in 12-point font, single spaced, with one-inch margins. The proposal cover sheet will not be counted toward the page limit. Project narrative questions that should be answered within the ten-page project narrative are included as Attachment D - Project Narrative Questions, found at the end of the RFP.
3. **Budget Spreadsheet and Narrative** - Applicants should include a budget narrative. A budget narrative template is included in Attachment E - Budget Template. While

use of this budget template is optional, if you choose to use your own format, please make sure to include details requested in the template, including individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost.

IV. EVALUATION OF PROPOSALS – SELECTION OF CONSULTANT(S):

Proposals will be reviewed by an evaluation team made up of City of Minneapolis staff. Evaluation of proposals will be based on the required criteria listed in the Section titled Proposal Format and the following factors, listed in Attachment D – Project Narrative Questions:

- Consultant Overview --The consultant has clearly identified experience, expertise, and knowledge to successfully complete the work.
- Fiscal Responsibility --The consultant has clearly identified experience with successful grant management and fiscal responsibility and has tools in place to ensure project success.
- Project Plan --The organization clearly communicates a convincing plan to carry out the work and ensure project success and has identified areas and communities of significant need for immigration legal services in the City of Minneapolis

Additional evaluation considerations include:

- The quality, thoroughness, and clarity of proposal
- Organization’s capacity to provide services identified
- How well the experience/expertise of the consultant meets the project needs
- How the consultant demonstrates fiscal responsibility and tools to ensure project success.

At any time during proposal review process, relevant City of Minneapolis staff may contact an applicant consultant to obtain clarification, schedule an interview with consultant personnel, request a presentation on the proposed project to aid in the selection process, or for other items or information.

V. SCHEDULE: The following is a listing of key Proposal and Project milestones and duration:

RFP Release	9/23/2026
Pre-Proposal Conference	9/29/2026 at 12:00pm
Questions on RFP Due by	4:00 PM on 10/01/2026
Responses to Questions posted by	4:00 PM on 10/05/2026
Proposals due by	2:00 PM on 10/20/2026
Estimated Consultant selection	No later than 10/30/2026
Estimated services start date	1/1/2027
Estimated services end date	12/31/2027 (with possible extension)

- VI. PRE-PROPOSAL VIRTUAL MEETING:** An optional pre-proposal virtual meeting will be held on Tuesday, 9/29/2026 at 12:00 NOON for potential applicants.

[Join the meeting](#) (Meeting ID: [286 379 067 437 672] Passcode: [Mf2eY7KQ])

or call in (audio only) at [[+1 612-276-6670](tel:+16122766670)],[275582408#](tel:+16122766670)] (phone conference ID: [275 582 408#]).

We encourage you to call in a few minutes early to ensure you are connected on time.

- VII. CONTRACT AND PARTIES:** The contracting parties will be the City of Minneapolis and the Consultants selected to provide the services as described herein. The selected proposals, along with the RFP and any counter proposal, will be incorporated into a formal agreement after negotiations. It is the intent of the City to award multiple contracts for an initial term of one (1) year with possibility to extend for a total possible term of three (3) years, with any extension contingent upon the availability of funding within the City of Minneapolis budget.

- VIII. DEPARTMENT CONTACT/REQUESTS FOR CLARIFICATION:** The Consultant's primary interface with the City will be with the Contract Manager who will act as the City's designated representative for the Project. Prospective responders shall direct inquiries/questions *in writing only* to the following individual.

Contract Manager:

Michelle Rivero, Director, Office of Immigrant and Refugee Affairs,
Neighborhood & Community Relations Department

Michelle.Rivero@minneapolismn.gov

Please indicate **2027 Immigration Legal Services RFP** in the subject line of your communication.

Responses to the questions will be posted to the current event in the eSupplier Portal – Contracting Opportunities.

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 does not promise to accept the lowest cost proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Consultant, to reject any provisions in any proposal, to obtain new proposals, to negotiate the requested services and contract terms with any Consultant, or to proceed to do the work otherwise. Incomplete proposals and proposals not sufficiently detailed or not in acceptable form may be rejected by the City.

- X. ADDENDUM TO THE RFP:** If any addendum is issued for the RFP, it will be posted as an attachment to the current event. The City reserves the right to cancel or amend the RFP

at any time.

- XI. DATA PRACTICES:** Data you provide in response to this RFP will be subject to the Minnesota Government Data Practices Act and may be available to the public. Minn. Stat. 13.591 classifies Business Data and subdivision 3 specifically addresses data submitted in response to an RFP. If you are submitting specific data which you believe meets the definition of trade secret data as defined in Minn. Stat. 13.37, please indicate this on the documents containing the data. The City may ask you to establish that the data meets all of the conditions set forth in Minn. Stat. 13.37, subdivision 1(b).

ATTACHMENT A

City of Minneapolis Terms and Conditions for Professional Services Contracts Over \$175,000 (Revised: May 6, 2026) - NCR Immigration Legal Services RFP

The General Conditions are terms and conditions that the City expects its Contractors and Consultants (“Contractor”) to meet. The Contractor agrees to be bound by these requirements unless otherwise noted in any Proposal to which these terms are attached. Some negotiation is possible to accommodate the Contractor’s suggestions.

1. General Compliance

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

2. Equal Opportunity Statement

The Contractor agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights of and non-discrimination in the application for and employment of applicants, employees, subcontractors and suppliers of the Contractor. 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), 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. Anti-Discrimination Statement

The Contractor agrees to comply with applicable provisions of federal, state and city regulations, statutes and ordinances pertaining to the civil rights and non-discrimination in any provision of services contracted for under this Contract, such that the contracted services are provided without discrimination based on race, color, creed, religion, ancestry, national origin, sex, sexual orientation, familial status, gender identity, disability, age, marital status, status with regard to a public assistance program, housing status, justice-impacted status, height and weight, or any combination thereof.

4. Compliance with Web Content Accessibility Guidelines

The Contractor agrees that web content and mobile applications created pursuant to this Contract shall be compliant with the requirements and standards of the Americans with Disabilities Act and the Web Content Accessibility Guidelines Version 2.1, Level AA unless a legal exception or exemption applies.

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.

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 City does not represent that the insurance requirements are sufficient to protect the Contractor's interests or provide adequate coverage. Evidence of coverage is to be provided on a current ACORD Form, Insurance Declaration. 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 sub-contractors, if sub-contracting is allowable under this Contract, to comply with these provisions.

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, \$300,000 each occurrence 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. 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 the expiration of the contract.
- e) **Cyber 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 not public 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 not public 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 provide an extended reporting period and have a retroactive date that on or before the date of this Contract or the date Contractor commences work, whichever is earlier.

6. Indemnity and 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-consultant, and by any employees of the sub-contractors and sub-consultants 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. If a Contractor is a self-insured agency of the State of Minnesota, the terms and conditions of Minnesota Statutes, section 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.

7. Subcontracting

The Contractor shall not sub-consult or sub-contract any services under this Contract unless authorized in writing by the City. 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.

8. 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 which will not be withheld or delayed unreasonably.

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

10. Prior Uncured Defaults

Pursuant to Section 18.110 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.

11. 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, by or 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.

12. 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.

13. Retention of Records

Pursuant to Minnesota Statutes, Section 138.17 and Section 15.17, 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.

14. 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. 18 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.

15. 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 requirements of Minnesota Statutes, Section 13.05, subdivision 11 apply to companies or individuals who perform under a government contract.

The Contractor and any of the Contractor's sub-consultants 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 its employees harmless from any claims resulting from the Contractor's unlawful disclosure or use of data protected under state and federal laws. The Contractor's duty to comply with Minn. Stat. Chap. 13 and all other applicable federal and state laws relating to the protection of data will continue past the expiration of this contract. The requirements of this paragraph shall apply regardless of the location of the data.

16. Cardholder Data and Security Standards

Should the Contractor collect revenue on behalf of the City through the acceptance of credit cards offered by cardholders to pay for services offered under the terms of this Contract, then Contractor represents and acknowledges that the Contractor will comply with Payment Card Industry (PCI) regulatory standards including the Data Security Standards (DSS). Contractor represents that it will protect cardholder data. Contractor will be annually certified as a PCI compliant service provider and agrees to provide evidence of said certification to the City upon request. Contractor agrees at reasonable times to provide to the City or to its assigns, the audit rights contained herein for all physical locations, systems or networks that process credit cards on behalf of the City. Contractor also agrees to provide written notice to the City of any breach of a system owned, operated or maintained by the Contractor that contains cardholder data or information.

17. Inspection of Records

Pursuant to Minnesota Statutes, Section 16C.05, all books, records, documents and accounting procedures and practices of the Contractor with respect to the matters covered by this Contract shall be made available to the City and the State of Minnesota, Office of the State Auditor or Legislative Auditor, as appropriate, 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.

18. Living Wage Ordinance

The Contractor may be required to comply with the "[Minneapolis Living Wage and Responsible Public Spending Ordinance](#)" 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.

19. Applicable Law

The laws of the State of Minnesota shall govern all interpretations of this Contract without regard to conflict of law rules, 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.

20. Conflict and Priority

If the Contract was awarded by RFP and 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.

21. 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](#).

22. 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.

23. Termination, Default and Remedies

The City may terminate this Contract for any reason without cause upon thirty (30) days' written notice. Both the City and the Contractor may terminate this Contract 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. The City reserves the right to terminate this Contract without penalty, effective immediately, if circumstances arise which prevent the City from commencing or continuing the Contract, or if it is determined that the City was fraudulently induced to enter into the Contract. In such a situation, the City will issue a written notice to "stop work" and demand the Contractor mitigate any Contract-related expenses.

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

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.

24. Ownership of Materials

Unless otherwise expressly provided by the Contract, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from this Contract, including summaries of data and derived data, 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.

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.

25. 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 upon demand 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 of the contract, 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.

26. City Open Data Policy

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) created by the Contractor and 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-consultant 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-consultants 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.

27. Artificial Intelligence Technology Use

- i. **Definitions.** For the purposes of this Section: "AI Tool" means [any and all machine learning, deep learning, and other artificial intelligence ("AI") technologies, including statistical learning algorithms, models (including large language models), neural networks, and other AI technology or methodologies, all software implementations of any of the foregoing, and related hardware or equipment capable of generating various types of content (including text, images, video, audio, or computer code) based on user-supplied prompts.
- ii. **Disclosure on Use of AI tools.** Contractor must notify the City of any work product, as defined by the scope of services in this agreement, which was created in whole or in-part by the use of AI tools.

- iii. **Prohibition on Use or Input of Privileged, Confidential and Not-Public Data into an AI tool.** Except with the express written approval by the City or pursuant to express terms of this agreement, Contractor will not, and will not permit any Person to, input or use any privileged or confidential and not-public data, pursuant to the Minnesota Government Data Practices Act, into any AI tool, including:
 - (i) to develop, train, retrain, tune, validate, modify, update, or otherwise improve any AI Tool; or
 - (ii) in prompts for any AI Tool.
- iv. **Use of AI Features and AI Contractor Output.** Contractor is solely responsible for:
 - (a) evaluating suitability of AI tools for delivering on scope of services in this agreement ;
 - (b) Contractor’s use and operation of the AI tools in accordance with relevant standards, including ensuring human oversight and monitoring; (c) evaluating (including by human review) AI Tool output for accuracy, completeness, lawfulness (including for trademark and copyright violation), and other factors relevant to Contractor’s use before delivering work to the City; and (d) Contractor’s decisions, actions, and omissions in reliance or based on the use of any AI Tool.

28. Equal Benefits Ordinance

[Minneapolis Code of Ordinances, Section 18.180](#), 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 \$175,000. 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 \$175,000, but is later modified so the Contract does exceed \$175,000, the ordinance will then apply to the Contract. It is the Contractor’s and subcontractor’s responsibility to review and understand the requirements and applicability of this ordinance.

29. Small & Underutilized Business Program (SUBP) Requirements

I. Overview

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, as detailed in the Minneapolis Code of Ordinances Chapter 423.40, applies to contracts in excess of \$175,000. SUBP goals are set on contracts based on project scope, subcontracting opportunities, and availability of qualified MBEs/WBEs.

II. SUBP Goals

There are no SUBP goals on this contract. However, if there are subcontracting opportunities, Contractor is encouraged to afford MBEs and WBEs full and fair opportunities to compete on this contract and resulting subcontracts.

III. Certified MBEs/WBEs

The SUBP only recognizes MBEs/WBEs certified through the Central Certification Program (CERT). To locate certified MBEs/WBEs, please visit the [CERT online directory](#).

30. Miscellaneous Provisions

1. **Successors and Assigns** – This Contract shall be binding upon and inure to the benefit of the successors and assigns of the City and of the Contractor.
2. **Severability** – If any provision of this Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been included.
3. **No Partnership or Joint Venture** – Neither the City nor the Contractor is an agent, partner, or joint venturer of the other for any purpose or has any authority to bind the other.
4. **No Third-Party Beneficiaries** – This Contract does not create any third-party beneficiary rights in any individual or entity that is not a party to this Contract.
5. **Waiver** – Failure to enforce any provision of this Contract does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Contract at any time.
6. **Amendments** – This Contract may only be modified or changed by written amendment signed by authorized representatives of the City and the Contractor.
7. **Electronic Signatures and Counterparts** – This Contract may be executed in counterparts, each of which has the effect of an original. An electronic signature will be deemed an original signature.
8. **Entirety of Contract** – This Contract and the Attachments/Exhibits thereto, constitute the entire and exclusive Contract of the parties.

ATTACHMENT B

SCOPE OF SERVICES

The intent of this document is to provide a general description of the Project, the extent of services required, the relationship of this Project to other work, and the agencies or other parties that may interact with the Consultant. The contents of this document are considered representative of the Project as a whole but are by no means an exhaustive summary of all activities contemplated or that may be undertaken under the Project.

A. Background: In 2017, the Minneapolis City Council approved creation of the Office of Immigrant and Refugee Affairs, an office housed within the Department of Neighborhood and Community Relations (NCR). The Minneapolis Office of Immigrant and Refugee Affairs (OIRA) is dedicated to ensuring that city residents born outside the United States are able to achieve lives of safety, dignity, and opportunity in the City of Minneapolis.

In conjunction with establishment of OIRA, the City first allocated funding to facilitate city resident access to high-quality, free immigration legal services in 2017. Facilitating the acquisition of secure or more secure immigration status for low-income persons in need of legal representation has been identified as one way to increase and improve the safety and welfare of immigrant and refugee city residents and their families. The immigration legal service initiative is managed by OIRA within NCR.

B. Purpose of this RFP: The purpose of this RFP is to identify qualified consultants to deliver immigration legal information and services to low-income Minneapolis residents, including brief consultation and full legal representation. This RFP contemplates proposal of service delivery models, including in-person and virtual, that ensure that Minneapolis residents receive timely and high-quality legal information and services, including screening, brief service, and full representation. Selected consultants must be qualified to offer immigration legal representation services and are expected to support efforts to develop strategies to expand systemwide capacity in the delivery of immigration legal services to Minneapolis residents, including in collaboration with multisectoral and multijurisdictional partners engaged in immigrant and refugee inclusion initiatives as described further below.

C. Project overview: Immigration services constitute an essential need, as critical as access to food and shelter. Lack of secure immigration status directly impacts safety and well-being. Lack of secure immigration status can prevent an individual from being free from detention, obtaining employment, accessing public services, and may deter individuals from seeking resources even where those resources are not dependent upon immigration status. Immigration instability in society today has profound and long-lasting impacts on many aspects of a person's life and the lives of their family members and loved ones. People needing immigration services may need such

assistance urgently. Immigration and immigration status are recognized as social determinants of health.

As the city's immigrant and refugee population becomes increasingly dynamic, and as intersections between immigration status, public safety, and access to benefits and opportunities continue to increase and become more acute, facilitating access to accurate immigration legal information and competent representation is more important than ever.

This project will:

- Facilitate resident access to accurate, timely and trustworthy immigration legal information regarding opportunities to achieve secure or more secure immigration status;
- Increase access to high-quality legal representation in immigration matters so that residents are able to take advantage of opportunities to obtain secure or more secure immigration status;
- Foster collaboration between immigration legal service providers and additional entities offering immigrant and refugee inclusion support services, including wraparound, navigator, (including engagement and communication services) and additional support services to residents.

D. Available funding and intended allocation caps and categories of services: Total available funding is \$396,478 for a period beginning January 1, 2027, and ending December 31, 2027. This is based upon anticipated funding for 2027 and may change depending on budget decision making. The ability to extend this period through annual renewals for a total three-year period to end December 31, 2029, and also depends upon allocation of funding within the City budget.

It is anticipated that no single organization will be allocated more than \$100,000 in funding, and that up to six applicants will be selected through this funding opportunity. Selected provider/s providers must be able to offer at least some of the services identified below and as detailed in Section E: Project Purpose:

Removal Defense and Related Services. Representation of indigent Minneapolis community members who are in immigration court (removal) proceedings, BIA appellate proceedings, or immigration related proceedings in federal court. Services may include but are not limited to:

- a. Representation of an individual in removal proceedings, whether detained or non-detained;
- b. Representation of an individual subject to removal in asylum only or withholding only proceedings
- c. Continued representation of an individual in affirmative immigration petitions or application once removal proceedings have been terminated;

- d. Representation of an individual seeking relief from a final order of removal issued by an Immigration Judge, Board of Immigration Appeals or officer in reinstatement proceedings including via motion to reopen or reconsider;
- e. Hosting and participating in “Know Your Rights” information sessions for individuals in immigration court proceedings;
- f. Brief services for individuals in removal proceedings, including change of venue or change of address.
- g. Habeas relief and other relief sought in federal court relating to underlying removal proceedings and immigration detention.

Immigration Legal Services. The provision of immigration legal information and affirmative legal representation for Minneapolis community members eligible for immigration benefits before United States Citizenship and Immigration Services (USCIS) and/or the Department of State (DOS). Services may include but are not limited to:

- a. Brief consultations and/or full representation in immigration matters including but not limited to: naturalization, DACA, Temporary Protected Status, asylum, US Permanent Residence, employment authorization, U/T visa for victims of crime and trafficking, reparole, special immigrant juvenile status, immediate relative petitions and preference relative petitions;
- b. Brief consultations and/or full representation on ancillary legal matters that have an immigration law component, including legal consultation or full representation for individuals interested in obtaining a driver’s license or state ID pursuant to the Minnesota Driver’s License for All law and assessment of public charge impacts in accessing benefits;
- c. Participation in in-person or virtual “Know Your Rights” information sessions hosted, co-hosted or planned in conjunction with the City of Minneapolis and/or City partners;
- d. Participation in additional forums, radio programs and additional information dissemination mechanisms hosted or co-hosted by the City of Minneapolis and/or City partners;
- e. Consultation and collaboration with multisectoral organizations including community-based organizations, schools, and other institutions that serve populations needing immigration legal services and/or that have or are exploring establishment of DOJ accredited representatives on site.

Existing activities, expansion activities and new activities will all be considered for this funding. The City reserves the right to negotiate with consultants selected for funding and to establish contracts at funding levels different from that requested by the consultant. The final amount of contracted funding is dependent upon availability of funds and additional factors.

Up to 15% of a project’s budget can be used for administrative/overhead expenses. These expenses include staffing costs for work not directly provided to the community (e.g. executive director or project manager time not spent on direct service), interpretation costs, costs to set up

information sessions including work with host sites, communications costs, and other administrative/overhead costs.

All funding provided for projects will be given as reimbursement for actual costs and expenses incurred in the conduct of the organization's project, and invoices may be submitted on a monthly or quarterly basis. All costs must be documented and accounted for by the organizations. Consultants receiving funding must be able to provide the City with evidence of staff time allocated to the project as well as receipts for purchases made with contract funds with each invoice.

A budget template is included as Attachment E - Budget Template. Use of the provided budget template is optional, and applicants may instead use their own format when submitting the required budget. Applicants must, however, ensure their proposed budget document includes the details requested in the template. This includes individual line items for each type of expense, calculations for requested amounts, and separate line items for each personnel cost.

E. Project Focus and Services

Project Focus: The focus of this project is to increase access to accurate, high-quality and timely immigration legal information and representation for low-income Minneapolis residents, including legal orientation and know your rights information, brief representation and full representation.

This project contemplates exploring intake models that will reduce barriers that residents currently experience in trying to obtain immigration legal assistance including through partnerships between immigration legal service providers and community-based organizations and additional entities focused on services, including navigator services to immigrant and refugee residents, to ensure that people who need immigration legal information and representation receive support through every step of the process and as quickly as possible.

Services: Consultants selected for funding will provide immigration legal outreach, information and legal representation services and/or will contract with and/or will employ and oversee individuals who will provide these services to low-income Minneapolis residents.

Providers are expected to employ or contract with attorneys in good standing, licensed in at least one state in the United States and experienced in immigration related matters. Providers are also expected to operate in alignment with welcoming policies as communicated by Neighborhood and Community Relations' Office of Immigrant and Refugee Affairs (OIRA).

Below is a representative sample of services that may be provided pursuant to this RFP. This is not an exhaustive list of services that may be provided.

- Offer legal services in removal (deportation) defense cases, including access to immigration advice, pro se materials, referrals, consultation and full representation in deportation defense cases including asylum, withholding and cancellation of removal cases and services on appeal to the Board of Immigration Appeals.
- Prepare Habeas Corpus petitions and petitions for additional relief in federal court relating to underlying removal proceedings and immigration detention.
- Provide affirmative immigration legal services to residents of the City of Minneapolis, which may include: legal advice, screening, referral, pro se assistance, full representation to Minneapolis residents in immigration matters including: asylum, naturalization, permanent residence, re-parole, deferred action, U visa, DACA, and critical-need cases including for trafficking survivors with particular focus on areas where there are current gaps in other sources of funding;
- Participate in and lead “Know Your Rights” information sessions on immigration and immigration-related topics including information session for newcomer residents of the City of Minneapolis;
- Participate in monthly in-person and virtual programming hosted or co-hosted by the City of Minneapolis focused on immigration related topics;
- Coordinate with the City of Minneapolis Office of Immigrant and Refugee Affairs to develop referral pathways for screening, legal consultations and full representation for city residents and identify process to track whether referred individuals are able to obtain services and, if so, what services are received;
- Collaborate with City for emergency and non-emergency immigration legal services that may call for an immediate clinic response or increased focused representation to offer legal advice, screening, referral, pro se assistance or full representation;
- Identify and/or strengthen collaborative partnerships (including through allocation of funding) focused on immigrant and refugee inclusion with community-based organizations and additional entities offering wraparound, case management, and/or navigator services.
- Explore opportunities to identify and collaborate with organizations having Department of Justice Accredited Representatives on staff;
- Complete all necessary documentation and reporting;
- Track hours worked, number of clients seen/cases addressed, and nationalities represented among client pool.

Selected providers will also:

- Support City of Minneapolis Office of Immigrant and Refugee Affairs and partner efforts to build collaborative relationships with other entities working to ensure universal access to immigration legal services, regardless of likelihood of success.
- Engage in regular meetings with OIRA staff to review case outcomes and provide regular reporting on participant engagement, services provided, challenges, success stories etc.

F. Program Guidelines

Direct immigration legal service organizations are expected to, at minimum:

- Employ or contract with an attorney/attorneys licensed to practice law in the United States, in good standing with their state bar, and with expertise in immigration law;
- Offer holistic legal representation, including representation across multiple forums (immigration court, BIA, federal court) as necessary for resolution of client's immigration matters;
- Apply best practices at all times in service delivery and program design;
- Offer high-quality, diligent, timely, culturally specific, trauma-informed, merits-agnostic (universal representation model) and person-centered representation in immigration cases, whether removal defense and/or affirmative representation;
- Stay up to date on, and regularly leverage, best practices in immigration legal services and civil legal aid;
- Utilize opportunities to improve representation quality through technical assistance and training;
- Collaborate with other immigration legal service organizations and other immigrant and refugee serving organizations through regular communication, engagement and partnership, including funded partnerships;
- Have sufficient staff capacity to continue high-quality client representation even following instances of staff departures;
- Use a case management system to ensure consistent collection of data to monitor performance, report progress and identify important trends that may inform technical assistance and program management.
- Ensure effective delivery of legal information and representation, including at intake stage, through use of language access tools and multiple communication formats to reach community members who may experience language and literacy challenges.

Deliverables documenting services provided will be developed with the successful applicant/s at the time of contracting.

G. Project Evaluation/Reporting: All recipients will be expected to participate in evaluation activities. All project recipients will be expected to provide basic summary and project output activity reports to NCR's Office of Immigrant and Refugee Affairs (OIRA) at the end of the reporting year using a template provided by OIRA.

The selected consultant/s will also provide regular performance reports, at least biannually. Reports will include qualitative and quantitative data as necessary to validate and certify the consultant's performance, including but not limited to:

- Number of individuals provided brief representation, country of nationality and type of legal matter addressed and outcome
- Number of individuals offered full legal representation, country of nationality and type of legal matter and outcome
- Number of informational events hosted or attended serving residents of the City of Minneapolis and number of individuals in attendance who received legal information or service;
- Number of individuals who were refused representation and reasons that representation was refused;
- For full representation cases, number of hours of actual representation provided;
- Total number and types of matters opened and closed during the project period pursuant to the contract;
- Examples of successes that demonstrate impact of project funding (example may include anecdotes of individuals who were able to successfully navigate the immigration process and obtain an immigration benefit.)
- Information regarding collaborations initiated or fostered with multisectoral partners during the project period focused on increased access to immigration legal services.

The selected consultant/s may also be asked to co-develop an evaluation plan and short-term measurable outcomes in partnership with NCR's Office of Immigrant and Refugee Affairs if their proposal is selected.

Selected consultant/s may also be asked to provide any relevant project documentation as appropriate and may also be asked to participate in interviews, focus groups, surveys or presentations to gather and provide information about project impact. Final requirements will be determined by NCR/OIRA for each recipient on a case-by-case basis dependent on the nature of the project.

Initial information regarding the selected recipient/s anticipated available measures, data cycles and outcomes are welcome but not required.

ATTACHMENT C PROPOSAL COVER SHEET

2027 Immigration Legal Services

Name of Applicant Consultant:

Consultant Address:

Consultant Telephone Number:

Consultant UEI #:

Consultant Federal Identification #:

Contact Person Name and Title:

Contact Person Telephone Number:

Contact Person Email address:

Proposal Checklist (please submit all documents as ONE PDF in the eSupplier system):

Cover Sheet

Project Narrative Questions (maximum 10 pages)

Attachment D - Budget and Narrative

ATTACHMENT D

PROJECT NARRATIVE QUESTIONS

Instructions:

- The project narrative can be up to, but no more than, **ten (10) pages** in 12-point font, single spaced, with one-inch margins. Please do not exceed 10 pages in your project narrative. The proposal cover sheet will **not** be counted toward the page limit.
- **Please submit all documents as ONE PDF when uploading to the eSupplier portal (note: financials may be separate if the file becomes too large).**
- Please ensure your project narrative addresses the following topics:

Consultant Overview - What makes you qualified to serve the community pursuant to this project? Please address the following in your response:

- Briefly describe your organization's mission, vision, history, impact, major program areas and years of relevant service. If there is a website for your organization, please provide a link.
- Share your organization's experience serving the needs of immigrant and refugee residents in Minneapolis/immigration legal service program experience including:
 - Types of immigration legal services your organization offers (please include application types handled), including information about services offered in immigration court (removal) proceedings, Board of Immigration Appeals (BIA), and in federal court;
 - An estimation of how many clients are served through your immigration legal services programming annually and within that number, an estimate of the percentage (%) of clients who have a connection to Minneapolis through residence, workplace, family relationship or place of study.
- Describe your immigration legal service program model including:
 - Intake process: including telephone, in person and virtual options. For phone intake process especially, please be sure to identify language capabilities;
 - Staff capacity: number of full-time staff attorneys, contract attorneys and Department of Justice (DOJ) accredited representatives dedicated to offering or supporting the delivery of immigration legal services and information, and number of support staff dedicated to immigration related programming. Please also share information about pro bono attorney services, if relevant, including number of pro bono attorneys and how they are supervised.

- General considerations in determining whether to accept a client for representation, whether for consultation, brief legal service or full representation. Please identify any efforts towards implementation of a universal representation model for individuals in removal proceedings.
- Language access: Please describe language access services that are utilized by your organization to facilitate the provision of legal information and legal services in languages other than English.
 - Please provide information about language abilities in languages other than English of in-house staff and any contracted service providers. How does your organization meet language needs for individuals who speak languages not spoken by your organization's staff or contract and pro bono providers including during the intake process?
- Please identify any relevant existing partnerships and referral pathways that your organization has with external organizations that work with or are led by immigrant and refugee communities. Example partner/collaborative entities may include but are not limited to organizations focused on civic engagement or advocacy, school systems, governmental entities (health department, counties), labor unions, health care institutions, and other nongovernmental organizations.
- Does your organization currently maintain supervisory relationships with any organizations staffed with DOJ accredited representatives? If so, please identify these organizations.
- Provide at least one example of how your organization was able to overcome challenges in representation of a client experiencing any of the following conditions: homelessness, disability, status as unaccompanied minor, serious health condition including mental health condition, illiteracy.

Fiscal Responsibility – What makes you equipped to do this work in a fiscally responsible way? In your response, please address the following:

- Describe your experience in managing funds from an external funder.
- Provide information about tools you have in place to ensure fiscal responsibility on a project like this. Please identify what backup documentation your organization typically provides as funds are spent, and any information you can share about controls in place to track spend down of funds.

Project plan, capacity, and reporting– Please share your project plan and how you will ensure project success. In your response, please address the following:

- Describe your existing or anticipated client intake process pursuant to this grant opportunity including virtual or remote options.

- Please provide an explanation of your anticipated activities (including outreach events, direct service, in person and virtual activities) pursuant to this grant opportunity, including activities that may benefit those who are new-to-country.
- Please describe any existing immigration legal service gaps that would or would not be addressed through this funding opportunity.
- Please describe your intended allocation of staff capacity towards delivery of services pursuant to this opportunity, including the number of full-time employees (FTEs) or equivalent that would be designated to provide legal and support services under this contract, specific roles of each staff member, languages spoken and degree to which newer attorneys and staff would be supervised by more senior attorney.
- Identify how many eligible clients you anticipate serving through your proposed program model and what types of immigration legal matters you anticipate addressing?
- Please provide an estimate of how many full-time legal staff (or their equivalent) it would take to serve all eligible clients.
- Describe your efforts to address capacity-related issues and any existing or anticipated partnerships with other service providers to support addressing existing capacity challenges.
- Please describe any intended collaborative efforts focused on the delivery of supplemental, wraparound or additional services or support to holistically address challenges faced by communities needing immigration legal services.
- Please identify how you would track impact of this program and how you intend to disaggregate data for individuals served by this specific funding opportunity.
- Please provide details regarding your process for complying with reporting requirements including sharing your staff capacity dedicated to monitoring progress towards meeting objectives and compiling mid-year and annual reports.

ATTACHMENT E

BUDGET TEMPLATE

2027 Immigration Legal Services Project Budget Template

Category	Description of cost	Amount (\$)
Program staff (must be at least 85% of budget ask)		
[#] FTE legal staff	Description (For example, immigration attorney managing caseloads of # of cases/including hourly or salary rate)	\$
[#] FTE support staff	Description (for example, paralegal or intake specialist, including hourly or salary rate)	\$
Total Personnel (# of FTE equivalent staff)		\$
Administration costs (no more than 15%)		
Administrative/overhead costs total	Description (Example: rent, utilities, printing costs, interpretation services, supplies, advertising, and other expenses—please briefly describe costs)	\$
Total amount requested		\$