



MINNEAPOLIS
PUBLIC SCHOOLS

Urban Education. Global Citizens.

**Request for Proposal (RFP) for
ESSER III Community Contracting Opportunities:
August Bridge Summer Programming 2024**

RFP: 24-17

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.

Minneapolis, Minnesota 55411-2533

LIBAN JAMA

Issued: January 29, 2024

TABLE OF CONTENTS

I. Overview

- a. Project Objective
- b. Eligibility Requirements
- c. Schedule of Proposal
- d. Submission of Written Questions
- e. RFP Information Session
- f. Evaluation and Selection Process
- g. Preparation of Proposal

II. Scope of Services

- a. Project Background
- b. ESSER III August Gap Programming Service Goals

III. Application Questions

- a. Project Overview
- b. Quality & Innovation
- c. Experience & Relationships
- d. Additional Context – Experience & Relationships
- e. Financial Questions and Project Budget
- f. Budget

IV. RFP Submission Instructions

IV. Required Attachments

- a. Financial Records
- b. Excel Budget

SECTION I: OVERVIEW

A. Project Objective

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide supplementary services, as outlined in this RFP, to students most affected by the COVID-19 pandemic in the Minneapolis Public School District.

MPS covers over 70 school programs at 65 sites, with approximately 35,000 students and 3,200 teaching staff within the City of Minneapolis, Minnesota. With authority granted by the state legislature, the school board makes policy, selects the superintendent, and oversees the district's budget, curriculum, personnel, and facilities.

The RFP intends to award contracts to applicants whose Proposal best meets the needs of the District, as determined by the District.

The American Rescue Plan (ARP) Act of 2021 authorized the third round of emergency coronavirus relief to schools across the country through the Elementary and Secondary School Emergency Relief (ESSER III) Fund. ESSER III includes an intentional focus on addressing academic losses students may have experienced due to COVID.

MPS has allocated \$2,499,999 of the total ESSER III district allocation to “Culturally Specific Community Contracts for Student/Family Support” with a specific focus on:

- Academic Programs Addressing Learning Loss
- Social-Emotional and Mental Health
- Community Collaboration and Partnership

In this RFP, MPS intends to select multiple organizations to provide summer bridge programming for students in grades prek-12 during August 2024 when District sponsored summer school is not in session. **Specifically, MPS is seeking proposals for culturally specific programming focused on school readiness, student wellbeing, and academic enrichment, occurring between August 1st - August 31st 2024.**

MPS buildings will not be available for programming. Organizations must coordinate their own space, transportation and meals if required or needed by the program. These costs can be written into the application budget.

MPS welcomes joint proposals from more than one organization. Joint proposals must name one lead organization that will serve as the fiscal agent and be responsible for commitments to all assurances, contract obligations, financial billing and reporting. Please list all organizations who will be taking part in the work in addition to the lead organization.

B. Eligibility Requirements

This RFP invites nonprofit and for-profit organizations and individuals to submit a proposal to provide August summer bridge programming that supports the needs of MPS students who have been most impacted by the COVID-19 pandemic.

All organizations must meet the following minimum eligibility criteria:

- Minnesota based organization.
- Programming primarily engages students from one or more of the following groups:
 - Students who qualify for free or reduced lunch
 - Students of color
 - American Indian students
 - English language learners
 - Students with disabilities
 - Students experiencing homelessness.
- Operate a minimum of 5 days of programming; minimum 22 student participants.
- Organization must be able to meet the criteria of an [MPS Contracted Community Partner](#) and commit to all required assurances
- Program must serve students in grades PreK-12

C. Schedule of Proposal

- | | |
|-----------------------------------|--|
| 1. RFP Released: | January 29, 2024 |
| 2. Applicant Information Session: | February 5, 2024, and February 9, 2024 |
| 3. Written Questions Due: | February 12, 2024 |
| 4. Responses to Questions: | February 16, 2024 |
| 5. Proposals Due: | February 26, 2024 |
| 6. Finalist Selection & notified: | April 1, 2024 |
| 7. Award bid -Selection: | April 10, 2024 |
| 8. District Approval: | May 07, 2024 |
| 9. Implementation: | August 5, 2024 |

E. RFP Information Session

The District will hold two virtual RFP information sessions on February 6, 2024 from 2:00-3:00 p.m. CST and February 9, 2024 from 9:30 – 10:30a.m. CST on Microsoft Teams. Links to the sessions can be found below:

February 5th, 2-3pm:

[Click here to join the meeting](#)

Meeting ID: 249 546 684 713

Passcode: YPrSxi

February 9th, 9:30-10:30:

[Click here to join the meeting](#)

Meeting ID: 263 905 096 022

Passcode: vtNMGV

MPS staff will provide an overview of the application and required attachments and leave time for questions and answers from potential applicants. This session will be recorded and posted online for those who are not able to attend.

A. Mandatory Intention to Submit Proposals

In order for your organization to receive updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete Appendix 1: Intention to Submit a Proposal by February 12, 2024. This document can be emailed to RFX@mpls.k12.mn.us. This will allow the District to provide timely information to interested parties. This document is a mandatory document.

B. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before February 12, 2024, to: RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than February 16, 2024. After February 16, 2024, no questions or inquiries will be allowed.

C. Changes to the RFP

Vendors who are registered with MPS for this RFP will be notified by email of any changes in the specifications contained in this RFP. If any changes are issued to this RFP, a good faith attempt will be made to deliver the additional information to those persons or firms who, according to the records of MPS, have previously received a copy of and are registered (on the Intent to Submit form) with the District for this RFP.

D. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered, and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. RFP must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the RFP must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The RFP narrative for Section III-IV may not exceed 50 pages total, not including appendices. **RFPs exceeding the 50 pages in Section III-IV will not be reviewed. There will be no exceptions.**
7. Some questions in this RFP will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If an applicant intends to include supplemental materials with responses to questions in Sections III and IV of the RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: Financial Records, etc.).
8. All appendix materials (e.g., sample letters, curricula, lesson plans, progress reports, academic effectiveness data, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services 1a). **Although there is no page limitation for the Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the RFP.**
9. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFPs should follow the order below:
 - a. Organization Information Cover Page (Provided in attached Appendix 2)
 - b. Table of Contents
 - c. Section III- General Business Information
 - d. Section IV- Project Scope
 - e. Appendix Materials
10. Additional circumstances that may lead to RFP not being reviewed and/or selected:
 - a. RFP was received after the deadline, which includes not on the deadline date but also after the deadline time.

- b. Applicant does not intend to complete criminal history checks on employees.
- c. Applicant's previous clients have significant complaints regarding the quality of the Title services, communication issues, or other problems.
- d. Any section of the RFP is missing or incomplete.
- e. The RFP does not meet length, font, or other formatting requirements.

E. Submission of Proposals

In order to be considered for selection, organizations must submit an electronic (.pdf) response to this solicitation no later than 2:00 p.m. on February 26, 2024. Late proposals shall not be accepted. Electronic (.pdf) responses should be submitted to: RFX@mpls.k12.mn.us

No other distribution of the proposal shall be made by the organization. It is the sole responsibility of the organization to assure that the proposal is delivered to the designated district office in Item H, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline.

F. Evaluation and Selection Process

1. The ESSER III Community Contract: Summer 2024 Evaluation Committee members will include, but not be limited to members of the following MPS departments:

- Engagement & External Relations
- Office of Black Student Achievement
- Department of Indian Education
- Equity & Integration
- Community Education
- Extended Learning
- Procurement

2. The Evaluation Committee will only consider proposals that meet the minimum eligibility requirements.

3. Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP. The official evaluation rubric can be found on the ESSER III contracting opportunities website.

4. Rubric scores and committee member recommendations will inform the creation of several potential funding scenarios. The final award decision will consider the committee recommendations, in addition to factors such as geographic and cultural communities served, numbers of youth and families served, budget considerations, etc.

SECTION II: SCOPE OF SERVICES

A. Project Background

The Minneapolis Public Schools is the third largest K-12 District in Minnesota. The District covers 70 school programs at 65 sites, with approximately 34,000 students and 3,200 teaching staff.

70 school programs include:

- K-5 Schools: 19
- K-8 Schools: 17
- Middle Schools (6-8): 5
- High Schools (9-12): 7
- Special Education Schools: 2
- Specialty Schools: 1
- District Alternative Schools: 4
- Contract Alternative Schools: 12

- ✓ Growth projection: Stable
- ✓ Superintendent: Lisa Sayles-Adams
- ✓ Chief Financial Officer: Ibrahima Diop
- ✓ Senior Academic Officer: Dr. Aimee Fearing
- ✓ Executive Director, Tyrize Cox
- ✓ Interim Director, Strategic Procurement and Contract Management, Girish Bhatnagar.

B. ESSER III August Gap Programming Service Goals

Minneapolis Public Schools offers MPS Summer Scholars Programming (often known as Summer School) to any public or charter school student who lives in Minneapolis during the summer months of June and July. While this offers a wide variety of enriching opportunities for students, it often leaves students and families with a lack of options for the month of August when schools are preparing for the return of teachers and the start of school in the fall.

This RFP seeks community partner applicants who can support MPS in providing summer bridge programming for the month of August to keep students engaged and ready for school in the fall.

Primary Components:

- Programs can serve students who attend non-MPS schools in Minneapolis but should prioritize MPS District students if possible.
- Programs must be free of cost to families.
- Programs must follow COVID-19 Health and Safety Best Practice Protocols as established by the MN Department of Health

Program Activities

The following types of activities and programs are not required, but are expressly allowed:

- Academic enrichment
- Cultural identity-building
- Athletics, sports and teambuilding
- Health and wellness
- Re-engaging disconnected youth
- STEM (Science, Technology, Engineering and Math) activities
- Arts (visual and performing arts, music, dance, theater)
- Civic engagement and youth leadership
- College, career and workforce readiness

Application Questions

Name of Organization:

Main Project Contact:

Main Project Contact Title:

Address:

Phone:

Is your organization a 501c3?

Are you the lead fiscal agent for a joint application?

If yes, what other organizations are applying with your organization?

Title of your program/service/project:

Summary of Request

Please provide a 2-3 sentence summary of your request

Total budget request:

PROJECT OVERVIEW (21 POINTS)

1. **Population:** How will you ensure your project serves the targeted population(s) most affected by COVID-19? Please describe the population(s) your project expects to serve, including how many youth and/or families you plan to serve overall, as well as specific school(s), grade level(s), or neighborhood(s), racial and/or ethnic group(s), youth who qualify for special education services, youth experiencing homelessness, etc.
2. **Project Description:** What are the proposed activities of your project? How does the project address educational disparities impacted by COVID-19?
3. **Project Plan – Community Input:** Have you collected input from youth, families, and/or community members to inform your project planning and design? What have you learned?
4. **Project Plan – Logistics:** Describe your project plan in more detail. How does this project plan take student and family needs into account (ex: project timing, project location, transportation, food, etc.)?
5. **Recruitment and Outreach Plan:** How will you make sure youth and/or families know about this opportunity? If you have limited availability, how will you select participants?

QUALITY & INNOVATION (15 POINTS)

6. **Expected Outcomes:** What do you expect to happen as a result of your project? How would you expect youth, families, and/or staff to describe their experience? To what extent do these outcomes align with community priorities and/or student needs?
7. **Feedback Loops:** How will you gather information about participant experience and/or outcomes? How will you share this information you gather with participants, families, and MPS?
8. **Plan for Continuous Improvement:** How will the information you gather inform future offerings after this summer? How will you continue to improve your services?
9. **Innovation:** What is new about your approach to this service? How will youth and families experience something different than other opportunities that currently exist?

EXPERIENCE & RELATIONSHIPS (18 POINTS)

- 10. Experience in the Community:** To what extent do you have experience serving a community with a high-concentration of poverty and/or BIPOC youth? How long has your organization provided these services to schools or youth?
- 11. Relationships with Youth:** Describe how your program engages young people. How does your program honor youth identities, culture, and/or language?
- 12. Representative Leadership:** Describe how your leadership and staff reflect the students and families you propose to serve. The point scale from the selection rubric for this question is below.

* 6 points if more than 50% of leadership (including Board of Directors and organizational management team) **and** more than 50% of staff represent the community this project intends to serve.

*4 points if one of the above is true (leadership or staff)

*2 points if representation of leadership or staff is between 25 and 50%

*0 points if representation in either leadership or staff is below 25%

ADDITIONAL CONTEXT – EXPERIENCE & RELATIONSHIPS

The following application questions will not be scored in the selection process, but provide MPS with helpful contextual information about your project proposal.

13. **Relationships with Community Leadership:** To what extent do you have experience working with existing community organizations and/or community leaders?
14. **Experience with MPS:** Have you ever provided these services to MPS schools? What has worked well? What are areas of growth or improvement that you seek to leverage with these funds?

FINANCIAL QUESTIONS & PROJECT BUDGET

1. Total budget request:
2. What is your organization's total operating budget for the current fiscal year?:
3. Please attach the following documents to your application:
 - A) Most recent board-approved Audit OR most recent board-approved Year-end Financials (if organization is not subject to an audit).
 - B) Current fiscal year organizational budget.
 - C) ESSER III Community Contracting Budget Template attached as (Exhibit A)

BUDGET

Please complete the excel budget template provided with this RFP. The document can be downloaded on the ESSERIII Community Contracting website.

In the budget template, specify the grant amount requested. Detail all necessary and reasonable expenditures anticipated during the project period that align with the project goals and activities.

- **Necessary** means it is important to the success of the project.
- **Reasonable** means you are paying fair market price for the item or services.

The budget narrative column must address the following:

- Provide sufficient narrative description for budget line-item entries.
- Please show how costs were calculated. Reviewers should be able to determine if the budget aligns with the project activities and primary purpose of the funding.

- Budget estimates for employee and proposed contractor services appear to correspond with reasonable approximations of the activities to be performed.
- Determine if the budget planned expenses appear necessary and reasonable for the success and purpose of the project.

Please list all budget items needed for the project. Your request may include staffing, materials, supplies, training fees, printing, etc. You may include links to specific items as needed.

Unallowable expenses:

Federal regulations restrict the ability to use ESSER dollars for “entertainment.” Entertainment is defined as expenses that are solely for the purpose of amusement and social activities, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized with prior written approval from MPS.

Please Note: Selected providers will be responsible for all purchases after contract award and budget approval.

APPENDIX 1 INTENTION TO SUBMIT A PROPOSAL

In order to provide timely updates to this Request for Proposal, including the responses to questions submitted, we ask that potential organizations complete the follow form and return it by email to Procurement at RFX@mpls.k12.mn.us.

Business Name:
RFP Point of Contact:
RFP Contact Email:
Physical Address:
Mailing Address:
Phone #
Fax #:
Diverse Organization?: If no, please select "None of the Above". If yes, please select which classification: <ul style="list-style-type: none">- Disadvantage Business Enterprise- GLBT- Veteran Owned- Woman Owned and Controlled- Minority Owned and Controlled- Service Disabled Veteran- Non Profit- None of the Above

Yes, we plan to submit a proposal to provide the request product/service. Please continue to provide updates to the individual named above.

No, we do not plan to submit a proposal.

Reason: _____

Organization Name (Print name): _____

Signature of Authorized Individual: _____

Printed Name of Authorized Individual: _____

Printed Title of Authorized Individual: _____

Date: _____

APPENDIX 2 Organization Information Cover Page

<u>Organization Information</u>
Name of Organization:
RFP Contact Person's Full Name and Title:
RFP Contact Person's Email Address:
RFP Contact Person's Phone Number:
Main Office Address:
Date (Month/Year) the organization was formed:

APPENDIX 3

MINNEAPOLIS PUBLIC SCHOOLS CONTRACT

CONTRACT FOR SERVICES

(\$25,000+)

Sample Contract-Do Not Complete

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and «CompanyName», "Contractor" (collectively "parties") to provide «ContractPurpose» to «ContractGroup».

1 **TERM OF CONTRACT**

- 1.1 This Contract is effective on «EffectiveDate» or the date of the last signature of the parties, whichever is later, and shall remain in effect until «OriginalExpirationDate», or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.
- 1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 **SCOPE OF WORK**

- 2.1 Contractor shall perform all of the services set forth herein and any exhibits attached hereto as Exhibit B ("Scope of Work"). Contractor understands that time is of the essence in this Contract and agrees to meet all milestones indicated in this section, in the Contract herein and any exhibits attached hereto.

3 **CONSIDERATION AND TERMS OF PAYMENT**

The consideration for all services (and goods if any) performed or supplied by Contractor under this Contract shall be paid by District as described below.

3.1 **Total Obligation.**

District's total obligation to Contractor under this Contract, including compensation for goods, services,

and reimbursable expenses, shall not exceed \$«ContractValue». Contractor shall not receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

3.2 Frequency of Invoicing and Terms of Payment.

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit C. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

3.3 Taxes.

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

3.4 Fund Availability; Federal Funds Contingency.

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

4 GENERAL TERMS AND CONDITIONS

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents

attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

7 DATA PRIVACY

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

8 OWNERSHIP OF MATERIAL

8.1 The Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Contract and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without prior written consent of the District.

9 USE OF DISTRICT NAME OR LOGO

9.1 Contractor agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the District or the name of any representative of the District in any sales promotion work or advertising, or any form of publicity, without the written permission of the District.

10 INDEPENDENT CONTRACTOR

10.1 Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Contractor shall pay when due all required employment taxes and income tax withholding, including all federal and state income tax on any monies paid pursuant to this Contract. Contractor acknowledges that Contractor and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise. Contractor shall have no authorization, express or implied, to bind District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.

10.2 Contractor shall hold District completely harmless from and against any such contributions, premiums and taxes described above and from all claims and liability pertaining to those or any other item for which Contractor is responsible under this Contract, and from all attorney's fees and other costs incurred by District in contesting or defending against any responsibility therefore which is asserted against District.

11 WORKER HEALTH, SAFETY AND TRAINING

11.1 Contractor shall be solely responsible for the health and safety of its employees and/or self in connection with the work performed under this Contract. Contractor shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection to this Contract. Contractor shall ensure all personnel, subagents and/or self are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the tasks performed under this Contract. Contractor shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

12.1 Contractor shall comply with all applicable requirements of the BCIS relating to employment including but not limited to confirming nationality for all employees and complying with requirements for employing aliens if appropriate.

13 INSURANCE

13.1 At all times during its performance under this Contract, Contractor shall obtain and keep in force comprehensive general liability insurance, including coverage for death, bodily or personal injury, property damage, liability and automobile coverages, with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District or at limits established for a municipal corporation by Minnesota Statute Section 466.04. All such certificates evidencing such insurance shall name District as additional insured. Contractor may meet the limits above \$1,000,000 per occurrence through umbrella or excess coverage.

13.2 Contractor represents that it has worker's compensation insurance to the extent required by law and agrees to furnish proof of such insurance for worker's compensation and the liability insurance, upon request. Contractor also represents that it has professional liability insurance with limits of not less than \$1,500,000 each claim and \$1,500,000 each occurrence covering claims that arise out of its acts and operations in providing services to the District, but shall not name the District as an additional insured to the coverage.

13.3 Contractor or its members shall also maintain property insurance coverage for the facility in which the program is located if it is not in a district building. Contractor and its members shall obtain and maintain insurance covering claims for the loss of or damage to its personal property that may be caused by students attending its programs.

13.4 Contractor shall provide all such certificates to District. Contractor shall not cancel or revise any insurance coverage required by this section during the term of this Contract, and shall require its insurer to mail the District a notice if the coverage is cancelled or revised.

14 INDEMNIFICATION

14.1 Contractor agrees to release, defend, indemnify, and hold harmless District, its board, officers, students, employees, and agents from all liability, injuries, claims, damages (including claims of bodily injury, property damage, or negligence), or loss, including costs, expenses, and attorneys' fees, which arise in connection with, in relation to, or as a result of Contractor's negligent acts or omissions or in connection with Contractor's breach of warranties. The foregoing agreement to release, defend, indemnify and hold harmless shall not apply to the extent such liability, injuries, claims, damages, or loss was caused by the intentional, willful, or wanton acts of District. Contractor shall not settle or compromise any claim in which the District has been named a party and for which Contractor must indemnify the District without a signed agreement approved by the District.

15 LIMITATION ON LIABILITY

15.1 In no event shall the District be liable for any indirect, consequential, incidental, lost profits or like expectancy damages arising out of the Contract. District's maximum obligation under this Contract shall not exceed the amount set forth herein.

16 CONFLICT OF INTEREST/CODE OF ETHICS

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and (iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

17 COMPLIANCE WITH LAWS AND DEBARMENT

17.1 Contractor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws and regulations, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. Contractor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. Contractor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Contractor shall be responsible for any costs incurred by District in connection therewith.

18 TERMINATION

18.1 The District and/or Contractor may terminate this Contract at any time without cause, upon thirty (30) days written notice to the other Party. In the event of such termination, Contractor shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by District in its sole discretion, for work or services satisfactorily performed. In no event shall Contractor be paid for work performed or costs incurred after termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.2 District may terminate this Contract in whole or in part for cause upon seven (7) days written notice if Contractor fails to comply with any material term or condition of this Contract, becomes insolvent or files for bankruptcy protection, or fails to comply in a material way with the requirements of this Contract. Late delivery of goods or services, or delivery of goods or services that are defective or do not conform to the Contract shall, without limitation, be causes allowing District to terminate for cause. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

18.3 Notwithstanding the above, Contractor shall not be relieved of liability to the District for damages sustained by the District as a result of any breach of this Contract by the contractor. The District, 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 District is determined. The rights or remedies provided here shall

not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

19 RETURN OF DATA

19.1 Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the District, Contractor shall return all documents, data and other information provided by the District to Contractor, or Contractor's employees or agents in connection with this Contract. Additionally, Contractor, upon the request of the District, shall destroy all copies of such District provided data, documents, or information in Contractor's possession or control, and provide District with proof of such destruction.

20 RECORDS MANAGEMENT AND MAINTENANCE

20.1 District shall have the right to inspect and copy such books, records, and documents (in whatever medium they exist) as well as all accounting procedures and practices of Contractor, its agents, and subcontractors to verify Contractor's performance and all expenses submitted pursuant to the terms of this Contract. Contractor shall make such items available for inspection during normal business hours at Contractor's place of business. Such records may be subject to copy, review and/or audit by District, State Auditor and/or the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

21 NOTICES/ADMINISTRATION

Except as otherwise provided in this Contract, all notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other parties at the address set forth below or to such other address as such party may designate by notice given pursuant to this section.

Special School District No. 1
«ContractGroupCO»
Attn: Dept. Manager First and Last Name
1250 W. Broadway Ave.
Minneapolis, MN 55411
Email:
Fax:

«CompanyNameVC»

Attn: _____

Address: _____

Email: _____

Fax: _____

22 ACKNOWLEDGMENT

22.1 In signing, Contractor certifies under penalties of perjury (see Section 6109 of the IRS Code for further penalties) that: (1) the taxpayer ID number (TIN) provided to District is correct; (2) it is not subject to backup withholding because (a) it is exempt from such withholding, (b) it has not been notified by the IRS that it is subject to backup withholding as a failure to report all interest or dividends, or (c) the IRS has notified it that it is no longer subject to backup withholding; (3) it is a U.S. person (including a U.S. resident alien); and (4) it has full authority to execute this Contract and perform its obligation under this Contract. Contractor must cross out and initial item (2) and notify District in writing, if Contractor has been notified by the IRS that it is currently subject to backup withholding because of under reporting interest or dividends on its tax return. Contractor must cross out item (3) above if it is not a U.S. person for tax purposes or U.S. resident alien.

22.2 Notwithstanding this certification, Contractor hereby acknowledges that District has the right to withhold amounts for federal backup withholding if such withholding is required by written notice from the Internal Revenue Service issued subsequent to the date this Contract is executed.

23 NON-WAIVER

23.1 No waiver by any party of any default or nonperformance shall be deemed a waiver of any subsequent default or nonperformance.

24 ASSIGNMENT

24.1 Contractor may not assign any obligations of this Contract without the prior written consent of District. In the event of any assignment, Contractor shall remain responsible for its performance and that of any assignee under this Contract. This Contract shall be binding upon Contractor, and its successors and assigns, if any. Any assignment attempted to be made in violation of this Contract shall be void. Notwithstanding any notice of assignment, District's tender of payment to Contractor named herein, or to any person reasonably believed by District to be entitled to payment, shall satisfy District's obligation to pay, and in no event shall District be obligated to pay twice or be liable for any damages due to failure to pay the correct party.

25 CHOICE OF LAW, FORUM SELECTION, ENTIRE CONTRACT AND AMENDMENT

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract

and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

26 WARRANTY

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from defects in material and workmanship; (ii) are of the quality, size and dimensions ordered; (iii) are fit for the particular needs and purposes of District as may be communicated to Contractor; (iv) comply with the highest warranties and representations expressed by Contractor orally or in any written document provided to or in the possession of District; (v) comply with all applicable laws, codes and regulations (including any published by any national or statewide association or groups); and (vi) are not restricted in any way by patents, copyrights, trade secrets, or any other rights of third parties. If any of the foregoing warranties are breached, Contractor agrees to correct all defects and nonconformities at Contractor's sole expense, to be liable for all direct damages suffered District and any other persons, and to defend, indemnify, and hold harmless District and its Board, officers, students, employees, and agents from any claim asserted by any person resulting in whole or in part from such breach. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

27 SEVERABILITY

27.1 If any provision of this Contract shall be invalid or unenforceable with respect to any party, the remainder of the Contract, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of the remainder of the Contract shall be valid and be enforceable to the fullest extent permitted by law.

28 SURVIVABILITY

28.1 The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by any of the parties hereunder shall so survive the completion of performance and termination of this Contract, including the making of any and all payments hereunder.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: «DistrictSigner» «DistrictSignerLast»
(Printed)

Title: _____

Date: _____

«CompanyNameSigBlock»

By: _____

Name: _____
(Printed)

Title: _____

Date: _____

EXHIBIT B: SCOPE OF WORK

Description of Services and Service Delivery

«Description»

Service Outcome

«DeliverablesOutcomes»

Method of Evaluation

«MethodOfEvaluation»

EXHIBIT C: PAYMENT TERMS

APPENDIX 4

Pricing Information

General Instructions

The organization's response must contain all prices PROVIDE A SPREADSHEET as defined on the attached Excel spreadsheet labeled "NAME OF DOCUMENT HERE" OR HAVE THE PROPOSER CREATE SPREADSHEET. Organizations choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another.

Describe detail your fee structure and additional costs, if any. The fee structure should include details how costs are calculated. Estimated costs should include but not limited to:

1. INSERT SAME FEE STRUCTURES FROM EARLIER ON IN THE RFP

Identify and describe any and all other fee-based related services that are available from your organization.

Provide complete details of your pricing methodology.

Are there any other costs MPS can anticipate that have not been identified in this RFP?