MINNEAPOLIS PUBLIC SCHOOLS

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Request for Proposal (RFP) for Title Services to Nonpublic Schools RFP: 26-05

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533
MPS Procurement
Issued: 11/19/2025

NOTICE: Pursuant to Minnesota Statutes, section 13.591, subdivision 3(b), once a government entity has completed negotiating a contract with the selected vendor, **all data submitted in response to an RFP become public** except for trade secret information as defined in section 13.37 subdivision 1(b). A statement claiming that submitted data is confidential, copyrighted or otherwise protected **does not** prevent public access to the data. **Do not include trade secret information unless absolutely necessary**. **If trade secret information is included, you must submit a detailed written explanation of how the submitted information meets the requirements specified in section 13.37, subdivision 1(b).** Please note that the final determination of whether submitted information qualifies as a trade secret, and is therefore exempt from disclosure, is at the sole discretion of the District.

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SECTION I: **OVERVIEW**

A. Project Objective

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide an Title Services to Nonpublic Schools.

Minneapolis Public Schools or Special School District Number 1 (SSD #1) is a school district that is coterminous with 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. Students speak ninety different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. The District covers over 70 school programs at 65 sites, with approximately 35,000 students and 3,200 teaching staff.

The District intends to select two or more organizations to provide the necessary Title Services to Nonpublic Schools To facilitate the submission and evaluation of proposals, this proposal provides additional background information regarding MPS that will be relevant to the proposal of the Title Services to Nonpublic Schools.

RFP Primary Objective 1: Gain a thorough understanding of the product capability in order to select, implement and operate Title Services to Nonpublic Schools that will meet the needs of the district for the next 3 years or more.

RFP Primary Objective 2: Gain a thorough understanding of the Title Services to Nonpublic Schools total proposed costs. Including but not limited to:

1. The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but are not limited to:
    a. Unit of service, fee for each proposed service
    b. Administrative rate and additional costs, if any
    c. Detail how costs are calculated (e.g., per student, student group size, hourly rate of pay for staff, etc.)
    d. Include the cost of a full-time equivalent (FTE) staff for each area of service proposed, the hours per week of service covered in a 1.0 FTE, and over what number of weeks during , including the year (e.g., 52, 40, 38, etc.)

2. Identify and describe any and all other fee-based related services that are available from your organization.
3. Provide complete details of your pricing methodology.

RFP Primary Objective 3: To select a vendor partner with a product strategy and product enhancement delivery/implementation history that will meet the District's needs (both for current use and future additional functionality) throughout the life of the service.

B. Schedule of Proposal

1.	Issue RFP:	11/19/2025
2.	Written Questions Due:	12/03/2025
3.	Intention to Submit:	12/03/2025
4.	Responses to Questions:	12/08/2025
5.	Proposals Due:	12/15/2025 2:00 PM

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6. Finalists Selected & notified: 12/19/2025
7. Finalist Presentations: 01/05/2026
8. Award bid – Selection: 01/14/2026
9. District Approval 02/10/2026
10. Implementation: 08/01/2026

C. 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 12/03/2025. This document can be emailed to RFX@mpls.k12.mn.us or brought to the Pre-Bid Conference. This will allow the District to provide timely information to interested parties. This document is a mandatory document, if this is not submitted in person or by email by 12/03/2025; the organization will not be able to participate in RFP 26-05 Title Services to Nonpublic Schools.

D. 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 12/03/2025 to: RFX@mpls.k12.mn.us. The district will provide written responses to questions from prospective Proposers no later than 12/08/2025 EOD.

E. 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.

F. 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. 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.).
5. The RFP narrative for Section III-IV may not exceed 50 pages total, not including appendices. **RFPs exceeding the** 50 pages total **in Section III-IV will not be reviewed. There will be no exceptions.**
6. 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: References, etc.).
7. 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

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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.**

8. 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
9. 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.

G. Submission of Proposals

In order to be considered for selection, organizations must email to RFx@mpls.k12.mn.us this solicitation no later than 2:00 p.m. on 12/15/2025. Late proposals shall not be accepted

H. Withdrawal of Proposals

A proposal may be withdrawn by the vendor prior to the date and time for submittal of proposals by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to RFX@mpls.k12.mn.us. This written request can be either electronic or a hard copy format.

I. Finalist's Presentation and Proof of Concept (POC)

The District's RFP Evaluation Committee will invite finalists to meet with the evaluation team the week of 01/05/2026. The District is requesting that all finalists provide product demonstrations and Proof of Concept. The Evaluation Committee will attend and score vendor demonstrations. This is a mandatory meeting for the finalists selected.

J. Evaluation and Selection Process

1. The Title Services to Nonpublic Schools Evaluation Committee members will include, but is not be limited to a minimum of one member from at least two departments to be named by the Academic Programs Department. Potential participating committee members from departments could include, but not be limited to:
    a. Academic Programs
    b. Procurement
2. Proposals, responses, presentations and references, and Proof of Concept if necessary will be included as the Evaluation Committee recommends a solution for the District. Upon approval from the authorized District signer on 02/10/2026, the District will then proceed

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with contract discussions with the selected vendor(s). The District has no liability to any vendor participating in this RFP process prior to when the authorized District signer signs a contract to that vendor.

3. Consensus on proposal selection will be determined by the Evaluation Committee reaching consensus on the selection. The Title Services Nonpub Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP.
4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service/product requirements, without regard to price. This evaluation may, at the Evaluation Committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The Evaluation Committee can contact references supplied in vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists.
5. The Evaluation Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Evaluation Committee will evaluate and score the vendor with regard to the scoring rubric that will be provided at the Pre-Bid Conference or no later than when the Responses to Questions are due.

K. Effective Period of Proposals

Proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the District have to accept or reject the proposal under the terms proposed). Such period shall not be less than 120 days from the proposal date.

L. Bid Reservations

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the organization(s) that best meet the requirements of the RFP, and not necessarily, to the lowest cost Proposer. Further, the District reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The District may consider, at its sole discretion, any alternative bid.

M. Notifications of Unsuccessful Vendors

The Evaluation Committee through the MPS procurement shall notify all Vendors after the Finalists' Presentations but no later than the award recommendation and approval to proceed being placed on the School Board agenda on 02/10/2026.

N. Contract Negotiations

Negotiations may include all aspects of services and fees. After a review of the proposals, and in-person presentations, the District intends to enter into contract negotiations with the selected organization(s). If a contract with the selected organization is not finalized within 90 days, the District reserves the right to open negotiations with the next ranked organization(s).

O. Award of Contract

The District reserves the right to award by Service Area or as a whole, whichever is deemed most advantageous to the District.

The selected firm(s) shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The District

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reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

P. Contract Term

It is the intent to award the contract(s) for an initial three year period with the option to renew it for two, one-year periods for a possible total contract term of five years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

Proposers must agree to fix contract fees for the first three years. If the organization intends to revise its fee schedule after the initial three -year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

Q. Disposition of and Public Access to Proposals

All materials submitted in response to this RFP will become the property of the District. Pursuant to section 13.591 subdivision 3(b) of the Minnesota Statutes, virtually all information submitted is considered public and may be disclosed to third parties. The exception to public disclosure is if the information submitted is considered trade secret information, as defined and classified by section 13.37 subdivision 1(b). Do not include trade secret information unless absolutely necessary. If trade secret information is included, you must submit a detailed written explanation of how the submitted information meets the requirements specified in section 13.37, subdivision 1(b). Please note that the final determination of whether submitted information qualifies as a trade secret, and is therefore exempt from disclosure, is at the sole discretion of the District.

R. Cost Incurred in Responding

This solicitation does not commit the District to pay any costs incurred in the preparation and submission of proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

S. Assignment

The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

T. Causes for Termination

Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the opinion of the District, would adversely affect its interest, or endanger the structure of the proposing organization such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement without cause on 90-days notice. The District may terminate the agreement with cause on 30 days notice.

SECTION II: SCOPE OF SERVICES

A. Project Background

This section begins with some background information on the Minneapolis Public School District and then discusses the overall expectations for the Title Services to Nonpublic Schools, as well as

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the district's specific needs. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered.

The Minneapolis Public Schools is the third largest K-12 District in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. 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
Senior Financial Officer: Ibrahima Diop
TOSA, Academic Programs: Amanda Mohan
Executive Director, Academic Programs: Courtney McCormick

Current Title Services for Nonpublic Schools Environment

1. The federal laws governing services to nonpublic schools requires public school districts to consult with nonpublic school administrators about the needs of their students and staff and preferences for service delivery prior to making decisions about how those services will be provided. To this end, MPS holds formal meetings a minimum of twice a year with nonpublic administrators, including individual meetings with each school, to review current services and determine needs for the following year. MPS also has on-going communication and consultation meetings with schools throughout the school year to monitor service implementation and make adjustments as needed. After holding the spring consultation meetings, MPS staff meet with providers to discuss the scope of needs at the schools, develop plans for services, and complete contracts for services for the following school year.

2. Currently MPS provides Title services to 17 schools in the Minneapolis area. Of those 18:
   a. 11 receive Title I services,
   b. 3 receive Title III services.
   c. 17 receive Title IV services.

3. Over the past three years, the overall combination of Title I, Title III, and Title IV budgets for supporting nonpublic school services has ranged from approximately $1,500,000 to $2,850,000 This funding covers all direct services and materials to support nonpublic Title I, Title III, and Title IV programs including third-party contracts, independent contracts, instructional materials, equipment, etc. In 2024, MPS contracted with third-party providers for approximately $2,600,000 for Title I, Title III, and Title IV services. Title budgets can vary from year to year because they are affected by decisions made at the federal, state, and local level regarding how these federal funds will be used. Of that amount, the average percent budget breakdown during that 3-year period is as follows:

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a. Title I: 85%
b. Title III: 4%
c. Title IV 11%

4. Title I Service Model: The size of the nonpublic school Title I programs range widely across the city, from having approximately 10 eligible students up to 355. Total eligible Title I students for the 2023-2024 school year was approximately 1,354. Due to available funding for each site, not all eligible students may receive services. MPS and the nonpublic schools, in consultation with providers, work together to identify the students most in need of services and develop programs to support those needs. MPS uses a range of services to provide Title I services to students, including third-party contractors and district employees. Services provided include academic instruction in reading and math as well as academic counseling and related behavioral supports and interventions.

5. Title III Service Model: Similar to Title I, the Title III programs have a wide range between the six schools, from 33 eligible students up to 201 students. Total eligible Title III students for the 2023-2024 school year was approximately 526. Due to available funding for each site, not all eligible students may receive services. MPS also uses third-party contractors, district employees, and independent contractors to provide Title III services to students who are English language learners. Services provided include academic instruction and interventions, 1:1 and small group instruction in English language acquisition, providing materials for assessment of English language proficiency as well as academic counseling and related behavioral supports and interventions.

6. Title IV Services Model: Title IV programs were competitive grant programs until shifting to block grants in SY 2019-20. Nonpublic title IV services focus on school-based counseling and mental health support through the program area of "Safe and Healthy Students." MPS and the nonpublic schools, in consultation with providers, work together to identify the students most in need of services and develop programs to support those needs; all nonpublic students are eligible to participate in Title IV programs. MPS uses a range of services to provide Title IV services to students, including third-party contractors and district employees.

There is a high level of interest among all user groups in a comprehensive Title Services to Nonpublic Schools with enhanced capabilities and functionality. The highest interest is in:

Service Area 1: Title I—Increasing academic achievement of disadvantaged students through instructional services/academic tutoring, support services, family involvement, and professional development for nonpublic schoolteachers serving Title I students. The purpose of Title I is to accelerate learning for students most at risk of not meeting high standards, as evidenced by increased success on classroom, grade level work, and standardized assessments.
Service Area 2: Title III—Increasing English language proficiency of English Language Learners. The purpose of Title III is to ensure limited English proficient (LEP)/English Learners (ELs) and immigrant students attain English proficiency in order to fully access the curriculum taught in English and improve academic achievement in the core academic subjects.
Service Area 3: Title IV—Increasing student success and achievement through providing access for nonpublic students to services like school-based mental health and counseling services.

Title Services to Nonpublic Schools Vision

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The key success factor for this selection and installation of a vended solution are:

a. MPS expects that success of the organization's program(s) will be based on, among other measures, the increase in participating students' scores on annual nonpublic school standardized assessments in reading and/or math and other progress monitoring measures identified through the nonpublic consultation process and contract negotiations with organizations.

b. MPS expects that success of the organization's Title I, III and IV program(s) will be determined by whether the service provider makes a statistically significant impact on increasing the academic achievement for students who are academically at risk.

c. MPS expects that success of the service provider's program will be determined at the sole discretion of MPS.

d. MPS expects that success of the service provider's program will be determined by both qualitative and quantitative means of data collection and analysis.

Title Services to Nonpublic Schools Stakeholders
Users of the Title Services to Nonpublic Schools include:

Currently MPS provides Title services to 17 schools in the Minneapolis area. Of those 18:
a. 11 receive Title I services,
b. 3 receive Title III services.
c. 17 receive Title IV services.

B. Title Services to Nonpublic Schools Product/Service Goals

Primary Components:
The proposed Title Services to Nonpublic Schools must include, but not limited to, the following components:

1. Title I—Academic Instructional Services
    a. Providing high quality instructional and/or related support services to Title I eligible nonpublic students.
    b. A description of how technology is used, if applicable, to provide academic instruction to students. Include a description of how the equipment and/or software are updated and maintained.
    c. Evaluation of the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of Title I eligible nonpublic students, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described.
    d. A model for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of Title I eligible nonpublic students.

2. Title I—Family Engagement
    a. A model for family engagement of parents/guardians of Title I eligible nonpublic students.
    b. A model of services your organization provides to families of students who are academically at-risk or are struggling with school.
3. Title III—English Language Learners

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a. Providing high quality instruction in English language acquisition services to Title III eligible students.
b. A description of how technology is used, if applicable, to provide English language instruction to students. Include a description of how the equipment and/or software are updated and maintained.
c. Evaluation of the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of Title III eligible nonpublic students, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described.
d. A model for family engagement of parents/guardians of Title III eligible nonpublic students, including how your organization would plan for and hold an annual Title III Parent Meeting.
e. A model for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of Title III eligible nonpublic students.

4. Title IV

a. Providing high quality services to nonpublic students to support increasing student success and achievement through providing access for nonpublic students to school-based mental health and counseling support.
b. A description of how technology is used, if applicable, to provide academic instruction to students. Include a description of how the equipment and/or software are updated and maintained.
c. Evaluation of the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of nonpublic students, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described.
d. A model for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of Title I eligible nonpublic students.

C. Academic Programs Organization

Academic Programs Department Structure

Academic Programs is under the Division of Academics where the vision is to challenge the status quo so all students can achieve at their greatest potential and be courageous, confident, and skilled for the next steps in their lives.

The Academic Programs Department itself is organized into 5 major departments reporting to Executive Director, Courtney McCormick:

- Counseling
- CTE
- Student Retention and Recovery
- College Programs
- Title

D. Description of Expected Services

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1. MPS expects the highest level of quality, professionalism, and results from the vendor and product and the development and implementation of services provided by them, including, but not limited to the following:
   a. Consultant shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
2. MPS expects that success of the vendors' performance and product will be determined at the sole discretion of MPS.
3. MPS expects that success of the consultant's performance and product will be determined by both qualitative and quantitative means of data collection and analysis.

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SECTION III: GENERAL BUSINESS INFORMATION

A. General Business Requirements

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.
2. Describe your organization's policy on changing the account manager on an account in the event MPS asks for a different representative or if it's at the discretion of the organization.
3. Do you have any existing or potential conflict of interest, direct or indirect, with MPS? If yes, please state the potential conflict of interest.
4. Within the past seven years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.
5. In the past seven years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
6. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
7. Provide 4 current (no more than three years old) K-12 preferred. If K-12 not available, provide non K-12 customer references. For each reference, provide the following information in a table format in Appendix A:

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Time period over which each service was completed	
List of services provided	
# of students served in the program	
Number of school buildings where services provided	
Estimated number of employees	

B. Qualifications and Experience

1. Describe the experience of your organization in providing Title Services to Nonpublic Schools for other school districts. If unable to provide for a school district, describe the experience for another company.
2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.
4. Describe your organization's most important success in the past 2 years as an organization.
5. Please list your top three (3) competitors and detail out where your organization has a competitive advantage over each.
6. What is your organization doing to stay competitive in the market?

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C. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your organization supports and demonstrates this MPS value in regards to Supplier Diversity and Employee Diversity.
2. Is your organization a certified, through a formal certification process from a Diverse Supplier organization i.e. MMSDC, WBENC, Quorum etc or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.
3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document please state that here; MPS will also accept a notarized letter of affidavit.
4. Does your company subcontract to Diverse Suppliers? If yes, please provide your annual spend with subcontracted Diverse Suppliers. Do you plan on using subcontracted Diverse Suppliers in the provision of the services specified in this RFP?
5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.
6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. I.e. Hybrid or Eco Friendly fleet, sustainable sourced moving supplies etc.

D. Business Ethics

1. How does your organization protect confidential employee and customer information in compliance with applicable privacy legislation?
2. Provide details of where all system processing will be performed and data stored, including information regarding your organization's data practices and procedures for ensuring confidentiality.
3. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to School Districts.

E. Service Level Expectations

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.
2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.
3. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.
4. State your staff turnover rate of staff area for the last three years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to Minneapolis Public Schools?
5. What turnover has your company experienced at the executive level over the last three years?
6. Please describe your structure for employee and organization relationship, i.e., how many account managers, project managers, technical engineers etc? Please include an organization chart to illustrate.
7. Who will be the main point of contact for MPS?
8. What are the hours of operation for your customer service and technical support?
9. A sample MPS contract is attached in Appendix 3. This contract is included to provide a sample of the level of service that will be required by MPS. MPS and the successful service

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provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:

a. What existing policies or suggestions does your organization have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service etc.)?
b. Explain, in detail, your complaint escalation process if the contract is in breach.

F. Fees and Costs

1. Describe detail your fee structure and additional costs, if any but utilizing the attached Pricing spreadsheet in Appendix 4- Confirm this is the pricing spreadsheet. The Appendix 4- Confirm this is the pricing spreadsheet table needs to be filled out and put into Appendix B. The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but not limited to:
   a. Unit of service, fee for each proposed service
   b. Administrative rate and additional costs, if any
   c. Detail how costs are calculated (e.g., per student, student group size, hourly rate of pay for staff, etc.)
   d. Include the cost of a full-time equivalent (FTE) staff for each area of service proposed, the hours per week of service covered in a 1.0 FTE, and over what number of weeks, including the year (e.g., 52, 40, 38, etc.)
2. Identify and describe any and all other fee-based related services that are available from your organization.
3. Provide complete details of your pricing methodology.
4. Are there any other costs MPS can anticipate that have not been identified in this RFP?

G. Reporting- this section should make sense with what is being sourced. I.e. If getting Pizza asking questions to see if reports can be pulled on all of the spend.

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage with the ability to sort and categorize information. Is your organization capable of providing the level of detail MPS requires, as described above? Please provide an example of this in the Appendix C.
2. Is your reporting information available via hard and digital copy formats?
3. Describe in detail your organization's capabilities to provide ad hoc reports?

H. Billing and Payment

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for Minneapolis Public School invoicing.
2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
3. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
4. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.
5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.

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6. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).

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SECTION IV: PROJECT SCOPE

A. BEGIN INSERTING BUSINESS SPECIFIC CATEGORIES (CREATE AS MANY AS NEEDED)

1. Title I—Academic Instructional Services

a. Provide a description of your proposed model for providing high quality instructional and/or related support services to Title I eligible nonpublic students.

b. Provide a description of how technology is used, if applicable, to provide academic instruction to students. Include a description of how the equipment and/or software are updated and maintained.

c. Provide a description of how you evaluate the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of Title I eligible nonpublic students, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described.

d. Provide a description for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of Title I eligible nonpublic students.

2. Title I—Family Engagement

a. Provide a description of the proposed model for family engagement of parents/guardians of Title I eligible nonpublic students.

b. Provide a description for how your organization would plan to provide one or more of the following activities:

i. communication with parents of each participating student about academic progress
ii. school-parent compacts
iii. newsletters
iv. parent and family engagement meeting(s)
v. parent and family training activities and materials
vi. home learning materials and activities
vii. other parent and family engagement activity (specify)

c. Provide a description of services your organization provides to families of students who are academically at-risk or are struggling with school.

3. Title III—English Language Learners

a. Provide a description of the proposed model for providing high quality instruction in English language acquisition services to Title III eligible students.

b. Provide a description of how technology is used to provide English language instruction to students. Include a description of how the equipment and/or software are updated and maintained.

c. Provide a description of how you evaluate the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of Title III eligible nonpublic students, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described. d. Provide a description of the proposed model for family

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engagement of parents/guardians of Title III eligible nonpublic students, including how your organization would plan for and hold an annual Title III Parent Meeting.
e. Provide a description for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of Title III eligible nonpublic students.

4. Title IV

a. Provide a description of your proposed model for providing high quality instructional and/or related support services to nonpublic students.
b. Provide a description of how you evaluate the effectiveness of the services provided. The description must include evidence or data demonstrating your organization's ability to effectively meet the needs of nonpublic students in Title IV programs, how teachers/staff make data-based decisions regarding student progress, types of information used to make decisions about services provided, and how decisions are made using the information described.
c. Provide a description of how technology is used, if applicable, to provide academic instruction to students. Include a description of how the equipment and/or software are updated and maintained.
d. Provide a description for how your organization communicates with district officials, families, and nonpublic school staff regarding student progress data of nonpublic students participating in Title IV programs.

5. Additional Required Information

a. All Title Services: i. Provide a description of the training provided to service providers in your organization and your methods for ensuring staff are able to provide quality instruction and other related services to students.

ii. Provide a description of your organization's plan for addressing teacher/staff illness and absences, providing substitute teachers, and communicating that information to the district and the nonpublic school(s).
iii. Organizations must describe the qualifications of their staff to provide academic instruction and/or academic counseling, and other services proposed in this RFP.
iv. Include information describing your experience with K-12 education, nonpublic schools and Title services.
v. Provide a description for how you will plan and be prepared to implement each service for which you are applying by the stated due date

B. Wrap up to Project Scope Information

1. The District's key objective is to get the best overall value, taking into account quality, cost, service, diversity, community involvement, sustainability and other relevant factors, for the services we intend to acquire. Because one of our objectives is to reduce our total cost of doing business, we ask you to summarize how you will help us accomplish this objective without compromising the overall value we receive from you.
2. Identify and describe any and all other related services or concepts that your organization is offering as part of this proposal.
3. Is there any further information or comments pertinent to this RFP that you wish to add?

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SECTION V: Appendix Requirements- ENSURE THAT ALL PAGES/SECTIONS AND INFORMATION IS CORRECTLY REFERENCED.

A. References: Please see section III. A. Question 8 for table

B. Pricing Information: Please fill in Appendix 4 table

C. MPS Reports: Please see section III. G. Question 1 for more information

D. Title Services to Nonpublic Schools Specific Reports: Please see section IV. F for more information

E. Service Level Expectations: Attach samples of service level agreements, contracts etc.

F. Additional Documents: Attach any additional documents needed that pertain to this RFP.

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SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal
2. Organization Information Cover Sheet
3. MPS Sample Contract
4. Cost Table

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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: - 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:_____

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Date:_____

APPENDIX 2
Organization Information Cover Page

Organization Information
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:

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APPENDIX 3
MINNEAPOLIS PUBLIC SCHOOLS CONTRACT

CONTRACT FOR SERVICES

($25,000+)

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 A ("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

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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 B. 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

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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.

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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.

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15 LIMITATION ON LIABILTY

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 contactor. The

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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 back up 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.

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Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: «DistrictSigner» «DistrictSignerLast»
(Printed)

Title:_____

Date: _____

«CompanyNameSigBlock»

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

Minneapolis Public Schools
1250 W. Broadway Ave
Minneapolis, MN 55411
RFX@mpls.k12.mn.us

EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

«Description»

Service Outcome

«DeliverablesOutcomes»

Method of Evaluation

«MethodOfEvaluation»

EXHIBIT B: PAYMENT TERMS

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APPENDIX 4
Pricing Information

General Instructions

The organization's response must contain all prices as defined on the attached Excel spreadsheet labeled "Title Services to Nonpublic Schools". 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:

a. Unit of service, fee for each proposed service
b. administrative rate and additional costs, if any
c. detail how costs are calculated (e.g., per student, student group size, hourly rate of pay for staff, etc.)

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?

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