MINNEAPOLIS
PUBLIC SCHOOLS

Request for Proposal (RFP) for Transportation Center – Fuel System Replacement RFP: 26-10

Minneapolis Public Schools - Special School District No. 1

MPS TRANSPORTATION CENTER
1001 2nd Avenue North
Minneapolis, Minnesota 55405
Issued: February 4, 2026



NOTICE: Pursuant to section 13.591 subdivision 3(b) of the Minnesota Statutes, after a government entity has completed negotiating a contract with the selected vendor, **all data in RFP responses are public** except for trade secret information as defined in section 13.37 subdivision 1(b). A statement that submitted data are copyrighted or otherwise protected does not prevent public access to the data.

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Minneapolis, MN 55411
RFX@mpls.k12.mn.us

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SECTION I: OVERVIEW

A. Project Objective

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to furnish and install a complete, new Fuel System, in its entirety, at MPS Transportation Center, 1001 2nd Ave N, Minneapolis, MN 55405. Includes removal and disposal of old fuel system which is beyond its useful life.

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 32,690 students and 3,285 teaching staff.

The District intends to select one organization to provide the necessary fuel system. 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 Fuel System.

RFP Primary Objective 1: Gain a thorough understanding of the product capability in order to select, implement and operate New Fuel System that will meet the needs of the district for the next 30 years or more.

RFP Primary Objective 2: Gain a thorough understanding of the New, Replacement Fuel System total proposed costs. Including but not limited to: Removal & disposal of old system, design, furnishing and installation of a complete new system in its entirety.

B. Schedule of Proposal

1.	Issue RFP:	February 4, 2026
2.	Intention to Submit & Conflict of Interest Form	February 11, 2026
3.	Pre-Bid Conference:	February 18, 2026
4.	Written Questions	February 20, 2026
5.	Responses to Questions:	February 25, 2026
6.	Proposals Due:	March 4, 2026
7.	Award bid – Selection:	March 6, 2026
8.	District Approval	April Board Meeting (April 14, 2026)
9.	Implementation:	Substantial Completion – August 31, 2026

C. Mandatory Intention to Submit Proposals

APPENDIX 1 (a) & Conflict of interest form APPENDIX 1 (b) are mandatory to submit. Failure to submit both will result in automatic disqualification from the RFP Process.

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 (a) Intention to Submit a Proposal by February 11, 2026 and Appendix 1 (b) Conflict of Interest. This document can be emailed to RFX@mpls.k12.mn.us and mauricio.ochoa@mpls.k12.mn.us. This will allow the District to provide timely information to interested parties. These documents are mandatory documents, if these are not submitted in person or by email by February 11, 2026; the organization will not be able to participate in RFP 26-10 Transportation Center Fuel System Replacement.

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 February 20, 2026 to: RFX@mpls.k12.mn.us and mauricio.ochoa@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than February 25th, 2026 EOD. After February 20, 2026, no questions or inquiries will be allowed.

E. Pre-Bid Conference

The District will hold a pre-bid conference in person at 8 a.m. Central Standard Time on the west side of the Transportation Building located at 1001 2nd Avenue North, Minneapolis, MN 55405 on February 18, 2026. Security staff or an MPS staff member will direct attendees to the meeting room. The District will answer any additional follow-up questions at this time. Any unauthorized contact with any other district official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer.

F. 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.

G. 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 should be double-spaced, with at least than one-inch margins. Font must be at least 12-point.
5. Each response to questions in Section III and IV of the RFP should 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 20 total, not including appendices. **RFPs exceeding the** 20 pages **in Section III-IV will not be reviewed.**
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: References, 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.**

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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.

H. Submission of Proposals

In order to be considered for selection, organizations must submit a signed electronic (.pdf) response to this solicitation no later than 2:00 p.m. on March 4, 2026. Late proposals shall not be accepted. Electronic copies must be submitted to: RFX@mpls.k12.mn.us and mauricio.ochoa@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.

I. 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 and mauricio.ochoa@mpls.k12.mn.us . This written request can be either electronic or a hard copy format.

J. Evaluation and Selection Process

1. The Transportation Fuel System Replacement Evaluation Committee members will include but is not limited to a minimum of one member from at least two departments to be named by Minneapolis Public Schools. Potential participating committee members from departments could include, but not be limited to:
    a. Planning, Design, & Construction (PDC)
    b. Fleet Maintenance
2. Proposals, responses, presentations and references will be included as the Evaluation Committee recommends a solution for the District. Upon approval from the authorized District signer, the District will then proceed with contract discussions with the selected

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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 Fuel System Replacement 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 a scoring rubric.

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 Procurement Department 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 April 14, 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 reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

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P. Contract Term

It is the intent to award the contract(s) for an initial 1-year period with the option to renew it for 2, one-year periods for a possible total contract term of 3 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 entire project. If the organization intends to revise its fee schedule after the initial 1 -year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only by notice within 90 days of the contract expiration date. 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 is trade secret information, as defined and classified in section 13.37 subdivision 1(b). Trade secret information should not be included in a response unless absolutely necessary.

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 with a 90-day notice. The District may terminate the agreement with cause with a 30-day notice.

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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 Transportation Center Fuel System Replacement, as well as 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 28,500 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: Dr. Lisa Sayles-Adams
Senior Operations Officer: Tom Parent
Director, Procurement and Supply Chain Mgt: Chris Boyce

<u>PDC Department Structure</u>

- ✓ The PDC department is responsible for all planning, design, & construction of facilities at MPS. This includes 70 buildings that have over 8.5 million square feet and over 400 acres of campus across Minneapolis.
- ✓ Annual budget for the department, along with Maintenance team, ranges from $90M to $120M per year.
- ✓ The PDC department is part of the Operations Division. The Division is led by Tom Parent as the Senior Officer.

B. Project Scope

The Project includes:

- Furnish and Install of two (2) 15,000 Gal Elutron Tanks for Gas and Diesel.
- Furnish and Install two (2) Tank Sumps, three (3) Dispenser sumps.
- Furnish and Install two (2) new submersibles.
- Furnish and Install three (3) new Islands.
- Furnish and Install New Piping to the New Islands from Tank Pad. Tank pad should be constructed so there is positive drainage away from manhole covers.
- Furnish and Install three (3) new dispensers with two (2) nozzles each.

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- Furnish and install a Tank Monitor – Veeder Root or similar approved by Owner.
- Furnish and Install Card Reader(s) as required – PetroVend or similar approved by Owner. Software should be compatible with MPS' Phoenix SQL system. Owner training must be provided.

The project includes removal and disposal of (3) existing tanks, existing above grade fuel equipment, and associated site work. The selected vendor will then create plans for installation of equipment described above. After approval from Owner, the selected vendor will furnish and install all aspects of the new system in its entirety, including but not limited to permits, required geotechnical reports, piping, electrical, site work, concrete slabs, manholes, reimbursable, and Owner training.

See appendices for additional requirements including required payment & performance bonds, wage rate requirements, affirmative action plan requirements, responsible contractor requirements, project labor agreement requirements, drug free workplace requirements, project meeting requirements, construction schedule requirements, and closeout requirements.

C. Project Timeline

Below is a broad overview of expected timeline. This timeline is subject to change as scope is refined and drawings are finalized.

March 2026 – Vendor Selected
April 2026 – Approval at Board Meeting
May 2026 – Order Equipment (12 weeks projected lead time)
August 2026 – Installation of new fuel System
August 31, 2026 – Substantial Completion

D. Description of Expected Services

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. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
3. Provide 2 current (no more than three years old) customer references. For each reference, provide the following information in a table format:

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Time period over which each project was completed	
List of products installed and operational	
# of students in the School District	
Number of school buildings	
Estimated number of employees	

B. 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. Who will be the main point of contact for MPS?
3. What are the hours of operation for your customer service and technical support?
4. 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 provider(s) will decide together on the final contract that will be used to manage their relationship.

C. Fees and Costs

1. Describe in detail your fee structure and additional costs, if any but utilizing an additional spreadsheet/document. The summary breakdown should clearly delineate initial costs vs ongoing costs (if any.)
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.

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SECTION V: Appendix Requirements-

A. References: Please see section III. A. Question 3 for table

B. Pricing Information: Please fill include an additional document that details initial and ongoing costs

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SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal & Conflict of Interest Certification
2. Organization Information Cover Page
3. MPS Sample Contract
4. Scoring Rubric
5. Additional Requirements
    a. Payment & Performance Bonds Requirements
    b. Wage Rate Requirements
    c. Affirmative Action Plan Requirements
    d. Responsible Contractor Requirements
    e. Project Labor Agreement Requirements
    f. Drug Free Workplace Requirements
    g. Project Meeting Requirements
    h. Construction Schedule Requirements
    i. Closeout Requirements
6. Project Labor Agreement

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APPENDIX 1 (a)
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: _____

Date: _____

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APPENDIX 1 (b)

Conflict of Interest Certification

As part of our commitment to maintaining the highest standards of integrity and transparency, Minneapolis Public Schools requires all suppliers to complete this Conflict-of-Interest Certification. This certification is essential to ensure that there are no conflicts of interest that could affect our business relationship.

Please answer the following questions truthfully and to the best of your knowledge:

1. **Financial Interests**
    a. Do you possess any financial interests in any organization that conducts business with Minneapolis Public Schools?
        i. Yes ☐ No ☐
    b. If yes, please provide details:

    _____

    _____

    _____

2. **Board Memberships and Positions**
    a. Do you serve on the board of directors or hold any other position in any external organization that may create a conflict with your duties to Minneapolis Public Schools?
        i. Yes ☐ No ☐

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b. If yes, please provide details:

_____

_____

_____

3. Family Relationships

a. Do you have any family members who are employed by or have financial interests in any organization that conducts business with Minneapolis Public Schools?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

4. Consulting and Advisory Roles

a. Do you or any of your family members serve as a consultant or advisor to any organization that conducts business with Minneapolis Public Schools?

b. If yes, please provide details:

_____

_____

_____

5. Employment History with Minneapolis Public Schools

a. Have you, or any of your employees, or immediate family members, been employed by Minneapolis Public Schools in the past?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

6. Ownership Interests

a. Do you or any of your family members own any shares or have any ownership interests in any organization that conducts business with Minneapolis Public Schools?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

7. Partnerships and Joint Ventures

a. Are you or any of your family members involved in any partnerships or joint ventures with any organization that conducts business with Minneapolis Public Schools?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

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8. Other Employment

a. Are you or any of your family members employed by any other organization that may have a business relationship with Minneapolis Public Schools?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

9. Subcontractors and Affiliates

a. Do you use any subcontractors or affiliates that may have a business relationship with Minneapolis Public Schools?

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

10. Non-Financial Interests

a. Do you have any non-financial interests (e.g., personal relationships, memberships in organizations) that could potentially influence your business dealings with Minneapolis Public Schools?

i. Yes ☐ No ☐

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b. If yes, please provide details:

_____

_____

_____

11. Previous Disclosures

a. Have you previously disclosed any conflicts of interest to Minneapolis Public Schools? If so, please provide an update on the status of those disclosures.

i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

12. Compliance with Policies

a. Are you aware of and in compliance with Minneapolis Public Schools conflict of interest policies and procedures?

i. Yes ☐ No ☐

b. If no, please explain:

_____

_____

_____

13. Other Potential Conflicts

a. Are you aware of any other situations that could create a conflict of interest with your duties to Minneapolis Public Schools?

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i. Yes ☐ No ☐

b. If yes, please provide details:

_____

_____

_____

By signing below, you certify that the information provided is accurate and complete to the best of your knowledge. You also confirm that you have disclosed any potential conflicts of interest, including but not limited to, any financial, familial, or other relationships with employees or officials of Minneapolis Public Schools.

Failure to provide accurate information or falsifying any details will result in the immediate termination of any existing relationship or agreement with Minneapolis Public Schools. Furthermore, the supplier will be liable to refund any payments made by Minneapolis Public Schools for any executed contractual agreements.

Additionally, you agree to notify the district promptly of any changes in the information provided or any new conflicts of interest that may arise during the term of your engagement with Minneapolis Public Schools.

By signing below, you acknowledge and agree to these terms.

Supplier Name:

_____

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Authorized Representative:

_____

Title:

_____

Signature:

_____

Date:

_____

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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

SAMPLE TEMPLATE

DO NOT FILL THE TEMPLATE

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 Click or tap here to enter text. "Contractor" (collectively "parties") to provide Click or tap here to enter text. to Click or tap here to enter text.

TERM OF CONTRACT

1.1 This Contract is effective on Click or tap here to enter text. or the date of the last signature of the parties, whichever is later, and shall remain in effect until Click or tap here to enter text. , 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.

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

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 Click or tap here to enter text. . 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 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 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.

7.2 Contractors that provide school-issued devices for student use and directly or indirectly create, receive, or maintain educational data incidental to performing their duties under this Contract shall also sign **Exhibit C** ("Student Data Privacy"). "School-issued devices," as used herein, refers to hardware or software that is provided to an individual student for that student's dedicated personal use, and includes devices issued through a one-to-one program.

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 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 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 Force Majeure

19.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest;

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Minneapolis, MN 55411
RFX@mpls.k12.mn.us

epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable.

19.2 In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement.

19.3 The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

20 RETURN OF DATA

20.1 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.

21 RECORDS MANAGEMENT AND MAINTENANCE

21.1 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.

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22 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

Division: Click or tap here to enter text.
Attn: Click or tap here to enter text.
1250 W Broadway
Minneapolis, MN 55411
Email: Click or tap here to enter text.

CONTRACTOR

Click or tap here to enter text.
Phone: Click or tap here to enter text.
Address: Click or tap here to enter text.
Email: Click or tap here to enter text.

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.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1

Signature:

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

Name: Click or tap here to enter text.

(Printed)

Title: Click or tap here to enter text.

Date: _____

CONTRACTOR NAME

Signature:

Name: Click or tap here to enter text.
(Printed)

Title: Click or tap here to enter text.

Date: _____

Exhibit A:

Deliverables:

Click or tap here to enter text.

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Service Outcome:

Click or tap here to enter text.

Method of Evaluation:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

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EXHIBIT C: STUDENT DATA PRIVACY

As used in this exhibit, the term "educational data" shall have the meaning ascribed to it under the Minnesota Government Data Practices Act ("MGDPA"), Minn. Stat. § 13.32 as amended.

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.

2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.

3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.

4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.

5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.

    a. The term "commercial purpose," does not include providing the specific services agreed upon in this Contract.

    b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor's site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.

6. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.

7. Contractor's employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.

8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.

9. Contractor shall abide with all the requirements and restrictions of Minn. Stat. § 13.32, as amended, that pertain to or address technology providers. Contractor shall be considered a "technology provider" for purposes of Section 13.32.

BY SIGNING BELOW, CONTRACTOR ACKNOWLEDGES AND AGREES THAT IT UNDERSTANDS THE TERMS OF THIS EXHIBIT, THAT THESE TERMS ARE PART OF ITS CONTRACT WITH THE DISTRICT, AND THAT IT AGREES TO BE BOUND BY AND ABIDE BY THESE TERMS.

[CONTRACTOR NAME]

Signature Name

Title Date

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Minneapolis, MN 55411
RFX@mpls.k12.mn.us

APPENDIX D - SCORING RUBRIC (RFP for Design Services)

The following rubric will be used to score the responses of the RFP. Please add any information in the Appendix of your response that would address the firm's ability to maximize the points in each category of the rubric.

Category	Detail	Points
Responsiveness	How well did the applicant's response address Section III: General Business Requirements?	___/10
Experience	Applicant's experience with similar projects at school districts and in Minnesota	___/10
Scope	How well does the bidder's description of the proposed work match with what is required by the District	___/30
Price	Pricing submitted in Response to Section III: Fees and Costs	___/40
Diverse Organization Designation	Does the design team include designated diverse organizations?	___/10

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ADDITIONAL REQUIREMENTS

A. Payment & Performance Bonds Requirements

Prior to executing the Contract, the Owner will require the selected vendor to secure and post a Labor and Materials Payment Bond and a Performance Bond, each in the amount of one hundred percent (100%) of the Contract Sum. All such bonds shall be issued by a Surety acceptable to the Owner, authorized to do business in the State of Minnesota, and rated "A" or better. The cost for all such bonds shall be included in the bid.

B. Wage Rate Requirements

The Contract is being financed in total or partially with State funds. Vendor shall meet the requirements of Minnesota Statues 177.41 through 177.43 and related Prevailing Wage Rates for Commercial Construction, which is commonly known as the Little Davis-Bacon Act.

It is the policy of the Board of Education that the wages of laborers, workers, and mechanics on projects financed in whole or part by School District funds be at least the minimum wage rates and fringe benefits as determined by the Minnesota Department of Labor and Industry. In addition to the certificates and other evidence of compliance which are required, it shall be required that the person or company representative submitting a bid for this contract shall certify in writing that they and their subcontractors shall comply with the prevailing wage provision of the Department of Labor.

C. Affirmative Action Plan Requirements

Persons/Firms who enter into contracts with the school district for construction projects or related materials and supplies for $100,000 and more will be required to provide a detailed Affirmative Action Plan and Company Safety Program.

The contractor should present an Affirmative Action Plan consistent to maximum extent feasible with the school district's affirmative action policies to the Owner. The district recommends goals as follows:

i. Subcontractors

a. Women Business Enterprise Participation (WBE) – 5% of Construction Cost
b. Minority Business Enterprise Participation (MBE) – 12% of Construction Cost

ii. Workers
a. Women (Skilled and Unskilled) – 20% of workforce
b. Minority (Skilled) – 8% of workforce
c. Minority (Unskilled) – 15% of the workforce
d. People of Color or Indigenous People – 32% of the workforce
e. Minneapolis Residents – 15% of the workforce

If the above goals are not realistic for a particular project, the contractor can establish goals for that project to be justified by the type of work and available workers for that project. Such reset goals are to be placed in writing as part of the Affirmative Action Plan of the contractor for review and acceptance by the Owner.

The contractor will furnish at the time of each payment request certified payroll reports for the contractor and all subcontractors for the project. The contractor will also furnish at the time of each payment request, the monthly work hours of employment reports of the contractor's labor force and the labor force of all contracts over $100,000.

D. Responsible Contractor Requirement

Prior to executing the Contract, the Owner will require the selected Contractor to certify that the company meets each of the Minimum Criteria to be a responsible contractor as in compliance with Minn. Stat. 16C.285.

E. Project Labor Agreement Requirement

Projects where the total estimated bid price for the Project Work exceeds $250,000 shall comply with the attached project labor agreement between Minneapolis Public School District No. 1 and Minneapolis Building and Construction Trades Council.

F. Drug Free Workplace Requirements

The purpose of this policy is to establish the commitment of the Minneapolis Public Schools to providing work environments for employees that are alcohol and drug

free. The Board of Directors recognizes that a work environment that is free of alcohol or illegal drug use will not only be safer, healthier and more productive, but will support the academic achievement and emotional well-being of our students. Therefore, this policy also provides the authority for the District to require alcohol or drug testing in accordance with the law.

G. Project Meeting Requirements

This section requires project meetings, including but not limited to:

1. Pre-Construction Meeting
2. Pre-Installation Meetings
3. Progress Meetings

The selected vendor will be responsible for preparing an agenda for the meeting, notifying persons expected to attend meeting in advance of meeting date, make physical arrangements for meeting, preside at the meeting, record minutes.

H. Construction Schedule Requirement

Prepare a fully developed and graphic, critical path method type Contractor's construction schedule. The schedule shall commence at the time of Contract Award and shall conclude at the end of Contract Closeout and shall identify dates for both Substantial Completion and Final Completion. All project administration and construction tasks shall be identified and shall coordinate issues amongst the Owner, selected vendor and subcontractors. Submit the schedule prior to first Application for Payment. The schedule shall be updated and reissued on a weekly basis.

I. Closeout Submittal Requirements

Submit the following items to the Owner for approval.

1. Inspection Certificates: Provide required Inspection Certificates, properly signed.

2. Evidence of Payment: Submit Contractor's Affidavit of Payments of Debts and Claims, AIA Form G706.
3. Release of Liens: Submit Contractor's Affidavit of Release of Liens, AIA Form G706A.
4. Consent of Surety For Final Payment: Submit affidavit from Surety Company consenting to final payment (in the full amount of the Contract) being made, AIA Form G707.
5. Final Settlement of Contract With State of Minnesota: Submit Form IC-134, Affidavit For Obtaining Final Settlement of Contract With The State of Minnesota and its Political or Governmental Subdivisions. Form IC-134 is a certificate of compliance with Minnesota Statutes 290.92 and 290.97. The Form requires that a contractor, prime contractor or subcontractor that has a contract with the State of Minnesota or its political or governmental subdivisions, complete and submit Form IC-134. In addition, prime contractors that have subcontractors are required to list each subcontractor's name and address on their IC-134 affidavit and attach a certified Form IC-134 from each of the subcontractors to their Form IC-134 when submitting it for certification. The form(s) must be completed in its entirety in order to obtain certification.
6. Operations and Maintenance Data
7. Warranties and Bonds

Exhibit A

PROJECT LABOR AGREEMENT

2022-2027

PROJECT LABOR AGREEMENT

BETWEEN

MINNEAPOLIS PUBLIC SCHOOLS SPECIAL SCHOOL DISTRICT NO. 1

AND

MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL

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ARTICLE I

PARTIES AND PURPOSE

This Agreement is entered into by and between Minneapolis Public Schools (Special School District No. 1), its successors or assigns ("Owner") and the Minneapolis Building and Construction Trades Council ("Council"), acting on its own behalf and on behalf of its respective affiliates ("Union" or "Unions"). Owner, Council, Council's affiliated Unions, and the Contractors are collectively referred to as the "Parties." This Agreement shall apply to the Owner's Projects as defined in Article II, Section 1 of this Agreement. This Agreement shall be effective on September 14, 2022 ("Effective Date").

The Parties acknowledge that construction projects on School District facilities and property are critical to the Owner and to its public constituency educated or otherwise benefitted by such projects, and that it is important to employ a qualified and reliable workforce to carry out projects in a safe, skilled, and timely manner. The Parties further acknowledge that Owner projects utilize the construction industry for workers performing under multiple labor contracts and employer associations. Consequently, conflicts in labor-management relations could cause delay or disruption of the efficient completion of a project unless full cooperation of all segments of the construction industry is assured. Therefore, it is essential to Owner to secure optimum productivity, to eliminate any delays in the work, and to maintain a spirit of harmony, labor management peace and stability on the project. This Agreement is intended to enhance this cooperative effort by establishing a framework for labor-management cooperation and stability and to avoid workplace tension when union and non-union employees work side-by-side.

The Contractor(s) and the Unions agree that the timely construction of this Project will require substantial numbers of employees from construction and supporting crafts possessing skills and qualifications that are vital to its completion. They will work together to furnish skilled, efficient craftworkers for the construction of the Project.

Further, the parties desire to mutually establish and stabilize wages, hours and working conditions for the craftworkers on this construction project, to encourage close cooperation between the Contractor(s) and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist between the parties to this Agreement.

Therefore, in recognition of the special needs of this Project and to maintain a spirit of harmony, labor-management peace, and stability during the term of this Agreement, the parties agree to abide by the terms and conditions in this Agreement, and to establish effective and binding methods for the settlement of all misunderstandings, disputes or grievances which may arise. Further, the Contractor(s) and all contractors of whatever tier, agree not to engage in any lockout, and the Unions agree not to engage in any strike, slow-down, or interruption or other disruption of or interference with the work covered by this Agreement.

ARTICLE II

DEFINITIONS

Section 1. "Project" means: a construction project in the Owner's Capital Bonding Program as approved by the Board of Education that meets either of the following two criteria:
:

A. This Agreement shall apply to all Projects as defined above where the total estimated bid price for the Project Work exceeds $250,000 in accordance with all lawful Owner contract procurement requirements.

B. This Agreement may also apply to Projects as defined above where the total estimated bid price for the Work is less than $250,000 if Owner, in its sole discretion, determines that use of the Agreement furthers the purposes stated in Article I, including securing a reliable supply of well-trained and skilled labor and performing Project work on-time and on-budget, and would be consistent with Owner's policies, including the Owner's Affirmative Action Plans and goals and payment of the legally required prevailing wage rates.

Section 2. "Project Contractor" means any Contractor that has been awarded a Project by the Board of Education and has entered into a direct contract with Owner for Project Work.

Section 3. "Contractor" shall include all Contractors and Subcontractors of whatever tier engaged in construction Work within the scope of this Agreement, including the Project Contractor when it performs construction Work within the scope of this Agreement. Where specific reference to Project Contractor alone is intended, the term "Project Contractor" is used.

Section 4. "Subcontractor" means any subcontractor of a Project Contractor that is engaged in construction Work within the scope of this Agreement.

Section 5. "Work" means work performed to carry out the Project that meets the recognized and accepted historical definition of construction work under the direction of and performed by the Contractor(s), of whatever tier, which may include the Project Contractor, who have contracts awarded for such work on the Project. Such work shall include site preparation work and dedicated off-site work.

Section 6. "Owner's Representative" means the Owner's assigned representative who is responsible for the execution of the Project.

Section 7. "Jurisdictional Dispute" means a dispute between or among Unions regarding the work jurisdiction of the Unions relative to Owner requirements for Project Work.

ARTICLE III

SCOPE OF AGREEMENT

Section 1. This Agreement applies to all Work on each Project as defined in Article II, Section 1.

Section 2. The Project Contractor shall sign the Letter of Assent, Attachment A prior to commencing work on the Project and shall obtain a signed Letter of Assent, Attachment A from all Contractors and Subcontractors on the Project before they commence work on the Project. The Project Contractor shall ensure compliance with this Agreement by the Contractors. It is further agreed that, where there is a conflict, the terms and conditions of this Project Agreement shall supersede and override terms and conditions of any and all other national, area, or local collective bargaining agreements, except for all work performed under the NTL Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, all instruments calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and the National Agreement of the International Union of Elevator Constructors, with the exception of Articles IX (Work Stoppages and Lockouts), X (Disputes and Grievances), and XI (Jurisdictional Disputes) of this Agreement, which shall apply to such work. It is understood that this is a self-contained, stand-alone Agreement and that by virtue of having become bound to this Agreement, neither the Project Contractor nor the Contractors will be obligated to sign any other local, area, or national agreement.

Section 2. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any other operation, work, or function which may occur at the Project site or be associated with the development of the Project.

Section 3. This Agreement shall only be binding on the signatory parties hereto and their heirs, successors, and assigns, and shall not apply to their parents, affiliates, or subsidiaries.

Section 4. The Owner and/or the Project Contractor have the absolute right to select any qualified bidder for the award of contracts on this Project without reference to the existence or non-existence of any agreements between such bidder and any party to this Agreement; provided, however, only that such bidder is willing, ready and able to become a party to and comply with this Agreement, should it be designated the successful bidder.

Section 5. Nothing contained herein shall be construed to prohibit or restrict Owner or its employees from performing work not covered by this Agreement on the Project site. As areas and systems of the Project are inspected and construction tested by the Project Contractor or Contractors and accepted by Owner, the Agreement will not have further force or effect on such items or areas, except when the Project Contractor or Contractors are directed by the Owner to engage in repairs, modifications, check-out, and warranty functions required by their contracts with Owner for the Project.

Section 6. The Owner, at its sole option, may terminate, delay and/or suspend any or all portions of the Project at any time.

Section 7. The liability of any Contractor and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employer status between or among the Owner and any Contractor(s).

Section 8. All Project Work shall be performed by employees of Contractors bound by the terms of this Agreement.

ARTICLE IV

UNION RECOGNITION

Section 1. The Contractors recognize the signatory Unions as the sole and exclusive bargaining representatives of all craft employees within their respective jurisdictions working on the Project within the scope of this Agreement.

Section 2. The hiring of employees shall be governed by the procedures set forth in the collective bargaining agreements referenced in Schedule A, except that Contractors not party to any Agreements referenced in Schedule A will be entitled to retain their core employees, defined as no more than 15% of the Contractor's construction craft workforce assigned to work on the Project, when commencing work on the Project. It is further agreed that there shall be no discrimination against any employee or applicant for employment because of membership or non-membership in a union or based on race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, familial status, disability, sexual orientation, or age, or any other basis protected by applicable law.

ARTICLE V

UNION REPRESENTATION

Section 1. Authorized representatives of the Union shall have access to the Project, provided they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor and security and safety rules of the Project.

Section 2. Each signatory Union shall have the right to designate a working journey worker as a steward and shall notify the Project Contractor in writing of the identity of the designated steward prior to the assumption of their duties as steward. Such designated steward shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay of their respective crafts.

ARTICLE VI

WAGES AND BENEFITS

Section 1. All employees covered by this Agreement shall be classified in accordance with work performed and paid the base hourly wage rates for those classifications as specified in the applicable local collective bargaining agreements ("CBAs") referenced in attached Schedule A.

Section 2. The Contractors agree to pay contributions to the established employee fringe benefit funds in the amounts designated in the applicable CBAs referenced in Schedule A; provided, however, that the Contractors and the Unions agree that only such bona fide employee benefits as accrue to the direct benefit of the employee (such as pension and annuity, health and welfare, vacation, apprenticeship and training funds, etc.) shall be included in this requirement and paid by the Contractors on the Project. If any new bona fide, jointly trusteed fringe benefit funds are established in any of the Schedule A CBAs during the life of this Agreement, the Contractors agree to pay the contributions required by the applicable CBA to the new fund.

The Contractors adopt and agree to be bound by the written terms of the legally established Trust Agreements specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds. The Contractors authorize the parties to such Trust Agreements to appoint trustees and successor trustees to administer the Trust funds and hereby ratify and accept the Trustees so appointed as if made by the Contractors.

Section 3. Employees shall be paid no less than the prevailing rate of wages and benefits as defined in Minnesota Statutes section 177.42, subdivision 6. If the prevailing wage rate exceeds the total package of wages and benefits required under sections 1 and 2 of this Article, the difference shall be paid as wages to the employee.

Section 4. The CBA provisions that are specifically referenced in this Agreement, including but not limited to the wage and fringe benefit provisions, shall continue in full force and effect unless and until the Contractor and/or Union parties to said CBAs notify the Project Contractor in writing of any mutually agreed upon changes to those provisions and their effective date(s), which shall become the effective date(s) for purposes of applying said provisions under this Agreement.

ARTICLE VII

HOURS OF WORK, OVERTIME, SHIFTS AND HOLIDAYS

Section 1. The work week and work day shall be determined as set forth in the applicable Schedule A collective bargaining agreement ("CBA").

Section 2. Overtime pay shall be established by reference to the applicable Schedule A CBA.

Section 3. It shall not be a violation of this Agreement if the Project Contractor considers it necessary to suspend all or portion of the job to protect the life and safety of an employee. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the employer requests employees to remain at the site and available for work, the employees will be compensated for the standby time at their base hourly rate of pay.

Section 4. Shift work will be performed in accordance with the currently existing Schedule A CBA.

Section 5. Recognized holidays on this Project shall be those in the Schedule A CBAs in existence for the appropriate Unions on the date of this Agreement. There shall be no change in the established holiday schedules and the days upon which those holidays are celebrated, except by mutual agreement.

ARTICLE VIII

MANAGEMENT'S RIGHTS

The Project Contractor and Contractors of whatever tier retain full and exclusive authority for the management of their operations. Except as otherwise limited by the terms of this Agreement, the Contractors shall direct their working forces at their prerogative, including, but not limited to hiring, promotion, transfer, lay-off or discharge for just cause. No rules, customs, or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees. The Contractors shall utilize the most efficient method or techniques of construction, tools, or other labor-saving devices. There shall be no limitations upon the choice of materials or design, nor shall there be any limit on production by workers or restrictions on the full use of tools or equipment. There shall be no restriction, other than may be required by safety regulations, on the number of employees assigned to any crew or to any service.

ARTICLE IX

WORK STOPPAGES AND LOCKOUTS

Section 1. During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the Council, a Union or by any employee, and there shall be no lockout by the Contractor. Failure of the Council, Union or employee to cross any picket line established at the Project site is a violation of this Article.

Section 2. The Council and Unions shall not sanction, aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at the Project site and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the Project for a period of not less than ninety (90) days.

Section 3. Neither the Council nor any Union shall be liable for acts of employees for whom it has no responsibility. The Council's Business Manager will immediately instruct, order and use best efforts to cause the Union or Unions to cease any violations of this Article. By complying with this obligation the Building Trades Council shall not be liable for unauthorized acts of a Union. The principal officer or officers of a Union will immediately instruct, order and use the best efforts of his or her office to cause the employees that the Union represents to cease any violations of this Article. A Union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

ARTICLE X

DISPUTES AND GRIEVANCES

Section 1. This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruptions, delays, or work stoppages.

Section 2. The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3. Any question or dispute arising out of and during the term of this Project Agreement (other than jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee(s) subject to the provisions of this Agreement believes they are aggrieved by a violation of this Agreement, they, through their local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the Union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The Business Manager of the Council and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the Federal Mediation and Conciliation Service to provide them with a list of seven (7) arbitrators with offices in Minnesota from which the Arbitrator shall be selected by the parties alternatively striking names from the list. The first strike shall be determined by the toss of a coin. The decision of the Arbitrator shall be final and binding on all parties. The fee and expenses of such Arbitration shall be borne equally by the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended by written consent of the parties involved. The Arbitrator shall have the authority to make decisions only on issues presented within the scope of the Agreement, and shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

Section 5. In the event of a dispute between the Owner and the Council (or the Council on behalf of the Union(s)) over the interpretation or adherence to the terms of this Agreement, the Parties agree that the complaining Party shall submit the dispute in writing to the other Party. Within 30 days of such written submission, the Council's Business Manager and the Owner's Director of Facilities will attempt to resolve the complaint between or among the Parties. If the Council and Director cannot reach a resolution, then the Parties agree that such dispute will be submitted to a mutually agreed upon mediator. If the Parties agree on a private mediator, the fee and expenses of such mediator shall be borne equally by the Parties. If the Parties are unable to agree on a mediator, one shall be selected through the Minnesota Bureau of Mediation Services. Either Party may request mediation. Such mediation shall take place within 30 days of the request for mediation. If the Parties are unable to resolve the dispute through mediation, the Parties agree to pursue binding arbitration of the dispute pursuant to Step 3 of section 3 of this Article. Any such request for arbitration shall be served on the other Party no later than seven (7) days from the date of mediation.

ARTICLE XI

JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Unions and Contractors, parties to this Agreement, shall be settled and adjusted according to the present Plan established by North America's Building Trades Unions ("NABTU") or any other plan or method of procedure that may be adopted in the future by NABTU. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the appropriate representative of the Council and Unions prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.

ARTICLE XII

SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement.

ARTICLE XIII

AFFIRMATIVE ACTION

Section 1. The Parties acknowledge the importance of Owner's Affirmative Action Policy ("AAP") and goals, which is attached hereto, in establishing goals to foster greater opportunity for local minority and women-owned Contractors and Subcontractors to bid for and carry out construction work for Owner and to establish goals to foster greater opportunity for minority and women craftworkers. The Contractor(s) and the Unions agree to work together to furnish skilled, efficient craftworkers for the projects while pursuing Owner's AAP and other goals stated herein.

Section 2. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of members of Black, Indigenous, People of Color ("BIPOC") communities and women who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Building Strong Communities ("BSC") program to serve as a resource for preparation for diverse applicants to seek admission into Union-sponsored apprenticeship programs, counseling and mentoring, support networks, and other services available from the BSC program.

Section 3. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties. The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

ARTICLE XIV

SAVINGS AND SEPARABILITY

It is not the intention of Project Contractor, Contractors, or the Unions to violate any laws governing the subject matter of this Agreement. The parties hereto agree that in the event any provisions of the Agreement are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Project Contractor and Unions agree that if and when any and all provisions of this Agreement are finally held or determined to be illegal or void by a Court of competent jurisdiction, the parties will promptly enter into negotiations concerning the substance affected by such decision for the purpose of achieving conformity with the requirements of the applicable law and the intent of the parties.

ARTICLE XV
DURATION OF THE AGREEMENT – OWNER RENEWAL OPTION

Section 1. This Agreement shall be in effect for a term of five (5) years after the Effective Date ("Term"). Owner has the right to extend this Agreement for an additional five (5) years if Owner gives written notice to Council at least ninety (90) days prior to August 29, 2027, which is the expiration date of this Agreement, stating that Owner agrees to renew the Agreement. The terms of the renewed Agreement must be mutually agreed upon in writing by the Parties. Any Project for which contracts have been awarded prior to the end of the Term shall be subject to this Agreement regardless of whether the Term expires without renewal of the Agreement during the life of the Project.

Section 2. In making the determination whether to renew this Agreement, Owner shall, among other Agreement goals and construction performance and quality measures, evaluate the progress shown by Project Contractors, Contractors, the Council, and Unions in fulfilling the goals of the AAP.

Section 3. Owner, Project Contractors, Council, and Unions will communicate regularly to facilitate meeting the AAP goals and furthering the other purposes of this Agreement. No later than two (2) years from the Effective Date, Owner, Project Contractors, Council, and Unions shall meet and formally evaluate progress in furthering Owner's AAP and other Owner goals for the Agreement. Project Contractors, Council, and Unions shall also identify any Agreement performance issues for discussion and resolution with Owner. No later than four (4) years after the Effective Date, Owner, Project Contractors, Council, and Unions shall meet to formally evaluate progress in furthering Owner's AAP and other Owner goals for the Agreement for purposes of Owner consideration of Agreement renewal, including discussion of potential amendments requested by either Party that may be contained in a renewed Agreement to effectuate Owner and Council goals. Promptly following each of the aforementioned meetings, Owner staff shall issue a report to Owner's Board regarding evident progress on the goals for the Agreement and also remaining issues identified, specifically including, but not limited to the Owner's Affirmative Action Plan and goals. Owner staff shall share its report with the other participating parties for comment at least 30 days prior to Owner staff submission of its report to the Board of Education.

ARTICLE XVI
SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the day and year above written.

FOR THE MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL

By:_____signed_____
Dan McConnell, Business Manager

Dated:_____9/21/2022_____

FOR MINNEAPOLIS PUBLIC SCHOOLS SPECIAL SCHOOL DISTRICT NO. 1

By:_____signed_____
Kim Ellison, Chair

Dated:_____9/21/2022_____

SCHEDULE A

LOCAL COLLECTIVE BARGAINING AGREEMENTS

The applicable Local Collective Bargaining Agreements ("CBAs") for the Building Trades Unions affiliated with the Council are available from the Unions directly or the Minneapolis Building and Construction Trades Council at dan@mplstrades.org or (612) 379-4234. Those CBA provisions that are specifically referenced in this Agreement are incorporated herein.

ATTACHMENT A

LETTER OF ASSENT

_____[Name of Contractor]_____ hereby agrees to accept and be bound by the terms and conditions of the Project Labor Agreement between MINNEAPOLIS PUBLIC SCHOOLS, SPECIAL SCHOOL DISTRICT NO. 1 and the MINNEAPOLIS BUILDING AND CONSTRUCTION TRADES COUNCIL, dated and effective _____[Insert Effective Date]__, for the Project listed below, with respect to all Project Work as those terms are defined in the Project Labor Agreement.

NAME OF PROJECT:_____

_____
Contractor Name

_____
Address

_____
City/State

By: _____

Title: _____

Dated: _____