MINNEAPOLIS
PUBLIC SCHOOLS

Request for Proposal (RFP) for
Type III Student Transportation Services
RFP: 26-12

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533
Issued: 02/04/2026

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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SECTION I: **OVERVIEW**

A. Project Objective

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide Type III student transportation services.

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 29,900 students and 3,285 teaching staff.

The District intends to select one or more vendors to provide the necessary Type III student transportation services. To facilitate the submission and evaluation of proposals, this document provides additional background information regarding MPS that will be relevant to the proposal of Type III student transportation services.

RFP Primary Objective 1: Gain a thorough understanding of a vendor's organization, ability and experience in providing Type III student transportation services that meet the needs of the district for the next 5 years.

RFP Primary Objective 2: Gain a thorough understanding of a vendor's total costs for providing Type III student transportation services. Including but not limited to: general and special education runs, afterschool program runs and additional costs.

RFP Primary Objective 3: To select a vendor with operational strategy, robust and steady organizational staffing and proven performance history to provide exceptional Type III student transportation service for students, families and the district.

B. Schedule of Proposal

1.	Issue RFP:	2/4/26
2.	Written Questions Due:	2/19/26
3.	Intention to Submit:	2/19/26
4.	Pre-Bid Conference:	3/06/26
5.	Responses to Questions:	3/06/26
6.	Proposals Due:	3/20/26 2pm
7.	Finalists Selected & notified:	4/10/26
8.	Finalist Presentations:	4/20/26 – 4/24/26
9.	Board materials uploaded for approval:	5/04/26
10.	District Approval	5/12/26
11.	Award bid – Selection:	5/13/26
12.	Contracts w/signature due:	5/19/26
13.	Board materials for approval:	6/01/26
14.	District Approval-Award FY27 Contracts:	6/09/26
15.	Implementation:	7/01/26

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 2/19/26 and Appendix 1 (b) Conflict of Interest. This document can be emailed to

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RFX@mpls.k12.mn.us or brought to the Pre-Bid Conference. This will allow the District to provide timely information to interested parties. These document are mandatory documents, if these are not submitted by email by 2/19/26; the organization will not be able to participate in RFP 26-12 Type III Student Transportation Services.

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 2/19/26 to: RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than 3/6/26 EOD. There will be an opportunity at the Pre-Bid conference to ask additional questions; however after this date, no questions or inquiries will be allowed.

E. Mandatory Pre-Bid Conference

The District will hold a mandatory pre-bid conference on 3/2/26, from 1:00-3:00 p.m. Central Standard Time in the District's administration offices at 1250 West Broadway Ave., Minneapolis, Minnesota. 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. No questions or inquiries will be allowed beyond the pre-bid conference. 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 must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the RFP must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The RFP narrative for Section III-IV may **not exceed 100 pages total**, not including appendices. **RFPs exceeding 100 pages in Section III-IV will not be reviewed. There will be no exceptions.**
7. Some questions in this RFP will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If an applicant intends to include supplemental materials with responses to questions in Sections III and IV of the RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: 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.**

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Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the RFP.

9. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFPs should follow the order below:
    a. Organization Information Cover Page (Provided in attached Appendix 2)
    b. Table of Contents
    c. Section III- General Business Information
    d. Section IV- Project Scope
    e. Appendix Materials
10. Additional circumstances that may lead to RFP not being reviewed and/or selected:
    a. RFP was received after the deadline, which includes not on the deadline date but also after the deadline time.
    b. Applicant does not intend to complete criminal history checks on employees.
    c. Applicant's previous clients have significant complaints regarding the quality of the Title services, communication issues, or other problems.
    d. Any section of the RFP is missing or incomplete.
    e. The RFP does not meet length, font, or other formatting requirements.

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 3/20/26. Late proposals shall not be accepted. Electronic copies must be submitted to: RFX@mpls.k12.mn.us.

No other distribution of the proposal shall be made by the organization. It is the sole responsibility of the organization to assure that the proposal is delivered to the designated district office in Item H, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline. CD-ROMs and/or USB flash drives will not be returned.

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. This written request can be either electronic or a hard copy format.

J. Finalist's Presentation

The District's RFP Evaluation Committee will invite finalists to meet with the evaluation team the week of **4/20/26 – 4/24/26**. The District is requesting that all finalists provide product demonstrations and Proof of Concept. The Evaluation Committee will attend and score vendor demonstrations. This is a mandatory meeting for the finalists selected.

K. Evaluation and Selection Process

1. The Type III Student Transportation Services Evaluation Committee members will include, but is not be limited to a minimum of one member from at least two departments to be named by the Transportation Department. Potential participating committee members from departments could include, but not be limited to:
    a. Transportation
    b. Homeless & Highly Mobile

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c. Finance
d. Information Technology
e. Emergency Management, Safety & Security
f. Procurement

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 on 5/12/26 and 6/9/26 (FY27), the District will then proceed with contract discussions with the selected vendor(s). The District has no liability to any vendor participating in this RFP process prior to when the authorized District signer signs a contract to that vendor.
3. Consensus on proposal selection will be determined by the Evaluation Committee reaching consensus on the selection. The Transportation Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP. The rubric will be provided at the Pre-Bid Conference or no later than when the Responses to Questions are due.
4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service 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 service for selecting finalists.
5. The Evaluation Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Evaluation Committee will evaluate and score the vendor with regard to the scoring rubric that will be provided at the Pre-Bid Conference or no later than when the Responses to Questions are due.

L. 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.

M. 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.

N. 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 5/4/26.

O. 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).

P. Award of Contract

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The District intends to make awards to multiple service providers, however the district reserves the right to award 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).

Q. Contract Term

It is the intent to award the contract(s) for an initial three year period with the option to renew for 2 one-year periods for a possible total contract term of 5 years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

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

Contracts shall be created on an annual basis to cover the financial amounts allocated for each fiscal year. See Appendix 7 for additional information.

R. 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 to 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.

S. 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.

T. 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.

U. Causes for Termination

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

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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 Type III student transportation services, 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 71 schools, with approximately 29,900 students and 3,285 teaching staff.

Schools include:

- ✓ K-5, K-6 or K-8 Schools: 41
- ✓ Middle Schools (6-8): 9
- ✓ High Schools (9-12): 9
- ✓ Special Education Schools: 2
- ✓ Specialty or Alternative Schools: 10

Growth projection: Stable
Superintendent: Dr. Lisa Sayles-Adams
Senior Operations Officer: Tom Parent
Director, Procurement: Christopher Boyce

Current Type III Student Transportation Services Environment

Type III service is provided to approximately 1000 students, attending Minneapolis Public Schools and day services locations. Service is provided nearly year-round for various programs.

Students transported by type III vehicles include general education as well as special education students. Type III providers transporting special education students may require specialized vehicles or equipment to support student needs.

Minneapolis Public Schools transportation staff are responsible for identifying students that need transportation, creating schedules for transportation-eligible students, creating runs and routes, interfacing with school staff (MPS and non-MPS school staff), and communicating with families.

In partnership with service providers, transportation staff are also responsible for problem-solving transportation issues (such as driver or route performance), monitoring and dispatching for late runs and routes, and monitoring usage for efficiencies.

Under current contracts, all Type III routes are performed by service providers.

Under any contract awarded through this RFP, contractors will be required to provide the District access to GPS data and camera/recording systems; with the preference that contractor's systems integrate with the District's existing systems (Student Transportation by Tyler Technologies and Samsara).

Type III Student Transportation Services Vision

Students experiencing homelessness, defined as lacking a fixed, regular, and adequate nighttime residence, and students in foster care have certain rights and legal protections to ensure access to public education. Minneapolis Public Schools is guided by the McKinney-Vento Homeless Assistance Act and the

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Every Student Succeeds Act (ESSA), so students have access to opportunities that will help them meet the same high academic standards expected of all students in Minneapolis Public Schools.

MPS Transportation Services supports these students by providing reliable, on time, and respectful transportation to and from school.

Families with students receiving type III transportation deserve the same level of service, performance and support as families with students using yellow bus service. This includes but is not limited to: timeliness in assigning students to transportation, awareness of and visibility to the GPS and estimated time of arrival of the transportation, and student safety while being transported.

B. Transportation Services Goals & Values

The goals and values of Minneapolis Public Schools Transportation department include the following:

- Being transported to and from school is a safe, welcoming experience for students.
- Students' identities are honored and respected.
- Families receive clear, timely communication regarding their students' transportation schedule, including notifications when vehicles are delayed.
- Drivers are empowered to make positive connections with their student riders and families.
- Service providers are treated as partners.
- School-based staff are informed of changes, updates, and delays in a timely manner.

C. Transportation Services Organization

Transportation Services' mission is to support student achievement by providing safe, reliable, cost-effective transportation in a positive social environment that honors our diverse community, along with clear, timely communication with families.

- Number of students transported daily by Type III vehicles: approximately 1000
- Total Type III runs: 387
- Total Type III routes: 298

The Executive Director leads the Transportation department which includes the following:

- Transportation managers
- Training program staff
- Scheduling staff
- Dispatch staff
- District communications center staff
- Fleet maintenance staff
- Finance staff
- CDL Drivers

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. Do you have any existing or potential conflict of interest, direct or indirect, with MPS? If yes, please state the potential conflict of interest.

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3. Within the past seven years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.
4. In the past seven years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
5. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
6. Use the table in Appendix 4 and provide four current references, no more than three years old and K-12 required.

B. Qualifications and Experience

1. Describe the experience of your organization in providing Type III student transportation services for school districts.
2. Describe the most significant challenge your organization faced in the past two years in providing Type III student transportation services and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.
4. What is your organization doing to stay competitive in the market?

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

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

D. Business Ethics

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

E. Service Level Expectations

1. Describe how your organization ensures reliable, on time and respectful Type III student transportation.
2. Describe how your organization responds to and addresses issues that impact service, such as driver performance, late vehicles, no-show drivers, equipment issues, etc.

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3. Describe how you monitor the performance of your routes, and what steps you take to prevent vehicles from running late.
4. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.
5. What is your organization's driver turnover rate for the last three years?
    a. What's the turnover rate for your office staff (such as managers, dispatch, mechanics, etc.) for the last three years?
    b. What steps does your organization take to minimize the impact of staff turnover?

F. Fees and Costs

1. Use the Pricing spreadsheet in Appendix 6 to detail the costs for Type III service.
2. Are there any other costs MPS can anticipate that have not been identified in this RFP?

G. Billing and Payment

1. Describe your organization's invoicing and payment processes.
2. MPS pays its organizations on a net 30-day term. What are your standard payment terms? Is a discount offered if Minneapolis Public Schools pays in Net 20, Net 10?

SECTION IV: PROJECT SCOPE

A. **Capacity**
1. Using the run and route numbers shared under SECTION II: SCOPE OF SERVICES, part C: Transportation Services Organization,
    a. What is your company's desired number of Homeless & Highly Mobile (HHM) routes?
    b. What is your company's desired number of Type III routes that require specialized equipment?

B. **Daily Operations**
1. Describe how drivers are assigned to routes.
2. Describe your morning and afternoon check in process for drivers. Include how staff are aware of late or non-reporting drivers, and what steps are taken to cover those routes while maintaining on-time performance.
3. How many staff are available in the morning, midday, afternoon and evening to support drivers while on the road? Specifically looking for dispatch staff and 'street duty' staff.
4. Describe the support available after hours, specifically dispatch and 'street duty' staff that work when vehicles are on afterschool runs.

C. **Drivers**
1. Describe your hiring, onboarding and training process for new drivers. Include what background checks, drug & alcohol testing and any other review or testing that is completed to ensure new hires are ready for service.
2. Describe your drug & alcohol testing program.
3. Describe the mandatory training that is provided for your drivers throughout the school year. Include information on training offered for transporting students with special needs, creating and managing positive student behavior, de-escalation techniques, providing positive customer service to families and school-based staff, as well as any other aspect your drivers are trained on.
4. Describe your annual driver evaluation process.
5. Do you have drivers who are designated as substitutes or back up drivers in case a driver does not report for work, or for some other reason that another vehicle needs to be sent out?
6. Describe how substitute or back up drivers are trained so their performance meets service level expectations?

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7. Describe how you organize, maintain and ensure all driver certifications and licensing are up to date. Include how you provide access to your driver files for your customer (either a school or school district) for transparency and accountability.
8. Describe how you track and monitor driver performance. Include information on any positive recognition program you offer and your disciplinary program.

D. **Fleet**

1. Use the Vehicles spreadsheet in Appendix 5 to list all the Type III vehicles that would be dedicated to the district under a contract.
2. Describe your fleet maintenance program. Include how often your fleet is inspected and maintained throughout the year, and how many mechanics are on staff to support.
3. Describe your process for ensuring all vehicles assigned to the district start in cold weather or after an extended break (for example, winter break, spring break, etc.).
4. Describe how you address and resolve service calls. Include any equipment you have available to support. Do you have the correct diagnostic software to service your fleet?
5. The District requires $3 million in liability insurance. Will you be able to provide a certificate of insurance listing the district as a part of the contract?
6. Describe how you organize, maintain and store your fleet maintenance records. Include how you provide access to your maintenance records for your customer (either a school or school district) for transparency and accountability.

E. **Safety**

1. Describe your three most common safety incidents by drivers and how you worked to reduce reoccurrences.
2. Provide agendas of your driver safety meetings from the last year. Include the frequency of meetings.
3. Describe the training your 'street duty' staff (safety manager staff) complete so they can support your drivers.

F. **Technology**

1. Describe all technology that is installed in your vehicles, including any driver navigation tablets, GPS and/or camera/video system.
2. Contractors will be required to use the district's routing system to identify assigned routes, understand which routes had a change, etc. Describe how you will ensure all necessary office staff are trained and use the routing system.
3. Describe how you share or otherwise allow access to video recordings from vehicles with district transportation staff.

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SECTION V: Appendix Requirements

A. Intention to Submit a Proposal
B. Conflict of Interest Certification
C. Organization Information Cover Sheet
D. References
E. Vehicles
F. Pricing Information

SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal
2. Conflict of Interest Certification
3. Organization Information Cover Sheet
4. References
5. Vehicles
6. Pricing Information
7. Expected Scope of Work
8. MPS Sample Contract

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APPENDIX 1
INTENTION TO SUBMIT A PROPOSAL

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

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

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

☐ No, we do not plan to submit a proposal.

Reason:_____

Organization Name (Print name):_____

Signature of Authorized Individual:_____

Printed Name of Authorized Individual:_____

Printed Title of Authorized Individual:_____

Date:_____

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APPENDIX 2
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 ☐
    b. If yes, please provide details:

    _____
    _____
    _____

1. **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:

    _____
    _____
    _____

2. **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:

    _____
    _____
    _____

3. **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:

    _____

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_____
_____

4. **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:

_____
_____
_____

5. **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:

_____
_____
_____

1. **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:

_____
_____

2. **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:

_____
_____

3. **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 ☐
    b. If yes, please provide details:

_____
_____

4. **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 ☐

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b. If yes, please provide details:

_____

_____

5. **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?

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.

Organization Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

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APPENDIX 3
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 4
References

Please include a separate document with your references that includes the following information. Required to have four references, no more than three years old and K-12 experience only.

- School or School District Name
- Address
- Contact person, title & phone number
- Is this a current contract (Yes/No)
- Start and end dates of contract
- Number of students your company transports/transported in Type III vehicles
- Number of Type III routes performed

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APPENDIX 5
Vehicles

Please include a separate spreadsheet with all Type III vehicles that would be dedicated to Minneapolis Public Schools for service under a contract.

- Only vehicles that are less than 12 years old can be used under a contract with the District
- All vehicles listed must have existing camera systems installed that have video recording capabilities with a minimum of one interior cabin camera.
- Vehicles must have a school bus certification sticker as required by Minnesota law
- Vehicles conform to Federal Motor Vehicle Safety Standards (FMVSS) that apply to Type III vehicles

Spreadsheet must include the following information in this order:

- Unit number
- Year
- Make
- Model
- VIN
- Fuel Type
- Seating capacity (excluding driver and front passenger seat)
- Wheelchair lift or ramp
- Number of wheelchair spots
- Quantity of Interior Cameras

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APPENDIX 6
Pricing Information

Minneapolis Public Schools has updated our Type III service pricing structure to be based on hours of work. We will no longer have pricing based on full day, half day or 15-minute increments.

Hours of work refers to the planned run times from the first stop to the last stop on a run. Hours of work does not include the travel time between runs. Routes will be categorized into time periods based on the total planned run times of all runs in a route. If the total planned run times of a route fall in between the defined time periods (2, 3, 4, etc. hours), then it will be rounded up to the next time period. For example, if a route has 2 hours and 13 minutes of total planned run time, it will be rounded up to 3 hours and paid accordingly

Mileage charges will be in effect only when a run travels outside the City of Minneapolis. Mileage charges will be generated only during the portion of the run when a student is being transported, either starting at the student's stop or at the school. Mileage will not be paid for deadhead travel to/from when students are not present.

General education (HHM) and special education Type III route will be paid at the same hourly rate; there's no pricing difference based on type of work.

Provide your rate for each time period and your mileage charge in the table below. Provide an additional document that details your pricing methodology for the time period rates and mileage charge.

Type III Rates (inclusive of general education HHM and special education routes)	
Time Period	**Rate per time period**
2 hours	
3 hours	
4 hours	
5 hours	
6 hours	
Mileage Charge See note above regarding when mileage charges are in effect	
Mileage	**Rate per mile**
Outside City of Minneapolis	

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APPENDIX 7
Expected Scope of Work

The following is the expected Scope of Work that will be included in the contract. Changes to scope of work may occur as a part of the contract finalization process.

Section I: Service Level Expectations

1. All runs and routes must be performed on time.
2. District routes must be followed as designed, with all stops made in order and on time. Contractors shall not alter, swap, combine or otherwise modify District routes. Contractors can request the District make route changes; no change can be made until approved and updated by the District.
3. Contractor must use District routing software to manage daily transportation operations, including accessing up-to-date routes.
4. Contractor must provide the District access to their GPS system and camera system for transparency and accountability.
5. Contractor must provide the appropriate operational staff (safety, training, dispatch, etc.) to fully support and service District routes. This includes the contractor providing the appropriate amount of safety staff to support its drivers while out on the road to resolve student behavior, accidents or other issues.
6. Contractor must have a dedicated phone line or number for the District. This number should not be shared with other schools or school districts that the contractor services.
7. Contractor must notify the District when a student does not ride for a number of consecutive days, as specified by the District.
8. Vehicles used must be equipped with District window signs, located in the second right side window, indicating the name of the runs assigned to the vehicle.
9. 'Second Chance Bus'- GPS data must show their vehicle was at a stop within the scheduled timeframe, otherwise the contractor is responsible for providing a 'Second Chance Bus' to transport the student to or from school. Contractors will be notified by District Communications Center staff and/or Transportation Dispatch staff when a 'Second Chance Bus' is needed. Service must be provided as quickly as possible to limit the amount of time a student is absent from their school day.
10. Failure to follow any of these service level expectations will result in corrective action. Contractors will receive written notification of issue with timeline to correct. Escalation of corrective action may include fines and the loss of routes.

Section II: Operations

1. In the event of a Type III Vehicle breakdown, the contractor must notify the District and include vehicle's current location, run name and if students are on board.
2. Contractors must immediately notify the District of all accidents/incidents involving Type III Vehicles (personal injury and/or property damage accidents) operated for the District and provide a completed accident report within 24 hours. Contractors must follow established procedures for reporting results of accident investigations. Failure to comply may result in loss of the route.

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3. Contractors must immediately notify the District of all complaints and allegations involving Type III vehicles drivers and/or personnel and provide a completed incident report within 24 hours. Failure to comply may result in loss of the route.
4. The District reserves the right to modify its daily transportation schedule for services to accommodate severe weather and other events that are out of its control in order to allow students the opportunity to attend school. This may include delayed late start time schedules and early dismissal time schedules. The Contractor must have a clear communication plan to inform drivers and staff in order to execute these changes as they occur.
5. In the event that the contractor is unable to perform service for the District due to any labor dispute between the contractor and its employees, or, if for any reason the contractor is unable to perform the service, then the District reserves the right to permanently reassign any or all routes to other contractors, to itself, or both.
6. Contractor shall have in place and accept all liability for the shredding and disposal of all documents containing student data that includes, but is not limited to, students' names, addresses, schools, and or assigned bus stop information as soon as the documents are no longer needed.
7. Contractor must participate in the District's Accident Review Panel and provide a copy of all motor vehicle accidents to the Accident Review Panel.

Section III: Technology

1. Contractors must have GPS units installed and operational in all vehicles providing service to the District. Contractor must provide the District access to GPS data on an on-going and uninterrupted basis.
2. Contractor must have dual-facing cameras installed and operational in all vehicles providing service to the District. Contractor must provide the District access to the camera system.

Section IV: Type III Vehicles

1. **Type III Vehicles:**
    A. Type III Vehicles are restricted to vehicles having a maximum manufacturer's rated seating capacity of 10 or fewer people, including the driver, and a gross vehicle weight rating of 10,000 pounds or less.
    B. Type III Vehicles must not be outwardly equipped and identified as a type A, B, C, or D school bus. A van or bus converted to a seating capacity of ten or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. **Condition of Type III Vehicles:**
    A. Vehicles shall be maintained in good operating order and all equipment shall function properly as required by state law. The interior, exterior, and windows of a vehicle shall be kept clean. Each vehicle shall be swept daily, and the floor and rear windows shall be cleaned daily.
    B. Contractor shall provide an adequate capability for maintenance of the size of the vehicle fleet and maintenance program.
3. **Inspection of Type III Vehicles:**
    A. Contractor shall have all vehicles inspected by the Law Compliance Representatives (LCR) of the Minnesota State Patrol annually as is required by state law. Contractor shall furnish the District with a copy of the summary of all of the annual and all or any periodic motor vehicle inspection reports prepared by the Minnesota State Patrol showing the inspection sticker that has been attached to each vehicle. Such forms shall

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be furnished immediately upon the completion of inspection by the Minnesota State Patrol.

B. In addition to the State Patrol inspection, a special inspection of Type III vehicles may be conducted by District personnel. Corrective action shall be taken by the contractor as set forth in the inspection report.

Section V: Drivers

1. Contractor must provide notice to the District of new drivers prior to the driver being assigned to or driving a District route.
2. Prior to the beginning of the school year, contractor shall provide a list of drivers with relevant information to the District. The list shall include all drivers that may provide service to District routes.
3. The Contractor must obtain a copy of the applicant's driving record prior to hiring.
4. Driving records must be checked at least two times during a school year, September 15 and January 15, and copies of the records shall be available to the District on demand. The cost for record checks shall be the contractor's responsibility.
5. The District may request a driver license examination of any of their drivers.
6. The Contractor must have a drug and alcohol testing program as prescribed by the US Department of Transportation 49 CFR Part 382 *et seq.* Records must be made available to the District for inspection.
7. **Driver Operating Requirements**
    A. Drivers must have a current route copy, become familiar with the route and adhere to the time schedule. Driver must make all stops on the route. No unscheduled stops are allowed.
    B. Contractor must provide each driver with a photo ID card and driver is required to have the ID on their person while assigned to a District route.
    C. Driver must be trained in District policies and procedures prior to providing service to the District.
    D. Driver is responsible for maintaining a safe and positive transportation experience for all students. Drivers shall adhere to guidelines for student bus safety rules and discipline procedures as provided by the District.
    E. Driver must ensure that only those authorized by the District be permitted to ride in the vehicle.
    F. Driver must cooperate with the District in conducting periodic evacuation drills as set forth by state law.
    G. Driver must remain in their assigned vehicle or at the entrance door of their assigned vehicle during all loading and unloading operations.
8. **Driver Training**
    A. Contractor must provide a copy of all driver training programs to the District and certify in writing that each driver operating for the District has successfully completed the prescribed program.
    B. Contractor driver and supervisory staff must participate in the District in-service meetings which are held throughout the school year.
    C. The District will be allowed to participate in contractor's monthly safety meetings.

Section VI: Billing

1. Using the routing system, the District will provide contractors with a preliminary billing statement for all completed work.

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2. Contractors are responsible for reviewing the preliminary billing statement and submitting an invoice to the District for payment and processing. Invoices must follow the District's required format.
3. Contractor invoices will be paid on a 2-week billing cycle.
4. After year two of the contract, year over year rates will be negotiated between District and Contractor, not to exceed inflationary amounts represented in the Consumer Price Index (CPI) from the previous 12 months of available data.
5. Compensation for Non-Calendared School Closures: Minneapolis Public Schools may in its sole discretion, cancel school or close any building for any reason, which includes but is not limited to inclement weather and public health emergencies. In the event of cancellation or closure, the District will pay the Contractor 50% of the anticipated contracted fees. If the district determines to make up the closed school day, the district will pay the Contractor the remaining 50% for the make-up day. The Contractor will compensate its employees who were scheduled to work for the same hours they would have worked if the District did not cancel school or close any buildings.

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APPENDIX 8
MPS Sample Contract

CONTRACT FOR SERVICES

($25,000+)

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

1 *TERM OF CONTRACT*

1.1 This Contract is effective on «EffectiveDate» or the date of the last signature of the parties, whichever is later, and shall remain in effect until «OriginalExpirationDate», or until all obligations set forth in this Contract have been satisfactorily fulfilled, or the Contract has been terminated, whichever occurs first. Contractor shall have a continuing obligation, after said Contract period, to comply with any provision of this Contract intended for District's protection or benefit, or that that by its sense and context, is intended to survive the completion, expiration or termination of this Contract.

1.2 Contractor understands that NO WORK SHOULD BEGIN UNDER THIS CONTRACT until all required signatures on this Contract have been obtained and the Contract has been authorized and/or approved by the District's Board. Any work performed by Contractor prior to such time shall be considered as having been performed at Contractor's OWN RISK and as a volunteer.

2 SCOPE OF WORK

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

3 CONSIDERATION AND TERMS OF PAYMENT

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

3.1 ***Total Obligation.***
District's total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed $«ContractValue». Contractor shall not 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 bi-weekly 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

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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,

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recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

6 BACKGROUND CHECKS

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

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

7 DATA PRIVACY

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

8 OWNERSHIP OF MATERIAL

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

9 USE OF DISTRICT NAME OR LOGO

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

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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

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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

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.

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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; 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,

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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.

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
«ContractGroupCO»
Attn: Dept. Manager First and Last Name
1250 W. Broadway Ave.
Minneapolis, MN 55411
Email:
Fax:

«CompanyNameVC»

Attn:_____

Address: _____

Email: _____

Fax: _____

23 ACKNOWLEDGMENT

23.1 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.

23.2 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.

24 NON-WAIVER

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

25 ASSIGNMENT

25.1 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.

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

26.1 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.

27 WARRANTY

27.1 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

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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.

28 SEVERABILITY

28.1 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.

29 SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1

By: _____

Name: «DistrictSigner» «DistrictSignerLast»
(Printed)

Title:_____

Date: _____

«CompanyNameSigBlock»

By: _____

Name:_____
(Printed)

Title:_____

Date: _____

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EXHIBIT A: SCOPE OF WORK

Description of Services and Service Delivery

«Description»

Service Outcome

«DeliverablesOutcomes»

Method of Evaluation

«MethodOfEvaluation»

EXHIBIT B: PAYMENT TERMS

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