Request for Proposal (RFP) for a Cloud-Based Enterprise Resource Planning (ERP) SaaS Solution

RFP 27-02

Minneapolis Public Schools, Special School District No. 1
1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533

Issued: 9/10/2026

> **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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1. Opportunity Overview

Minneapolis Public Schools, Special School District No. 1 ("MPS" or "the School District"), is seeking proposals for a cloud-based Enterprise Resource Planning (ERP) Software-as-a-Service (SaaS) platform supporting Finance, Human Resources, Payroll, Position Control, Time and Attendance, Budgeting, Reporting, and Workflow Management. MPS will continue utilizing Infinite Campus as its Student Information System (SIS).

The proposed ERP solution must be robust, secure, and recognized as an approved solution by the Minnesota Department of Education (MDE) for integration with MDE's UFARS data reporting, and must maintain required cybersecurity, privacy, and insurance coverages.

Throughout this RFP, **vendor** refers to any organization that submits, or intends to submit, a proposal in response to this solicitation.

About Minneapolis Public Schools

MPS 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 school district's budget, curriculum, personnel, and facilities. Students speak 90 different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. MPS covers more than 70 school programs at 65 sites, with approximately 29,900 students and 3,200 teaching staff.

Submission Process

Intention to Submit and Conflict of Interest Certification. Prospective vendors are encouraged to submit Appendix 1 (a) Intention to Submit a Proposal, to RFX@mpls.k12.mn.us by 9/17/2026. Failure to submit an Intention to Submit will not preclude a vendor from submitting a proposal. Vendors are also requested to complete Appendix 1(b), Conflict of Interest Certification, as part of the proposal process.

Questions. All questions about the RFP shall be submitted by email to RFX@mpls.k12.mn.us by end of day 9/24/2026. MPS will provide written responses to questions from prospective vendors no later than 10/1/2026. After receipt of all questions, a response addendum will be emailed to all known participating vendors and posted to the MPS Procurement webpage. After 9/24/2026, no questions or inquiries will be allowed.

Unauthorized Contact. Any unauthorized contact with any other MPS official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the vendor.

Proposal Submission. Proposals will be received electronically until **10/22/2026 at 11:59pm Central Time** by emailing your proposal documents to RFX@mpls.k12.mn.us. Late proposals shall not be accepted. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline.

Proposal Content Requirements

Submissions should include:

- **Submission Worksheet.** Vendors shall submit their proposals upon the Submission Worksheet included with the specifications. The MPS Board of Education reserves the right to accept or reject any or all proposals or parts of such proposals and waive any formalities or irregularities in the proposal process.
- **Proposal.** Proposals should address all requirements and points of interest outlined in this RFP document, including complete responses to the General Business Information questions in Section 6.
- **Organization Information Cover Page** (Appendix 2).

2. Process Timeline

Event/Milestone	Date
Release of Documentation	Sep 10, 2026
Requested Intention to Submit	Sep 17, 2026
Deadline for vendor questions	Sep 24, 2026
Responses to questions issued	Oct 1, 2026
Proposal Deadline	Oct 22, 2026
Finalists selected and notified	Oct 29, 2026
Finalist presentations and product demonstrations	Nov 9 – Dec 15, 2026
Review and School Board Recommendation	Early Jan, 2027
Contract completion/award	Jan, 2027
Implementation begins	Following contract execution

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3. Evaluation and Selection Criteria

MPS will evaluate each individual item and may choose to award any combination of items to vendors who submit proposals. Contracts will be awarded after confirmation by MPS of the vendor's ability to comply with all requirements called for in the general provisions and specifications. MPS reserves the right to evaluate all proposals and determine whether the School District's specifications and requirements are satisfied and to award contracts as MPS determines to be in its best interest.

The RFP Evaluation Committee will include, at minimum, one member from at least two departments. The Evaluation Committee shall first evaluate all proposals to determine which meet the minimum service and 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. The Evaluation Committee may contact references supplied in vendor proposals, and findings from these inquiries will be included in the assessment. Only proposals that meet the minimum requirements will be considered for further evaluation and scoring against the rubric below.

Finalists will be invited to provide product demonstrations and, if required, respond to one or more specific scenarios and/or provide a proof of concept. This is a mandatory meeting for the finalists selected. Finalist demonstrations, scenarios, and/or proof-of-concept activities are

intended to validate and clarify information contained in the vendor's written proposal. Demonstrations will not constitute a separate evaluation category or alter the published evaluation criteria or weights. Evaluators may revise scores within the published evaluation categories based on information confirmed, clarified, or demonstrated during the finalist process.

Evaluation Point Description	Weight (%)
Functional ERP Fit	20%
Data Ownership and Transparency	15%
Total Cost of Ownership	22%
Security and Compliance	18%
Support and Training	10%
Implementation Strategy and Plan	10%
Minnesota School District References	5%

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4. Terms and Conditions

A. Eligibility and Compliance with Federal and State Law: Vendor must assure MPS that they have complied with all applicable federal and state laws, regulations, and rules.

B. General Criteria for Award: After taking into consideration conformity with the specifications, timelines, and other conditions imposed in the call for proposals, an award shall be made to the vendor whose proposal best meets the requirements of the RFP. Notwithstanding any other provision of this RFP, MPS reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest cost vendor. MPS may consider, at its sole discretion, any alternative proposal.

C. Form of Proposals: The proposal should be submitted on the form prescribed by MPS, a sample of which is contained in these specifications.

D. Vendor Qualifications: MPS reserves the right to refuse to consider the proposal of a vendor who is not known to be reliable, skilled, and regularly engaged in providing the service and/or goods described in the request. In addition, MPS may require any vendor to provide evidence satisfactory to MPS of the vendor's financial responsibility and ability to efficiently, economically, and satisfactorily perform the services and/or deliver the goods required by MPS.

E. Rejection of Proposal: In addition to grounds for rejection stated elsewhere in law or in these specifications and conditions, MPS may reject a proposal if:

1. The vendor fails to provide evidence reasonably requested.
2. The vendor misstates or conceals any material fact in their proposal.
3. The proposal submitted is conditional.
4. The proposal contains a material omission or is materially incomplete.

F. Proposal Modifications and Clarifications: Proposals may be modified or corrected by the vendor prior to the proposal submission deadline. After the proposal submission deadline, vendors may not make unsolicited changes or corrections to their proposals. MPS may request clarification of a proposal, provided that such clarification does not result in a material change to the proposal.

G. Identical Low Proposals: In the case of identical low proposals from two or more vendors, the Board may at its discretion utilize negotiated procurement methods with the tied low vendors for that particular transaction, so long as the price paid does not exceed the original proposal.

H. Single Proposal: In the case where only a single proposal is received, the Board may, at its discretion, negotiate a mutually agreeable contract with the vendor so long as the price paid does not exceed the original proposal.

I. Withdrawal, Effective Period, and Award Deadlines: A proposal may be withdrawn prior to the submission deadline by means of a written request signed by the vendor or its properly authorized representative and delivered to RFX@mpls.k12.mn.us. No vendor may withdraw a proposal after the proposal deadline without the consent of the MPS Board of Education. Proposals must state the period for which the proposal shall remain in effect. Such period shall not be less than 120 days from the proposal date.

J. Award Options: MPS reserves the right to:

1. Award this contract in part or whole to a single vendor, or by service area, whichever is deemed most advantageous to MPS.
2. Reject any or all proposals.
3. Award the contract based on the investigation of vendors, as well as acceptance of alternates, all of which MPS deems to be in its best interest.
4. Waive informalities or minor irregularities in proposals and waive minor irregularities or discrepancies in RFP procedure.
5. Render the sole decision in matters of interpretation of all terms and conditions.

6. Consider, in determining the successful vendor, the quality, suitability, and adaptability of the item(s) to be purchased for the use for which it is intended, in addition to the RFP process.

K. Collusion: Collusion is grounds for proposal rejection of all collusive vendors.

L. Title IX Compliance Notice and Non-Discrimination Policy: MPS strictly adheres to Minnesota Statutes section 181.59, Discrimination on Account of Race, Creed, or Color Prohibited in Contract, for the contracts it will enter into. During the performance of this contract, the vendor agrees that it shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination. Vendors shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statutes Chapter 363A
- The Equal Employment Opportunity Act of 1972
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- The Job Training Partnership Act of 1982

M. Equal Opportunity: It is the policy of MPS, in compliance with current federal and state statutes and regulations, and in recognition of its obligation to provide equal opportunity for education and employment for all persons within its jurisdiction, not to discriminate on the basis of sex, race, religion, color, national origin, economic status, disability, age, or marital status in any of its educational programs or personnel practices. Title IX prohibits school districts from conducting business with any contractor or vendor not complying with Title IX requirements.

N. Requirements for Onsite Service Providers: Vendor employees and contractors who will be providing services on MPS premises must have been subject to a state and federal criminal background check and drug/chemical screening within the past 18 months. The vendor shall conduct criminal background checks in accordance with state and federal law and MPS policy for all paid and volunteer employees and agents who will have direct contact with children under the resulting contract, including but not limited to Minn. Stat. sections 299C.61 to 299C.64 and Minn. Stat. section 123B.03.

O. Insurance Requirements: Vendors may be required to provide proof of insurance as requested by MPS. Coverage levels described below should be considered **minimum** requirements.

Insurance	Description	Coverage	Aggregate
Workers' Compensation	State Statutory Employer's Liability	$500,000	n/a
Comprehensive General Liability (including Premises-Operations, Independent Contractor's Protective, Products and Completed Operations, Broad-Form Property Damage)	Bodily Injury, Property Damage, Combined Single Limit	$1,000,000 each occurrence	$1,500,000 aggregate
Blanket Contractual Liability	Bodily Injury, Property Damage, Combined Single Limit	$1,000,000 each occurrence	$2,000,000 aggregate
Blanket Contractual Liability	Personal Injury, with Employment Exclusion Deleted	$1,000,000 each occurrence	$2,000,000 aggregate
Comprehensive Automobile Liability	Bodily Injury, Property Damage, Combined Single Limit	$1,000,000 each occurrence	$2,000,000 aggregate

The successful vendor will also be required to meet the insurance requirements set forth in the MPS Sample Contract (Appendix 3), including naming MPS as an additional insured on applicable coverages.

P. Non-Waiver of Specifications and Conditions: Failure or neglect of MPS to require compliance with any term, condition, or specification shall not be deemed a waiver of the same.

Q. Terms of Payment: Payments will be according to Minnesota Statutes section 471.425, currently providing for payment within 35 days after receipt of the merchandise or the invoice, whichever occurs later. Nothing in the vendor's proposal, quote, contract, or invoice will override this provision.

R. Prompt Payment to Subcontractors: The contract shall comply with Minnesota Statutes section 471.425 regarding prompt payment to subcontractors, or the specifications, whichever are most stringent. Section 471.425 requires the prime contractor to pay any subcontractor or supplier within 10 days of the prime contractor's receipt of payment from the municipality for undisputed services or supplies provided by the subcontractor or supplier. Refer to the statute for additional information.

S. Taxes: No direct charge may be made for federal, state, or municipal sales and excise taxes for which MPS is exempt. The proposed price shall not include the amount of any such tax. MPS is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statutes section 297A.70. Individual exemption certificates will be furnished upon request if needed by successful vendor(s) to reclaim such charges.

T. Confidentiality and Public Access to Proposals: All materials submitted in response to this RFP will become the property of MPS. All documents, materials, and information supplied to the School District are subject to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13. Pursuant to section 13.591 subdivision 3(b), virtually all information submitted is considered public after contract negotiation is complete 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.

U. Cost Incurred in Responding: This solicitation does not commit MPS 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.

V. Contract Negotiations, Award, and Form of Contract: Negotiations may include all aspects of services and fees. After a review of the proposals and finalist presentations, MPS intends to enter into contract negotiations with the selected vendor(s). If a contract with the selected vendor is not finalized within 90 days, MPS reserves the right to open negotiations with the next ranked vendor(s). The selected vendor(s) shall be required to enter into a written contract with MPS in a form approved by legal counsel for the School District. A sample MPS contract is attached as Appendix 3. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The following order of precedence shall apply: (1) the contract and its exhibits, (2) this RFP, and (3) the vendor's response to this RFP. MPS has no liability to any vendor participating in this RFP process prior to when the authorized School District signer signs a contract with that vendor.

W. Contract Term: It is the intent to award the contract(s) for an initial five-year period with the option to renew for two one-year periods, for a possible total contract term of seven years. The decision to renew the contract(s) will be at the sole discretion of MPS and agreed upon by both parties. Vendors must agree to state the contract fees, including maximum percentage increases, for the possible seven-year contract term. (See section 8.4) Any subsequent fee change requires written notice to MPS 90 days in advance and is subject to negotiation and approval by MPS.

X. Assignment: The successful vendor 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 MPS.

Y. 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 School 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 MPS would adversely affect its interest, or a change to the structure of the proposing vendor such as a spin-off or merger which materially affects the terms of the agreement. MPS may terminate the agreement without cause with a 90-day notice. MPS may terminate the agreement with cause with a 30-day notice.

Z. Data Privacy and Student Data: The vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates in the course of its performance, which concerns the personal, financial, or other affairs of MPS, 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 MGDPA, Minnesota Statutes Chapter 13, and the Family Educational Rights and Privacy Act (FERPA). The vendor must comply with applicable MGDPA requirements as if it were a governmental entity, and the remedies in Minn. Stat. § 13.08 apply to the vendor. No educational data created, received, maintained, or disseminated by the vendor shall become or be considered property of the vendor. The vendor shall be considered a "technology provider" for purposes of Minn. Stat. § 13.32 and shall abide by all requirements and restrictions of that section, including prohibitions on using educational data for any commercial purpose. The successful vendor will be required to execute the Student Data Privacy exhibit included in the MPS Sample Contract (Appendix 3).

AA. Digital Accessibility: The vendor shall ensure all digital products and services, including software, websites, web apps, mobile apps, integrations and plug-ins, electronic documents, forms, and multimedia, comply with WCAG 2.1 Level AA standards and any other applicable accessibility requirements imposed by federal, state, or local laws or regulations, including ADA Title II (28 C.F.R. Part 35) and Sections 504 and 508 of the Rehabilitation Act of 1973. The vendor shall provide an Accessibility Conformance Report (VPAT/ACR) and testing results upon delivery and upon request. The successful vendor will be required to execute the Digital Accessibility Compliance Rider included in the MPS Sample Contract (Appendix 3).

BB. Conflict of Interest and Code of Ethics: The vendor agrees to be bound by the MPS Code of Ethics. The vendor certifies that it has not paid kickbacks directly or indirectly to any

MPS employee for the purpose of obtaining this or any other MPS contract, agrees to cooperate fully with any investigation involving a possible violation, and agrees to report any suspected violations to MPS. All vendors are required to complete the Conflict of Interest Certification (Appendix 1 (b)). If the certification is not submitted with the vendor's proposal, MPS reserves the right to request the completed certification during the evaluation process. Failure to provide the certification upon request may result in disqualification.

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5. Requirements and Points of Interest

5.1 General System Requirements

The proposed solution must:

1. Be fully SaaS hosted

2. Require no School District-hosted infrastructure

3. Support role-based security

4. Support multi-factor authentication

5. Support single sign-on (SSO) via SAML or OIDC

6. Provide comprehensive audit logging

7. Provide configurable workflow automation

8. Provide API-first architecture

9. Support mobile devices

10. Support unlimited historical data retention

5.2 Experience Requirements

Vendor shall provide a complete list of current or former Minnesota school district ERP clients with at least 500 permanent employees since January 1, 2021, including:

- District Name
- Go-Live Date
- Modules Implemented
- Termination Date (if applicable)

5.3 Functional Requirements

Function	Required Capabilities
Finance	General Ledger, Budgeting, Accounts Receivable, Accounts Payable, Purchasing, Asset Management, Grants Management, Bank Reconciliation, Financial Reporting
Human Resources	Employee Records, Position Control, Master Data Auditing, Classification Management, Benefits Administration, Recruiting, Onboarding, Performance Management, Payroll
Payroll	Payroll Processing, Tax Management, Direct Deposit, Garnishments, Leave Tracking

5.4 Security

Description	Points of Interest
SOC 2 Type II	Current System and Organization Controls (SOC) 2 Type II report, including: date of audit, auditing organization, scope of certification, summary of findings
Cybersecurity Incident Disclosure	For each cybersecurity incident within the last five years; date, nature of event, impact, number of clients affected, remediation actions. ***Failure to disclose known incidents may result in disqualification.***
Security Practices	Secure code review, dependency scanning, vulnerability testing, penetration testing

5.5 Infrastructure and Hosting Architecture

Description	Points of Interest
Hosting Environment	Cloud provider(s), data center locations, geographic redundancy
Database Architecture	Database platform, replication strategy, high availability design
Backup and Recovery	Backup frequency, retention schedule, Recovery Point Objective (RPO), Recovery Time Objective (RTO)
Disaster Recovery	DR architecture, failover process, testing schedule

5.6 Application Development and Deployment Practices

Description	Points of Interest
Source Code Management	Repository platform, ownership, branching strategy

Description	Points of Interest
Deployment Process	Development environment, test environment, production environment, release process
Change Management	Release schedule, emergency release process, rollback procedures

5.7 Sub-Processors

Description	Points of Interest
Current Sub-Processors	Company name, service provided, data shared, storage location, security certifications
Requirements/Standards	Data transmission methods, encryption standards, monitoring controls, vendor risk management procedures

5.8 Data Ownership and API Access

Requirement: MPS shall retain full ownership of all data.

Description	Points of Interest
Required Features	MPS shall retain full ownership of all data. Unrestricted access to all School District-owned data. Ability to export data at any time. No restrictions on third-party integrations. Ability for MPS to grant API access to any third-party vendor.* ***Third-party vendor must meet reasonable security requirements.***
APIs	API documentation, rate limits, authentication methods, export capabilities

5.9 Integrated Time Clock

Description	Points of Interest
Integrated Time Clock	Mobile capabilities, geofencing, supervisor approvals, payroll integration, reporting capabilities, hardware requirements

5.10 Implementation Plan

Description	Points of Interest
Management	Project Manager (MPS's primary point of contact), support team, number of Minnesota-based support staff, number of ERP-dedicated support staff

Description	Points of Interest
Implementation Plan	Key milestones and deliverables, data migration strategy, testing strategy/plan, cutover plan
Post-Implementation Plan	Changes to contacts for support, process to report bugs, process to request training

5.11 Support

Description	Points of Interest
Staffing	Number of support personnel, number of Minnesota-based support staff, number of ERP-dedicated support staff
Performance Metrics	Average response time, average resolution time, escalation process, service level agreement (SLA) commitments
Onsite Support	Provide onsite support, conduct training, assist with major incidents
Support Platform	Customer portal, ticketing system, knowledge base, service status monitoring

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6. General Business Information

Each response should be clearly numbered with the full question listed (e.g., Section 6, A. General Business Requirements, Question #1).

A. General Business Requirements

1. Provide a general overview and brief history of your company, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.
2. Describe your policy on changing the account manager on an account in the event MPS asks for a different representative, or if the change is at your discretion.
3. Do you have any existing or potential conflict of interest, direct or indirect, with MPS? If yes, state the potential conflict of interest.
4. Within the past 7 years, have you been or are you currently involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.

5. In the past 7 years, have you experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.

6. List any contracts or business arrangements currently and/or formerly in place between your company and MPS.

7. Provide four current (no more than 3 years old) K–12 preferred references in Appendix 5. If K–12 are not available, provide non K–12 customer references.

B. Qualifications and Experience

1. Describe your experience in providing an ERP solution for other school districts. If unable to provide for a school district, describe the experience for another company.

2. Describe the most significant challenge you faced in the past 2 years pertaining to the services in this RFP and the actions/steps you took to address the challenge.

3. Describe your most important success in the past 2 years pertaining to the services in this RFP.

4. Describe your most important success in the past 2 years as a company.

5. List your top three competitors and describe where you have a competitive advantage over each.

6. What are you doing to stay competitive in the market?

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

1. One of the School District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support vendors who support and exhibit equity and diversity in many different areas. Explain specifically how you support and demonstrate this MPS value in regard to Supplier Diversity and Employee Diversity.

2. Are you certified, through a formal certification process from a Diverse Supplier organization (e.g., MMSDC, WBENC, Quorum, etc.) or 51% owned or controlled by an individual who represents a diversity category? If yes, state which one.

3. If yes, provide a copy of your certification documentation. If yes, but you do not have a certification document, state that here. MPS will also accept a notarized letter of affidavit.

4. Does your company subcontract to Diverse Suppliers? If yes, provide your annual spend with subcontracted Diverse Suppliers. Do you plan on using subcontracted Diverse Suppliers in the provision of the services specified in this RFP?

5. One of the School District's values is community engagement and involvement. Describe, in detail, and provide some examples of how you support this MPS value.

6. One of the School District's values is sustainability. Describe, in detail, and provide some examples of how you apply sustainable practices to your operations (e.g., hybrid or eco-friendly fleet, sustainably sourced supplies, etc.).

D. Business Ethics

1. How do you protect confidential employee and customer information in compliance with applicable privacy legislation?

2. Provide details of where all system processing will be performed and data stored, including information regarding your data practices and procedures for ensuring confidentiality.

3. Describe your process for conducting background and reference checks on new hires, including criminal checks, and providing that information to school districts.

E. Service Level Expectations

1. Describe your efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.

2. Describe in detail your contingency plan for working around problems which may arise as a result of providing your services.

3. What contract cancellations or non-renewals have you experienced over the last 5 years? Explain.

4. State your staff turnover rate for the last 3 years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to Minneapolis Public Schools?

5. What turnover has your company experienced at the executive level over the last 3 years?

6. Describe your organizational structure, including how many account managers, project managers, and technical engineers you have. Include an organization chart to illustrate.

7. Who will be the main point of contact for MPS?

8. What are the hours of operation for your customer service and technical support?

9. A sample MPS contract is attached in Appendix 3. This contract is included to provide a sample of the level of service that will be required by MPS. MPS and the successful service provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:

a. What existing policies or suggestions do you have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service, etc.)?

b. Explain, in detail, your complaint escalation process if the contract is in breach.

F. Fees and Costs

1. Describe in detail your fee structure and additional costs, if any, utilizing an additional spreadsheet/document. Label this "Appendix 4." The summary breakdown should clearly delineate initial costs vs. ongoing costs. Estimated costs should include but not be limited to:

a. Initial costs, recurring costs, miscellaneous costs

2. Identify and describe any and all other fee-based related services that you offer.

3. Provide complete details of your pricing methodology.

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

G. Reporting

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage reporting and audit trail with the ability to sort and categorize information. Are you capable of providing the level of detail MPS requires, as described above? Provide an example of this in your response.

2. Is your reporting information available via hard and digital copy formats?

3. Describe in detail your capabilities to provide ad hoc reports.

H. Billing and Payment

1. Do you have automated invoicing and payment processes? If no, state below whether you are willing to transition to these methods for Minneapolis Public Schools invoicing.

2. What alternative payment and billing methods do you support, such as Automated Clearing House (ACH) transfers and credit cards?

3. MPS pays its vendors on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?

4. Do you offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, list the rebate or price discount.

5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.

6. List the different methods by which you are able to accept a Purchase Order (e.g., electronically, fax, phone, or mail).

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7. Submission Worksheet

7.1 Your Company

Field	Response	Field	Response
Company Name		**Contact Name**	
Address		**City**	
State		**Zip**	
Application Name			

7.2 Your Team

Role	Name	Title	Email
Account Manager/Executive			
Sales Manager/Supervision			
Implementation Manager			

7.3 Your References

District Name	Contact Name	Contact Title

7.4 Qualifiers and Certifications

Question/Data Point	Yes / No
Have you reviewed and agreed with all terms, conditions, specifications, and requirements as described?	
Is your application recognized as an approved solution by MDE for integration with MDE's UFARS data reporting?	
Do you certify you comply with FERPA?	
Do you certify you comply with the Children's Online Privacy Protection Act (COPPA)?	
Do you certify you comply with the Minnesota Government Data Practices Act, including Minn. Stat. § 13.32 requirements for technology providers?	
Do you certify your solution complies with WCAG 2.1 Level AA digital accessibility standards, and will you execute the MPS Digital Accessibility Compliance Rider?	
Do you certify you comply with all applicable Minnesota laws?	

7.5 General System Requirements

Question	Yes / No	Notes/Exceptions
Is your proposed application fully SaaS hosted (no School District-hosted software/infrastructure required)?		
Does your proposed application support role-based security?		
Does your proposed application support multi-factor authentication?		
Does your proposed application support SSO (SAML/OIDC)?		
Does your proposed application provide comprehensive audit logging?		
Does your proposed application provide configurable workflow automation?		
Does your proposed application provide API-first architecture?		
Does your proposed application support mobile devices?		
Does your proposed application support unlimited historical data retention?		

7.6 Functional System Requirements

Indicate whether your proposed solution addresses all of the functions listed in each row below. For any row where your answer is "Partial," attach a separate sheet to your response describing in detail your solution's ability to address each of the items listed.

Area/Section	Question	Yes / No / Partial
Finance	Does your proposed solution address all of these required functions? *General Ledger, Budgeting, Accounts Payable, Accounts Receivable, Purchasing, Asset Management, Grants Management, Bank Reconciliation, Financial Reporting*	
Human Resources	Does your proposed solution address all of these required functions? *Employee Records, Master Data Auditing, Classification Management, Position Control, Benefits Administration, Recruiting, Onboarding, Performance Management, Payroll*	
Payroll	Does your proposed solution address all of these required functions? *Payroll Processing, Tax Management, Direct Deposit, Garnishments, Leave Tracking*	

7.7 Submission Checklist

Area/Section	Question	Yes / No	Notes/Exceptions
Minnesota School District Experience	Have you included a report of all of your Minnesota school district ERP clients with at least 500 employees since January 1, 2021 including go-live date, modules implemented, and termination date (if applicable)?		
Security	Have you included a report disclosing all cybersecurity incidents in the last five years including date, nature of event, impact, number of clients affected, and remediation actions?		
Security	Have you included your current SOC 2 Type II report including date of audit, auditing organization, scope of certification, and summary of findings?		
Security	Have you included information about your security practices: secure code review, dependency scanning, vulnerability testing, and penetration testing?		

Area/Section	Question	Yes / No	Notes/Exceptions
Infrastructure and Hosting Architecture	Have you included information about your hosting environment: cloud provider(s), data center location(s), and geographic redundancy?		
Infrastructure and Hosting Architecture	Have you included information about your database architecture: database platform, replication strategy, and high availability design?		
Infrastructure and Hosting Architecture	Have you included information about your backup and recovery: backup frequency, retention schedule, RPO, and RTO?		
Infrastructure and Hosting Architecture	Have you included information about your disaster recovery: DR architecture, failover process, and testing schedule?		
Application Development and Deployment	Have you included information about your source code management: repository platform, ownership, and branching strategy?		
Application Development and Deployment	Have you included information about your deployment process: development, test, and production environments, and release process?		
Application Development and Deployment	Have you included information about your change management: release schedule, emergency release process, and rollback procedures?		
Sub-Processors	Have you included information about your current sub-processors: company name, service provided, data shared, storage location, and security certifications?		
Sub-Processors	Have you included information about your sub-processor standards and requirements: data transmission methods, encryption standards, monitoring controls, and vendor risk management procedures?		
Data Ownership and API Access	Have you provided information about how you meet the School District's required features: full MPS ownership of all data, unrestricted access to all School District-owned data, ability to export data at any time, no restrictions on third-party integrations, and ability for MPS to grant API access to any third-party vendor?		

Area/Section	Question	Yes / No	Notes/Exceptions
Data Ownership and API Access	Have you included information about your APIs: API documentation, rate limits, authentication methods, and export capabilities?		
Integrated Time Clock	Have you included details about the capabilities of your integrated time clock: mobile capabilities, geofencing, supervisor approvals, payroll integration, reporting capabilities, and hardware requirements?		
Implementation Plan	Have you included information about your implementation management team: project manager, support team, number of Minnesota-based support staff, and number of ERP-dedicated support staff?		
Implementation Plan	Have you included details about your implementation plan: data migration strategy, testing strategy/plan, and cutover plan?		
Implementation Plan	Have you included details about your post-implementation plan: changes to contacts for support, process to report bugs, and process to request training?		
Ongoing Support	Have you included details of your support staffing: number of support personnel, number of Minnesota-based support staff, and number of ERP-dedicated support staff?		
Ongoing Support	Have you included information about your support performance metrics: average response time, average resolution time, escalation process, and SLA commitments?		
Ongoing Support	Have you included details about your capabilities for onsite support: provide onsite support, conduct training, and assist with major incidents?		
Ongoing Support	Have you included information about your support platform: customer portal, ticketing system, knowledge base, and service status monitoring?		
General Business Information	Have you provided complete responses to all questions in Section 6 (A through H)?		
MPS Documents	Have you submitted Appendix 1(b) Conflict of Interest Certification?		

8. Proposed Pricing/Cost Estimates

The vendor's response must also contain all prices on a separate spreadsheet labeled "Pricing Information" (Appendix 4). Vendors choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another.

8.1 One-Time and Implementation Costs

Blank rows are provided for additional cost descriptions that aren't associated with the ones provided.

Description	Proposed Amount	Unit of Measure	Estimated Quantity	Fixed?	Notes
Project Management					
Solution Configuration					
Data Migration					
Integrations					
Testing					
Training					
Go-Live Support					
Travel and Expenses					

8.2 Professional Services Rate Card

Blank rows are provided for additional position descriptions that aren't associated with the ones provided.

Description	Amount/Rate	Unit of Measure	Minimum
Project Manager			

Description	Amount/Rate	Unit of Measure	Minimum
Functional Consultant			
Technical Consultant			
Integration Developer			
Trainer			

8.3 Annual Subscription Costs

Blank rows are provided for additional feature/module descriptions that aren't associated with the ones provided.

Feature/Module Description	Proposed Amount	Unit of Measure	Estimated Quantity	Fixed?	Notes
Financial Management					
Human Resources					
Payroll					
Employee Self Service					
Workflow					
Reporting/Analytics					

8.4 Proposed Year Changes

Year	Maximum % Increase to Subscriptions or Fees
1	
2	
3	

Year	Maximum % Increase to Subscriptions or Fees
4	
5	
6	
7	

---

9. MPS Appendix Documents

1. Appendix 1 (a): Intention to Submit a Proposal

2. Appendix 1 (b): Conflict of Interest Certification

3. Appendix 2: Organization Information Cover Sheet

4. Appendix 3: MPS Sample Contract *(includes Exhibit C: Student Data Privacy and Exhibit D: Digital Accessibility Compliance Rider)*

5. Appendix 4: Pricing Information

6. Appendix 5: References

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 vendors complete the following form and return it by email to Procurement at RFX@mpls.k12.mn.us.

Field	Response
Business Name	
RFP Point of Contact	
RFP Contact Email	
Physical Address	
Mailing Address	
Phone #	
Fax #	
Diverse Organization? If no, select "None of the Above." If yes, select which classification: Disadvantaged Business Enterprise, LGBTQ+, Veteran Owned, Woman Owned and Controlled, Minority Owned and Controlled, Service Disabled Veteran, Nonprofit, None of the Above	

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

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

Vendor Name (Print name): _____

Signature of Authorized Individual: _____

Printed Name of Authorized Individual: _____

Printed Title of Authorized Individual: _____

Date: _____

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 vendors 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.

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? Yes ☐ No ☐
- **b.** If yes, 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? Yes ☐ No ☐
- **b.** If yes, 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? Yes ☐ No ☐
- **b.** If yes, 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? Yes ☐ No ☐
- **b.** If yes, 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? Yes ☐ No ☐
- **b.** If yes, 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? Yes ☐ No ☐

b. If yes, 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? Yes ☐ No ☐

b. If yes, provide details: _____

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? Yes ☐ No ☐

b. If yes, provide details: _____

9. Subcontractors and Affiliates

a. Do you use any subcontractors or affiliates that may have a business relationship with Minneapolis Public Schools? Yes ☐ No ☐

b. If yes, 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? Yes ☐ No ☐

b. If yes, provide details: _____

11. Previous Disclosures

a. Have you previously disclosed any conflicts of interest to Minneapolis Public Schools? If so, provide an update on the status of those disclosures. Yes ☐ No ☐

b. If yes, provide details: _____

12. Compliance with Policies

a. Are you aware of and in compliance with the MPS Code of Ethics, including its conflict of interest policies and procedures? Yes ☐ No ☐

b. If no, 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? Yes ☐ No ☐

b. If yes, 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 vendor will be liable to refund any payments made by Minneapolis Public Schools for any executed contractual agreements.

Additionally, you agree to notify the School 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.

Vendor Name: _____

Authorized Representative: _____

Title: _____

Signature: _____

Date: _____

Appendix 2: Organization Information Cover Page

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

Appendix 3: MPS Sample Contract

The MPS Sample Contract for Services ($25,000+) is on the following pages. It is included to provide a sample of the level of service that will be required by MPS. Do not fill in the template. MPS and the successful service provider(s) will decide together on the final contract that will be used to manage their relationship.

The sample contract includes, among other provisions: term of contract, consideration and terms of payment, affirmative action and equal employment opportunity, background checks, data privacy (Minnesota Government Data Practices Act), ownership of material, use of School District name or logo, independent contractor status, insurance, indemnification, limitation on liability, conflict of interest/code of ethics, compliance with laws and debarment, termination, force majeure, return of data, records management, warranty, and the following exhibits:

- *Exhibit A: Scope of Services*
- *Exhibit B: Payment Terms*
- *Exhibit C: Student Data Privacy (required for contractors that create, receive, or maintain educational data)*
- *Exhibit D: Digital Accessibility Compliance Rider (WCAG 2.1 Level AA)*

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR SERVICES – $25,000 and above

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., a corporation under the laws of the State "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

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 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; 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.

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: _____

Name: Click or tap here to enter text.

(Printed)

Title: Click or tap here to enter text.

Date: _____

CONTRACTOR

Signature:

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

Title: Click or tap here to enter text.

Date: _____

EXHIBIT A: SCOPE OF SERVICES

Deliverables:

Click or tap here to enter text.

Service Outcome:

Click or tap here to enter text.

Method of Evaluation:

Click or tap here to enter text.

EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Click or tap here to enter text.

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

_____	_____
Signature	Name
_____	_____
Title	Date

EXHIBIT D: DIGITAL ACCESSIBILITY COMPLIANCE RIDER

1. Scope. Vendor shall ensure all digital products and services—including hardware, software, websites, web apps, mobile apps, LMS/course content, learning management systems and course shells, integrations and plug-ins, electronic documents, forms, and multimedia—comply with WCAG 2.1 Level AA standards. In addition, Vendor shall comply with any other applicable accessibility requirements imposed by federal, state, or local laws or regulations, whether currently in effect or enacted at any time in the future. If such legal requirements impose more stringent standards than WCAG 2.1 Level AA, those legal requirements shall govern and supersede the WCAG standard referenced herein.

2. NIMAS-Conformant Files. By agreeing to deliver any materials marked with "NIMAS" on this contract or purchase order, Vendor agrees to prepare and submit a NIMAS fileset to the National Instructional Materials Access Center (NIMAC) that complies with the terms and procedures set forth by the NIMAC (IDEA Title I, Part D, sec. 674(e)) within 60 days of the Effective Date of the Agreement. Vendor also agrees to mark up materials eligible for NIMAS submission that contain mathematical and scientific instructional content by using the MathML modular extension of the DAISY/NIMAS Structure Guidelines, as posted and maintained at the DAISY Consortium website (refer to the latest applicable version). If Vendor is a distributor of the materials and not the publisher, Vendor agrees to immediately notify the publisher of its obligation to submit NIMAS filesets of the purchased materials to the NIMAC. The files will be used for the production of accessible formats as permitted under the law for eligible students (IDEA Title I, Part B, sec. 612(a)).

3. Regulatory Alignment. Vendor acknowledges these obligations align with ADA Title II (28 C.F.R. Part 35) and Sections 504 and 508 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), requiring equal access for individuals with disabilities.

4. Minimum Features. Compliance includes, but is not necessarily limited to: Keyboard navigation; Alternative text for non-text content; Captions and transcripts for audio/video; Color contrast meeting WCAG ratios; and Accessible PDFs and structured documents.

5. Costs & Remediation. Vendor shall bear all costs for compliance and remediation. Upon notice of nonconformance by District, Vendor agrees to acknowledge notice of nonconformance in writing within 2 business days; submit remediation plan within 10 business days; and cure critical issues (as designated by District) within 10 days, major (as designated by District) within 30 days, minor (as designated by District) within 60 days.

6. Documentation & Testing. Vendor shall provide an Accessibility Conformance Report (VPAT/ACR) and testing results upon delivery and upon request. District reserves the right to audit at any time.

7. Enforcement. Vendor specifically agrees to defend and indemnify District against claims or enforcement actions arising from noncompliance. Failure to cure constitutes a material breach of this Agreement, and, in such event, District may immediately terminate the contract without penalty to the District and require pro-rata refunds.

8. Ongoing Compliance. Vendor shall maintain WCAG 2.1 AA compliance for all updates, patches, and third-party components. Obligations flow down to subcontractors.

9. Alternative Access. If strict conformance is an undue burden or fundamental alteration, Vendor shall provide effective, timely alternative access ensuring substantially equivalent ease of use.

Vendor Authorized Signature
Name / Title: _____
Date: _____

Appendix 4: Pricing Information

General Instructions

The vendor's response must contain all prices on a separate spreadsheet labeled "Pricing Information." Vendors choosing to propose more than one alternative must use a separate cost form for each of the sections of their respective proposals differing from one another. The cost tables in Section 8 of this RFP must be included in the pricing spreadsheet.

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

1. Initial costs, recurring costs, miscellaneous costs

Identify and describe any and all other fee-based related services that you offer.

Provide complete details of your pricing methodology.

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

Appendix 5: References

Use the space below to provide information about your references. See Section 6.A.7 for details.

Reference #1	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	

Reference #2	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	

Reference #3	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	

Reference #3	Response
# of students in the School District	
Number of school buildings	
Estimated number of employees	

Reference #4	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	