



# MINNEAPOLIS PUBLIC SCHOOLS

## Request for Proposal (RFP) for CWS Regional Sourcing RFP: 24-23

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.  
Minneapolis, Minnesota 55411-2533

[MPS Procurement](#)

Issued: March 11<sup>th</sup>, 2024

Submissions Due: April 15th, 2024

**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 Regional Sourced food stuffs to supply the nutrition program.

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 67 school programs at 65 sites, with approximately 27,500 students and 3,200 teaching staff.

The District intends to select several organizations to provide the necessary Regionally Sourced goods. To facilitate the submission and evaluation of proposals, this proposal provides additional background information regarding MPS that will be relevant to the proposal of Regionally Sourced food stuffs with a focus on:

- Fresh produce items grown within the five-state area of MN, WI, IA, SD, and ND from farmers and produce aggregators with more than \$1.5 million previous year gross sales.
- Animal proteins raised within the five-state area, processed in accordance with all state and federal rules for school food service, and offered by small- to medium sized farms and processors.
- Small to medium-sized food manufacturers based in the five-state area and entering or looking to enter the school nutrition marketplace.

**RFP Primary Objective 1:** Gain a thorough understanding of the product availability and applicability in order to select, implement and operate Regional Sourcing that will meet the needs of the district for the next year or more.

**RFP Primary Objective 2:** Gain a thorough understanding of the Regional Sourcing total proposed costs. Including but not limited to: goods costs, service costs and delivery costs

**RFP Primary Objective 3:** To select vendor partners that support our operational goals in developing regional sources for school nutrition service in general and the district specifically.

**B. Schedule of Proposal**

- |                            |                              |
|----------------------------|------------------------------|
| 1. Issue RFP:              | March 11th, 2024             |
| 2. Written Questions Due:  | April 1 <sup>st</sup> , 2024 |
| 3. Intention to Submit:    | April 1 <sup>st</sup> , 2024 |
| 4. Responses to Questions: | April 3 <sup>rd</sup> , 2024 |
| 5. Proposals Due:          | April 15th, 2024             |
| 6. Award bid – Selection:  | May 6 <sup>th</sup> , 2024   |
| 7. District Approval       | June 18 <sup>th</sup> , 2024 |
| 8. Implementation:         | July 1 <sup>st</sup> , 2024  |

**C. Mandatory Intention to Submit Proposals**

In order for your organization to receive updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete and submit

Appendix 1: Intention to Submit a Proposal by April 1<sup>st</sup>, 2024. This document can be emailed to [RFX@mpls.k12.mn.us](mailto:RFX@mpls.k12.mn.us). This will allow the District to provide timely information to interested parties. This document is a mandatory document, if this is not submitted by email by April 1<sup>st</sup>, 2024; the organization will not be able to participate in Regional Sourcing RFP 24-23.

**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 April 1<sup>st</sup>, 2024 to: [RFX@mpls.k12.mn.us](mailto:RFX@mpls.k12.mn.us). The District will provide written responses to questions from prospective Proposers no later than April 3<sup>rd</sup>, 2024 EOD. After April 1<sup>st</sup>, 2024, no additional questions or inquiries will be allowed.

**E. Changes to the RFP**

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

**F. Preparation of Proposal**

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered, and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. Proposal 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 proposal must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The proposal narrative for Section III-IV may not exceed 20 pages total, not including appendices. **Proposals exceeding the 20 page limit in Section III-IV will not be reviewed. There will be no exceptions.**
7. Some questions in this proposal 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 proposal, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: References, etc.).
8. All appendix materials (e.g., sample letters, curricula, lesson plans, progress reports, academic effectiveness data, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services 1a). **Although there is no page limitation for the Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the proposal.**
9. The proposal must be submitted in the appropriate order. Each part of the proposal should be separated with a section divider page listing the *title* of the next part of the proposal that is enclosed. All proposals 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 proposal not being reviewed and/or selected:
- a. Proposal 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 when required.
  - 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 Proposal is missing or incomplete.
  - e. The Proposal does not meet length, font, or other formatting requirements.

**G. 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 April 15<sup>th</sup>, 2024. Late proposals shall not be accepted. Electronic copies must be submitted to: [RFX@mpls.k12.mn.us](mailto: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.

**H. Withdrawal of Proposals**

A proposal may be withdrawn by the vendor prior to the date and time for submittal of proposals by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to [RFX@mpls.k12.mn.us](mailto:RFX@mpls.k12.mn.us).

**I. Evaluation and Selection Process**

1. The Regional Sourcing 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 Director of Culinary and Wellness Service. Potential participating committee members from departments could include, but not be limited to:
  - a. Culinary and Wellness Services
  - b. Procurement
2. Proposals, responses, and references will be included as the Evaluation Committee recommends a solution for the District. Upon approval from the authorized District signer on May 6<sup>th</sup>, 2024, 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 Regional Sourcing Evaluation Committee members will use

a rubric to evaluate the responses to the questions outlined in this RFP. The rubric is provided in Appendix 4

4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service/product requirements, without regard to price. This evaluation may, at the Evaluation Committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The Evaluation Committee can contact references supplied in vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists.
5. The Evaluation Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Evaluation Committee will evaluate and score the vendor with regard to the scoring.

**J. 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 submission due date.

**K. 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.

**L. Notifications of Unsuccessful Vendors**

The Evaluation Committee through the [Director of Payroll and Procurement, Girish Bhatnagar](#) shall notify all Vendors no later than the award recommendation and approval to proceed being placed on the School Board agenda on June 18<sup>th</sup>, 2024.

**M. Contract Negotiations**

Negotiations may include all aspects of services and fees. After a review of the proposals 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).

**N. Award of Contract**

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

The selected firm(s) may 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).

**O. Contract Term**

It is the intent to award the contract(s) for an initial one (1) year period with the option to renew it for up to three (3), one-year periods for a possible total contract term of four (4) 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 year. If the organization intends to revise its fee schedule after the initial one (1) -year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only by notice within 90 days of the contract expiration date. These fees are subject to negotiation and approval by the District.

**P. Disposition of and Public Access to Proposals**

All materials submitted in response to this RFP will become the property of the District. Pursuant to section 13.591 subdivision 3(b) of the Minnesota Statutes, virtually all information submitted is considered public and may be disclosed to third parties. The exception is trade secret information, as defined and classified in section 13.37 subdivision 1(b). Trade secret information should not be included in a response unless absolutely necessary.

**Q. 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.

**R. 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.

**S. Causes for Termination**

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



**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 Regional Sourcing, 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 67 school programs at 65 sites, with approximately 27,500 students and 3,200 teaching staff.

67 school programs include:

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

Growth projection: Stable

Superintendent: Dr. Lisa Sayles-Adams

Chief Financial Officer: Ibrahima Diop

Director Culinary and Wellness Services (CWS): Bertrand Weber

Director of Payroll and Procurement: Girish Bhatnagar

**B. Regional Sourcing Product/Service Goals**

Projected Yearly Value:

- \$300,000 in total, individual award to vary

Primary Components:

The proposed Regional Sourcing solution must include, but not limited to, the following components:

- ✓ Food stuffs in accordance with guidelines and specifically sought items as described later in this document
- ✓ Complete and accurate costs associated with those goods including delivery fees
- ✓ A distribution plan for operating either on a direct service model or willingness to work with MPS contracted distribution partners
- ✓ Confirmation of any licenses or credentials required to supply school nutrition programs as food vendor

**C. Culinary and Wellness Services Organization**

Culinary and Wellness Services Department Structure

- ✓ Department is led by Director Bertrand Weber
- ✓ Operates a central manufacturing and distribution facility supporting 67 school site operations as well as community partners. These sites operate as either heat and serve installations or full kitchens with scratch cooking ability.
- ✓ Minneapolis Public Schools is on a mission to improve meals and snacks offered from the perceived “traditional school lunch” of highly processed foods, to wholesome, healthy and fresh foods
- ✓ To this end the department maintains strict product requirements covering nutrition and ingredients, an expansive Farm to School program and fosters new and innovative ideas in the school food service field.
- ✓ Operates and supports a number of different programs including NSLP, CACFP, FFVP
  - Approximate Lunches Daily: 16,000
  - Approximate Breakfasts Daily: 10,000
  - Approximate Afterschool Snacks Daily: 5,000
  - Approximate Number of FFVP servings per week: 30,000
- ✓ Under Minnesota State Statute 471, the District is a member of the Minnesota School Food Buying Group (MSFBG). Additionally, the District reserves the right to joint purchasing under this Contract with St. Paul Public Schools.
- ✓ Operates under the Buy American provision

#### **D. General Description of Expected Services**

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

#### **E. Specific Expectation and Components to be Addressed by Response**

1. MPS Culinary and Wellness Services take great pride in being able to source a large volume and variety of raw and processed foods from the regional upper Midwest area to utilize in the program and serve nutritious meal to students.
2. The goal of this RFP is to provide the opportunity for growers, producers, and manufacturers to offer their products directly to the district in a clear and open format while giving the district the opportunity to expand regional purchasing and build supply chain partnerships with these vendors.
3. The primary groups being sought to submit proposals for this RFP are farmers and produce aggregators with more than \$1.5 million per year gross sales, small to medium sized animal protein farmers and producers, and small to medium food manufacturers entering or looking to enter the school nutrition marketplace. Geographically, proposers are sought from the 5 state area of Minnesota, Wisconsin, Iowa, South Dakota and North Dakota.

4. MPS serves dessert once each month during Minnesota Thursday, our special locally-sourced meal. Through this RFP we seek to discover new student-friendly dessert items.
5. As a primary focus of this RFP is supporting regional operations, products grown or raised in the 5 state area or made from ingredients grown and raised in that area are preferred.
6. As this a varied group of potential suppliers with a wide range of requirements and specific concerns, this RFP and its associated proposal narrative is separated into several sections that may not be relevant to every proposal. In those cases, it is understood the irrelevant portion will be skipped by the proposer.
7. As part of this RFP MPS is providing a list of sought products and specifications related to them as a guideline for submission. While these products are being specifically pursued in this RFP it is not a comprehensive list and can also serve as guideline for the types of items the department is interested in.
8. A product submission template is also provided and should be used when building your proposal narrative.
9. Due to the district's Culinary Center which operates as a food manufacturing facility and distribution center, MPS is able to work with a wider variety of potential vendors than many districts.
10. Direct deliveries will be to the Culinary Center at 812 Plymouth Ave N, Minneapolis MN 55411.
11. Purchases managed through a distributor will be handled by a contracted MPS distribution company.
12. In keeping with school nutrition service requirements, and the high volumes of meals served, MPS has stringent requirements for size and consistency on many products, especially preportioned items. Where needed these are detailed in the product specifications.
13. Related to volume, as demand is menu driven, it is often the case where MPS will require enough product to serve the entire district, 16,000+ servings, and then have no need for more until the next menu instance 4 or more weeks after.
14. While price is a significant component to evaluation of proposals, it is not the only one. MPS considers many different values and goals when determining the best selection. These different categories are noted in the evaluation matrix as part of this RFP.
15. Proposers of manufactured and complex processed foods (such as sausage) will be required to submit a specification sheet for each product detailing, at minimum, ingredients, nutrition facts, allergens, and physical product description. If relevant, a Product Formulation Statement is also preferred.
16. MPS follows the goals and standards laid out in the Ingredient Guide for School Purchasing: <https://ingredientguide.org/> . Proposed Products should fit these guidelines.

**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.
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. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
5. As the first appendix to your narrative, provide 3 current (no more than three years old) references, K-12 organizations preferred. If K-12 not available, provide non K-12 customer references. For each reference, provide the following information in this table format:

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Time period products were provided	
List of products supplied	
# of students in the School District	

**B. Qualifications and Experience**

1. Describe the experience of your organization supplying other school districts. If unable to provide for a school district, describe the experience for another company.
2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.
4. Describe your organization's most important success in the past 2 years as an organization.
5. 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 regard to Supplier Diversity and Employee Diversity.
2. Is your organization a certified, through a formal certification process from a Diverse Supplier organization i.e. MMSDC, WBENC, Quorum etc or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.
3. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.

4. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. I.e. Hybrid or Eco Friendly fleet, sustainable sourced moving supplies etc.

**D. Business Ethics**

1. How does your organization protect confidential employee and customer information in compliance with applicable privacy legislation?

**E. Service Level Expectations**

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.
2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.
3. Who will be the main point of contact for MPS?
4. What are the hours of operation for your customer service and technical support?
5. A sample MPS contract is attached in Appendix 5. 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 does your organization have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service etc.)?
  - b. Explain, in detail, your complaint escalation process if the contract is in breach.

**F. Fees and Costs**

1. Are there any other costs MPS can anticipate that have not been identified as part of your product submission?

**G. Billing and Payment**

1. Does your organization have automated invoicing and payment processes?
2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
3. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
4. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).

**H. Operational Challenge Responses**

1. Please explain briefly how your company responded to the disruptions caused by the Covid Pandemic and resultant issues with both supply chain and the labor force.
2. What changes have you made that make you better prepared to face such a situation in the future?

**SECTION IV: PROJECT SCOPE**

See section II. E. for project information and background related to questions in this section

**A. General Information**

1. Is your primary operation and/or sourcing area in the 5 state region of Minnesota, Wisconsin, Iowa, South Dakota and North Dakota?
2. Why are you interested in supplying MPS with food products to support our nutrition program?
3. In what ways will your product(s) provide for or enhance the high quality meal service MPS works to provide it's students?
4. Briefly describe your interest and goals as related to the school nutrition market as a whole.
5. Do you have established distribution for the Twin Cities metro area? If not, how would plan to establish such distribution if awarded through this RFP?
6. What do you consider the biggest challenge in supplying school nutrition programs compared to other segments such as retail and restaurants?

**B. Produce Farmers and Aggregators – Please skip this section if not relevant to your proposal**

1. Are your proposed items grown in the 5 state area as specified above?
2. Does your farm hold any third-party certifications related to environmental stewardship, soil/water quality, or other sustainability measures? If so, please list:
3. Do you foresee any challenges fulfilling the high volume per order requirements of MPS operations?

**C. Animal Protein Growers and Processors – Please skip this section if not relevant to your proposal**

1. Are your proposed items from animals raised in the 5 state area as specified above?
2. Does your farm hold any third-party certifications related to environmental stewardship, soil/water quality, humane animal treatment, or other sustainability measures? If so, please list. If not, please describe your on-farm policies and practices related to humane animal husbandry and environmental sustainability..
3. MPS requires USDA or Minnesota's Equal To provision for processing. Are you able to meet this requirement?
4. Do you foresee any challenges fulfilling the high volume per order requirements of MPS operations?

**D. Manufacturing Companies – Please skip this section if not relevant to your proposal**

1. Do you foresee any challenges fulfilling the high volume per order requirements of MPS operations?
2. Are you open to discussing minor changes to your product to better meet MPS nutrient and ingredient goals?
3. Are you open to working with MPS to develop school nutrition focused products in the future?
4. If applicable, how have your proposed products been received when tested with students?
5. What sets your proposed product apart from similar offerings in the market?

**E. Wrap up to Project Scope Information**

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

**SECTION V: Proposal Appendix Requirements**

- A. References: Please see section III. A. Question 8 for table
- B. Service Level Expectations: If relevant, attach samples of service level agreements, contracts etc.
- C. Product Submission form: Fill out according to template provided below.
- D. Product Specification Sheets and Documentation (if relevant): Specification Sheets, Ingredient statements, Product Formulation Statements, etc.



**SECTION VI: MPS Appendix Documents**

1. Intention to Submit a Proposal
2. Organization Information Cover Sheet
3. Product information and Specifications
4. Response Format Guidelines and Product Submission Template
5. Evaluation Matrix
6. MPS Sample Contract

# 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](mailto:RFX@mpls.k12.mn.us).

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

- Yes, we plan to submit a proposal to provide the request product/service. Please continue to provide updates to the individual named above.
- No, we do not plan to submit a proposal.

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Organization Name (Print name): \_\_\_\_\_

Signature of Authorized Individual: \_\_\_\_\_

Printed Name of Authorized Individual: \_\_\_\_\_

Printed Title of Authorized Individual: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX 2

### Organization Information Cover Page

<b><u>Organization Information</u></b>
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

### Product List and Specifications

#### General Instructions

<u>Product Requested</u>	<u>Acceptable Specifications</u>	<u>Requested Packaging</u>	<u>Planned Usage</u>	<u>Planned Volume</u>	<u>Additional Notes</u>
Apples, Small	Small apple (125ct-138ct) in good shape cosmetically for picky student eaters. Sweet, crisp, tart, unique varieties preferred. No baking varieties and no McIntosh.	Fully washed, 40# case	Sept-May: 50 cs/week	2,000 cs total	Please specify varieties available.
Pear, Whole, Small	125-138 cnt, in good shape cosmetically for picky student eaters. Good eating varieties	Fully washed, 40# case	Sept-May	400 cs total	Please specify varieties available.
Stone Fruit, Whole, Small	90-150 cnt, in good shape cosmetically for picky student eaters. Good eating varieties	Fully washed, 40# case	Sept-May	400 cs total	Please specify varieties available.
Lettuce, Romaine	Heads or chopped, clean and vibrant	TBD	Sept-May	3000#	
Lettuce, Spring Mix	Chopped and blended for salad bar service	TBD	Sept-May	3000#	
Broccoli	Florets served raw or roasted/cooked. Larger crowns preferred (>4"). Some discoloration ok.	Free of debris/soil. Packed in 18# box.	Sept-Nov	3,000# total	Please specify whether price is with stems or crown cut in notes.
Carrots, Baby	Individually packed, 2 oz bags	100 cnt case	Sept-May	2000#/month	
Corn, Sweet	Minimum ear length of 6 inches. Ears in good shape cosmetically with large, full kernels.	48-60 ears/bushel, with husks.	Late Aug-Sept: 1 Delivery(s)	180 bushels total	

<u>Product Requested</u>	<u>Acceptable Specifications</u>	<u>Requested Packaging</u>	<u>Planned Usage</u>	<u>Planned Volume</u>	<u>Additional Notes</u>
Beef, Flats or Roasts	Avg 9# weight, Intended for Sous Vide Cooking			4,500#	Please specify available cuts in the Notes section.
Beef, Ground	Ground 80/20.			5,000#	Please specify is fresh or frozen in Notes section.
Beef, Hot Dog	All-beef hot dogs, 8:1 (2oz each). All natural, uncured.			8,000#	Please specify if fresh or frozen in Notes section.
Beef, other	Other options				Please specify other Beef product(s), price, pack/case size, and any other pertinent information.
Chicken, Drumstick	4.5-5 oz pieces, fresh or frozen		2-3 Deliveries	4,000#	
Chicken, Thighs	4.5-5 oz pieces, fresh or frozen		2-3 Deliveries	2,000#	
Chicken, Other					
Turkey, Breast Roast	Free-range turkey: netted turkey breast roast.			3000#	
Turkey, Thigh	Free-range turkey: Whole or diced thigh meat.			15,000#	
Turkey, Ground	Free-range turkey: ground, lean.			8,000#	Please specify is fresh or frozen in Notes section.
Turkey, Hot Dog	8:1 (2oz each). All natural, uncured.		3-4 Deliveries	16,000#	

Turkey, Other	Free-range turkey: open to suggestions for other turkey products.			10,000#	Please specify other turkey product(s), price, pack/case size, and any other pertinent information.
Bison, Ground	Fat ratio TBD			2000#	
Bison, Pattied	Fat ratio TBD, 3.2-3.5 oz		Grilled for burgers	3000#	
Goat, Ground				1500#	
Goat, Chunk				1500#	
Cheese, Block, Curd or Shred			Varitey uses as topping, sauces or salad bar depending on cut	3000#	
Milk, Bulk 1%	5 Gal Bag			60/wk	Please specify sources of raw milk
Milk, Bulk Skim	5 Gal Bag			10/wk	Please specify sources of raw milk

**Bulk Milk**

- Sourcing should be specified geographically or by operation as appropriate.
- Service is being implemented in the fall of 2024 as a pilot program at several sites to gauge value and efficiency.
- Intent is to, one proven, expand the program to more sites and potentially most of the district.
- Deliveries are currently intended to be weekly, all to the Culinary Center at 812 Plymouth Ave 55411
- Delivery pattern may change in coming years depending on program implementation.

**Manufactured Food Products**

- Should fill a defined purpose on the menu such as entrée, side, snack, etc.
- Should abide by MPS product goals as listed in section II.
- Must have relevant documentation submitted as part of the proposal.

Desserts

- A primary MPS goal is to offer a monthly meal completely sourced in the state of Minnesota or local region. This is referred to in marketing as Minnesota Thursday and is often the most popular menu of the month.
- As part of this meal, MPS serves a locally sourced dessert item.
- A proposed dessert item should be easy to serve such as a single piece, cup, package or similar.
- Product may be fresh, frozen or shelf stable.
- MPS will require approximately 20,000 units of the item at once.
- Dessert items are normally once per year offerings.

## APPENDIX 4

# Product Submission Template

As a general outline, Proposals in response to this RFP should meet the following framework:

- 1) Organization Cover Page – Provided in Appendix 2
- 2) Table of Contents
- 3) Proposal Narrative
  - a. General Business narrative Section Title page
  - b. All questions from section III (except A 5, references, which should be in the appendix as listed below) copied and pasted with answers added after each question
  - c. Project Scope narrative Section title page
  - d. All Relevant Questions from section IV copied and pasted with answers added after each question.
- 4) Proposal Appendices
  - a. Appendices Title Page
  - b. References – 3 per table in section II A 5
  - c. Service Level Expectations – If relevant, a general version of agreement with your customers.
  - d. Product Submission Form – Template provided below Filled out as required
  - e. Product Documentation – If relevant, specification sheets and other supporting documents for your products. Should be only needed technical documents, not general point of sale flyers.
- 5) Formatting notes:
  - a. Proposal should have a header with company/proposer name
  - b. Proposal should have a footer with page numbers for easy reference.
  - c. Proposal must follow other formatting requirements as stated in section I



Product Submission Form Template Examples:

<u>Product Proposed</u>	<u>Product Specs</u>	<u>Bid Volume</u>	<u>Bid Unit (#/cs/Etc)</u>	<u>Bid Price per unit</u>	<u>Bid Packaging</u>	<u>Notes/Availability</u>
Bison, Ground	90/10, Frozen	2000	#	\$ 6.50	4/5# heat sealed vac bag	Raised in ND, processed in MN, Direct Delivery cost included, 5 week lead time
Samosa, Lamb, 3.2 oz	Entrée, Hand made, par cooked, each serv credits as 1 MMA/.5 Grain	20000	Ea	\$ 1.25	Box, 100 count Individually quick Frozen	Lamb raised in Iowa, processing in MN, Delivery fee \$125 per 50 case pallet, minimum 4 pallets, 6 week lead time

Product Submission Form Template:

<u>Product Proposed</u>	<u>Product Specs</u>	<u>Bid Volume</u>	<u>Bid Unit (#/cs/Etc)</u>	<u>Bid Price per unit</u>	<u>Bid Packaging</u>	<u>Notes/Availability</u>

## APPENDIX 5

### Evaluation Matrix



MINNEAPOLIS  
PUBLIC SCHOOLS  
Urban Education. Global Citizens.

Minneapolis Public Schools  
Culinary and Wellness Services

RFP Scoring Rubric

Revised: 05-12-2022

		Total Points that could be awarded
<b>Section III: General Business Information</b>		<b>30.00</b>
A.	General Business Requirements	2.50
B.	Qualifications and Experience	5.00
C.	Supplier and Employee Equity & Diversity, Sustainability and Community Engagement	5.00
D.	Business Ethics	5.00
E.	Service Level Expectations	5.00
G.	Reporting	2.50
H.	Billing and Payment	5.00
<b>APPENDIX 5 Evaluation Criteria</b>		<b>70.00</b>
	Vendor Capability and Proposed Plan	15.00
	Financial Proposal	25.00
	Product Quality	10.00
	Geographical Preferences	10.00
	CWS Mission and Values Alignment	10.00
<b>TOTAL SCORE</b>		<b>100.00</b>

# APPENDIX 6

## MINNEAPOLIS PUBLIC SCHOOLS CONTRACT

### CONTRACT FOR SERVICES

(\$25,000+)

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

#### **1 TERM OF CONTRACT**

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

#### **2 SCOPE OF WORK**

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

#### **3 CONSIDERATION AND TERMS OF PAYMENT**

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

##### **3.1 Total Obligation.**

District’s total obligation to Contractor under this Contract, including compensation for goods, services, and reimbursable expenses, shall not exceed \$«ContractValue». Contractor shall not

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.

**8 OWNERSHIP OF MATERIAL**

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

**9 USE OF DISTRICT NAME OR LOGO**

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

**10 INDEPENDENT CONTRACTOR**

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

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

**11 WORKER HEALTH, SAFETY AND TRAINING**

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

**12 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS**

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

**13 INSURANCE**

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

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

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

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

**14 INDEMNIFICATION**

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

**15 LIMITATION ON LIABILITY**

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

**16 CONFLICT OF INTEREST/CODE OF ETHICS**

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

**17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

**18 TERMINATION**

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

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

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



District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

## **19 RETURN OF DATA**

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

## **20 RECORDS MANAGEMENT AND MAINTENANCE**

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

## **21 NOTICES/ADMINISTRATION**

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

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

«CompanyNameVC»

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

**22 ACKNOWLEDGMENT**

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

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

**23 NON-WAIVER**

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

**24 ASSIGNMENT**

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

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

25.1 This Contract shall be construed under Minnesota law (without regard for choice of law considerations). Any action arising out of this Contract shall be heard by a state court in Minnesota. For this purpose, Contractor specifically consents to jurisdiction in Minnesota. This Contract constitutes the entire Contract and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. Any amendments to this Contract shall be in writing and executed by same parties who executed the original Contract, or their successors in office.

**26 WARRANTY**

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

**27 SEVERABILITY**

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

**28 SURVIVABILITY**

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

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**SPECIAL SCHOOL DISTRICT NO. 1**

By: \_\_\_\_\_

Name: «DistrictSigner» «DistrictSignerLast»  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**«CompanyNameSigBlock»**

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(Printed)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A: SCOPE OF WORK**

***Description of Services and Service Delivery***

«Description»

***Service Outcome***

«DeliverablesOutcomes»

***Method of Evaluation***

«MethodOfEvaluation»

**EXHIBIT B: PAYMENT TERMS**