



Urban Academy Charter School (ISD #4088)

1668 Montreal Avenue, St. Paul, MN 55116

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Request for Proposals

Food & Nutrition Services

Overview

Urban Academy, a public charter school located in St. Paul, MN, has been serving students since 2003. Authorized by Novation Education Opportunities (NEO) and approved by the Minnesota Department of Education (MDE), the school provides education for approximately 400 students in grades Prk-8.

Purpose

Urban Academy is soliciting responses from qualified organizations to provide nutritious school meals services during the academic year 2025-2026, with options for additional two years depending on the satisfactory performance of the provider.

Scope and Nature of Work

This solicitation is for the purpose of entering into a contract for the purchase of vended meals for the Urban Academy, after referred to as the School Food Authority (SFA). The bidder will be referred to as the Vendor and the contract will be between the Vendor and the SFA.

1. The SFA shall retain signature authority for the application/agreement to participate in the programs listed in the site information form(s) including, but not limited to the Application Renewal, the Verification of Application Form, and letters to the MDE to amend the application. [7 CFR 210.16 (a) (5)]
2. Utilizing the vended school meal invitation for bid (IFB)/contract, the contract shall include all activities necessary for the purchase, preparation and delivery of meals to the SFA and the use of USDA foods.

Incurred Costs

The SFA is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

Reimbursable Meals and Snacks

1. Vendor will provide meals, snacks and/milk that meet applicable School Nutrition Programs requirements, including revised requirements from the Healthy, Hunger-Free Kids Act of 2010 according to School Nutrition Program Breakfast, Lunch and Afterschool Snack Meal Patterns.
2. SFA has attached the cycle menus for each meal type requested that were used in solicitation of the contract. The meals or snacks served under the contract will conform to the attached cycle menus at least for the first cycle and thereafter may be adjusted as needed by mutual agreement of the parties provided that applicable meal pattern requirements are met. The SFA may select from one of the sample cycles menus included in the site data form or attach their own 21-day cycle menu.
3. The Vendor must comply with the 21-day menu selected by the SFA and included in the invitation forbid. Any changes made by the Vendor after the first 21-day menu may be made only with approval by the SFA. The SFA shall approve the menus no later than two weeks prior to service.
4. Vendor will provide meals to SFA in the manner specified in the Site Data form.
5. All meals provided shall conform to the minimum meal requirements including the nutrient standards of the United States Department of Agriculture (USDA) for those meals and for the age group served. The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e. price of milk must be included in the total fixed meal price. The Vendor shall comply with the rules and regulations of MDE and USDA, and any additional or amendments thereto, including but not limited to, 7 CFR Parts 210, 215, 220, 225, 226, 235, 250, and 2 CFR 200.318-327, if applicable; and Food and Nutrition Service instruction, final rules, and policy, as applicable.
6. All foods provided must be creditable according to the USDA Food Buying Guide. The Vendor shall be liable for meals that contain non-creditable foods or do not meet the meal pattern requirements as specified in the contract or are spoiled or unwholesome at the time of delivery. The SFA shall not pay for such meals.
7. The Vendor shall cooperate with the SFA in fulfilling any applicable requirements outlined in the School's Local Wellness Policy.
8. The SFA shall retain control of the quality, extent, and general nature of the food service.
9. The Vendor shall sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
10. No a la carte food items besides milk may be provided by the vendor for sale to students. If the SFA wishes to offer a la carte items besides milk and/or adult meals, the Food Service Management contract must be

used.

Substitutions and Modifications for Medical or Special Dietary Needs

1. Vendor will substitute food or beverage items or modify food items for qualifying students as required by federal and state law and if required by any SFA policies. If Vendor incurs additional costs for substitutions that exceed the regular meal payments, Vendor may request reimbursement from SFA for the additional costs. Neither Vendor nor SFA may charge any additional amounts to students who qualify for substitutions.

Substitutions or Modifications for Students with Disability – Federal Requirement

The vendor will provide substitutions for modification of meals as required by federal law for students who are documented by a physician to be unable to consume the regular program meals due to a disability. A physician's statement must identify the student's disability, the major life activities affected by the disability, the food or foods to be omitted from the student's diet, and the food or choice of foods that must be substituted for the meal to be claimed for reimbursement. The statement must be signed and dated by the physician and must be maintained on file at the SFA.

2. Lactose-Reduced Milk for Students with Lactose Intolerance– State Requirement Vendor will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114, upon the written request of the parent of a lactose-intolerant student: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container. The parent's request must be maintained on file at the SFA.

3. Meal Substitutions for Students without Disability (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer meal substitutions for students who do not have a disability but who are unable to eat regular meals due to medical or special dietary needs. Vendor will provide substitutions for students who do not have a disability upon the written request of recognized medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor). The request must specify whether the food or foods to be omitted from the student's diet, the food or choice of foods that must be substituted, signed and dated by the recognized medical authority, and be maintained on file at the SFA. All meals provided for students without a disability must meet meal pattern requirements.

4. Non-Dairy Fluid Milk Substitutes (Optional)

_____ SFA has established a policy as allowed by School Nutrition Programs to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow's milk to students with a medical or other special dietary needs. Vendor will provide non-dairy fluid milk substitute(s) in accordance with SFA's policy. A request for non-dairy fluid milk substitute must be in writing, identify the medical or other special dietary need that restricts the student's diet, be signed and dated by the parent/legal guardian or medical authority (physician, physician's assistant, certified nurse practitioner, registered dietitian, licensed nutritionist, or chiropractor), and be maintained on file at the SFA. Product information must be maintained on file to document that the non-dairy product(s) offered to students meet School Nutrition Programs standards for non-dairy fluid milk substitutes.

Delivery, Ordering and Payment

1. Delivery of meals will be made to the SFA's dining site(s) each day, several hours, prior to the food being served. The Vendor is liable for meals delivered outside of the agreed upon delivery time.
2. The SFA shall notify the Vendor by telephone or in person each day prior to the total number of meals needed for that day and/or the following day. The SFA retains the ability to adjust the number of meals needed from the original bid documentation with adequate prior notification to the Vendor.
3. Vendor shall, monthly, invoice the SFA with an itemized invoice. Payment shall be due within 30 days of the monthly invoice. A late charge equal to five percent per month will be added to all unpaid balances more than 30 days. Finance charges cannot be paid from the non-profit food service funds.
4. All bids/price quotes shall be calculated based on the information provided by the SFA in Vended School Meals Contract Form.
5. The Vendor shall receive a fixed price for meals indicated in the site data form.
6. If the Vendor is procured separately from this contract to provide meals for catered functions, the Vendor shall submit separate billing for the catered functions conducted outside of the non-profit school food service account.
7. If the cost of a substituted food item or beverage provided to a student with a medical or special dietary need in accordance with Section E exceeds the standard meal or milk payment to Vendor shown above, SFA will reimburse Vendor for the additional costs if requested by Vendor and supported by documentation of the additional cost. Neither Vendor nor SFA may charge any additional amount to qualifying students who receive substitutions or modifications required by law or SFA policy.

Contract Term

1. This contract shall be for an initial term of one year with up to four one-year renewals, with mutual

agreement between the SFA and the Vendor. [7 CFR 210.16 (d)].

2. The contract signed by both parties and supporting documentation must be uploaded to Minnesota Department of Education CLiCS application and will be reviewed prior to final approval of the yearly CLiCS application. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon fulfillment of all contract provisions relating to USDA Foods.

3. The only rates that may be adjusted in subsequent years of this contract are the fixed price per meal contained within this contract. Before any fixed rate or fee increase can be implemented as part of a contract renewal agreement, the Vendor shall document to the SFA, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annualized rate for December of the current school year.

4. This solicitation/contract, the IFB of the successful bidder and attachments constitute the entire agreement between the SFA and Vendor. Aside from the adjustments and amendments referenced in Section (G) (3), supra, additional documents and/or agreements, including non-negotiated provisions developed by the contractor, cannot become part of the executed contract. Any additional documents resulting in a substantial change to the contract awarded by the SFA will not be executed by the SFA. No other side contracts developed by the successful bidder related to vended school meals will be signed by the SFA. No changes or addendums may be made to the standard contract unless preapproved by MDE. Addendums attached after the original contract is signed by both parties will be null and void if not preapproved by MDE. Unapproved addendums found because of a State Agency review of the SFA's operations will result in the contract being required to be re-bid the following school year.

5. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the SFA executes any agreement between it and the Vendor.

6. The SFA may request the Vendor provide meals for additional food service programs. If the addition is a Child Nutrition Program not identified in the original IFB, prior to implementation the SFA must notify MDE and discuss whether the addition constitutes a material change to the contract.

7. This contract shall not prevent the SFA from participating in food consortium purchasing food from vendors with whom the Vendor normally does not do business.

Standard Terms and Conditions

1. The Vendor shall operate in conformance with the School Food Authority's (SFA) Agreement with the Minnesota Department of Education (MDE) and any attachments.

2. The Vendor, as an independent contractor, shall have the exclusive right to provide vended meals.

3. The Vendor shall be an independent contractor and not an SFA agent or representative. The employees of the Vendor are not employees of the SFA. All Vendor employees remain directly accountable to the Vendor for the duration of this contract. Except as otherwise expressly stated in this agreement, the Vendor has the sole responsibility and authority to hire, assign, supervise, evaluate, and discipline any personnel assigned by it in the performance of this contract.
4. The food service provided should be operated and maintained as a benefit to the SFA's students, faculty, and staff.
5. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, grants, loans, etc., shall be deposited in the SFA's food service account. The SFA and Vendor agree that this contract is neither a "cost-plus-a-percentage-of-income" nor a "cost-plus-a-percentage-of-cost" contract, as required under 7 CFR 210.16 (c) and 2 CFR 200.324 (d).
6. The SFA shall be legally responsible for the conduct of the food service program, and shall supervise the food service operations in such manner as will ensure compliance with the rules and regulations of the MDE and the United States Department of Agriculture (USDA) regarding each of the Child Nutrition Programs covered by this contract. [7 CFR 210.16 (a) (2)].
7. The SFA shall retain control of the Child Nutrition Programs' food service accounts and overall financial responsibility for the Child Nutrition Programs.
8. The SFA shall establish all selling prices for reimbursable and non-reimbursable meals and milk. [7 CFR 210.16 (a) (2)].
9. An SFA shall operate catering functions independent of this contract. The SFA shall price any catering functions at a price to recover all costs associated with the function so that it is not subsidized by program funds or USDA foods.

USDA Foods

1. The contract must include the use of USDA Foods to which the SFA is entitled through USDA Food Distribution Program. Vendor will perform activities relating to USDA Foods, including crediting SFA for the value of donated foods received for use. Credits are required to be provided from Company to SFA irrespective of whether the Company uses USDA Foods. The company will provide credits to SFA on applicable monthly bills unless MDE accepts the need for a different crediting schedule upon review of the draft contract to be awarded. The total USDA Foods Value amount at the bottom of the USDA Foods Received Report for the Auditor is the correct and final amount that is owed to the school from the company for the year once all trucks have been received and the final report for the SY is posted on the

MDE website.

2. Vendor will perform the specific activities relating to USDA donated foods that are indicated below.

Vendor assures SFA that such activities will be performed in accordance with the applicable requirements in 7 CFR 250.

_____ Preparing meals.

_____ Ordering or selection of donated foods, in coordination with SFA and in accordance with 7 CFR 250.58(a).

_____ Storage and inventory management of donated foods, in accordance with 7 CFR 250.52.

_____ Payment of processing fees or submittal of refund requests to a processor on behalf of the recipient agency, or remittance of refunds for the value of donated foods in processed end products to the recipient agency, in accordance with the requirements in 7 CFR 250 subpart C.

3. Vendor will credit SFA for the values of USDA Foods received for use by Vendor during the term of the contract, including both entitlement and bonus foods and the value of USDA Foods contained in processed end products, in accordance with the contingencies in 7 CFR 250.51(a). SFA must ensure that the method and timing of crediting does not cause its net cash resources to exceed the limits established in 7 CFR 210.9(b)(2).

4. Vendor will not charge any fees related to USDA Foods in addition to the fixed meal prices, or request any reimbursement of costs related to USDA Foods.

5. Method of Crediting: During the contract year, Vendor will credit SFA on a monthly basis for the cash values of USDA Foods received by Vendor for use. Cash values of USDA donated foods will be established by the most current documentation available from the Minnesota Department of Education at the time of crediting.

6. Annual Reconciliation: The SFA will conduct an annual reconciliation after completion of the school year, based on the year-end donated foods received report supplied by the Minnesota Department of Education, to ensure that Vendor has credited SFA for the value of all USDA Foods received for use during the contract year. Vendor will pay SFA for any value of USDA Foods received for use during the year that exceeded the total credits given to SFA during the year. SFA will pay Vendor for the amount of any credits received during the year that exceeded the value of USDA Foods received for use during the year, unless other procedures are specified here.

7. Vendor will use all USDA donated ground beef and ground pork products, and all processed end products, in SFA's food service. Vendor will use all other USDA donated foods, or will use commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA donated foods, in SFA's food service. The vendor will comply with the storage and inventory requirements for USDA

donated foods in 7 CFR 250.52. Upon termination of the contract, Vendor will return all unused USDA donated ground beef, donated ground pork, end products and, at SFA's discretion, other USDA donated foods.

8. Vendor assures SFA that the procurement of processed end products on behalf of SFA, as applicable, will comply with 7 CFR 250 and with provisions of MDE or SFA processing agreements. Vendor will ensure crediting of SFA for the value of USDA donated foods contained in such end products at the processing agreement value. Vendor will not enter into a processing agreement with a processor.

9. Vendor and SFA will maintain records relating to the use of USDA donated foods, in accordance with 7 CFR 250.54.

10. SFA will ensure that Vendor is in compliance with the requirements of 7 CFR 250 through its monitoring of the food service operation as required in 7 CFR 210 and 225, as applicable.

11. SFA, MDE, USDA, the Comptroller General, or their authorized representatives, may perform onsite reviews of Vendor's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA donated foods.

12. If Vendor is a commercial enterprise and uses USDA Foods in the preparation of meals in its own facility or only operates the Department of Defense (DOD) fresh program in an SFA, Vendor acknowledges that it meets the definition of processor of USDA Foods in federal regulations (7 CFR 250.3) and is required to enter into a processing agreement and comply with the terms of the agreement. Vendor will annually enter into an In-State Processing Agreement with MDE or, if Vendor operates in multiple states, a National Processing Agreement with USDA.

13. The Vendor shall maintain adequate storage practices, inventory and control of USDA donated foods in conformance with the SFA's agreement with the Minnesota Department of Education.

14. The SFA, on the termination or expiration of the contract, shall conduct a physical inventory of all donations. foods owned by the SFA and retain possession of these items or credit the value of these foods.

Health Certifications

1. The Vendor agrees that the state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures following HACCP guidelines.

2. The Vendor shall maintain for the duration of the contract state and/or local health certifications for any facility outside the SFA in which it proposes to prepare meals and shall maintain this health certification for the duration of the contract as required under 7 CFR 210.16 (c) (2).

SFA Control of Food Service

1. SFA will maintain overall responsibility for administration of the food service, in accordance with SNP regulations and policies. SFA will:
2. Retain control of the quality, extent and general nature of the food service, including counting the numbers of reimbursable meals and claiming SNP reimbursement from the Minnesota Department of Education.
3. Retain control of the nonprofit food service account, overall financial responsibility for the nonprofit food service operation, and meal prices.
4. Ensure that the food service operation is in conformance with SFA's agreement with Minnesota Department of Education to participate in School Nutrition Programs.
5. Maintain all applicable health certifications for SFA and assure that all state and local health regulations are being met by Vendor, if preparing or serving meals at an SFA facility.
6. Monitor vended meals to ensure the food service is in conformance with program regulations.
7. Prepare contract documents for vended meals.
8. Provide all staffing necessary for program delivery within the SFA, including meal ordering, meal service, counting and cleanup of meals.

Record Keeping

1. The Vendor agrees to maintain (for a period of three years after the end of the fiscal year to which they pertain, or until final resolution of outstanding audits or claims), all records pertaining to this Contract including records of food purchased, daily quantities prepared and delivered, daily menu records, food production records, nutrition information from food products and recipes used, and delivery receipts. The vendor must submit invoices to the SFA on a monthly basis at a minimum. The Vendor also agrees that such records will be made available to representatives of MDE, USDA, and the United States General Accounting Office, at any reasonable time and place. [7 CFR 210.23 (c) and 250.16 (b)].
2. The vendor agrees to comply with all requirements regarding the Administrative Review process of MDE for the school meals including providing nutrition and crediting information on food products and recipes used. The vendor may request the SFA's prior administrative review report from the SFA or MDE so as to avoid repeat meal service violations and potential fiscal penalties.
3. The Vendor shall surrender to the SFA upon termination of the Contract all records pertaining to the operation of the food service, to include all food and non-food inventory records, menus, production records, product invoices, claim documentation, financial reports, and procurement documentation. The records shall be in appropriate order and complete to the extent necessary to reconstruct individual cost

of prior Vendor billings.

4. The vendor shall maintain such records (supported by invoices, receipts, and other evidence) as the SFA will need to meet monthly reporting responsibilities and shall submit monthly bills/invoices in a format approved by the SFA.

5. The SFA and Vendor must provide all documents as necessary for the independent auditor, MDE Reviewers, or agents of the USDA to conduct the SFA's single audit.

Monitoring

1. The SFA shall monitor the food service operation of the vendor through periodic on-site visits to ensure that the food service is in conformance with all USDA program regulations.

2. The State Agency may monitor the vendor through periodic on-site visits to ensure compliance with program regulations and requirements.

Use of Advisory Group

1. The vendor may participate in periodic meetings of the SFA advisory board, comprised of students, teachers, and parents, to assist in menu planning.

Licenses and Fees

1. The vendor and the SFA shall obtain and post all licenses and permits as required by federal, state, and/or local law.

2. The vendor shall comply with all SFA building rules and regulations when dropping off the meals.

Insurance and Indemnification

1. A Certificate of Insurance of the Vendor's insurance coverage, indicating the specified amounts, must be submitted at the time of the award. The vendor shall provide the SFA copies of all applicable insurance policies at the time of award. All insurance required as a result of a response to this IFB shall provide that the insurer will provide notice of cancellation directly to the SFA 30 days before such cancellation occurs.

2. The SFA shall keep its buildings, including the premises, and all property contain therein insured against loss or damage by fire, explosion, and similar casualties.

3. The vendor shall indemnify and hold harmless the SFA, or any employee, director, or agent of the SFA from and against all claims, damages, losses, and expenses (including attorney's fees and court costs incurred to defend litigation), decrees or judgments whatsoever arising from any and all injuries, including death or damages to or destruction of property, resulting from the Vendor's acts, or omissions, willful

misconduct, or breach of the Vendor's obligations under the Agreement by the vendor and its agents, servants, employees, or other people under its supervision or direction.

Emergency Closing

1. The SFA shall notify the Vendor of any interruption in the utility service of which it has knowledge.
2. The SFA shall notify the Vendor of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations.

Terms and Termination

1. This contract shall be for an initial term of one year with up to four one-year renewal for public schools with mutual agreement between the SFA and the Vendor. [7 CFR 210.16 (d)].
2. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
3. The SFA or the Vendor may terminate the contract with cause by giving 60 days written notice. Contracts may be terminated for convenience only if both parties agree.
4. Neither the vendor nor the SFA shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the Vendor or the SFA, respectively, and which by the exercise of due diligence they were unable to prevent.

Non-Performance by Vendor

1. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, the SFA shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate.
2. In cases of non-performance or non-compliance on the part of the Vendor, Vendor will pay SFA for any excess costs which SFA may incur by obtaining meals from another source. SFA will notify the Vendor of specific instances of unsatisfactory performance. If Vendor does not immediately take corrective action, SFA may negotiate another contract. Vendor in default is liable for any difference in price between the original price and the new contract price.

Certifications

1. The vendor shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972;

Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, and Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.

2. The vendor shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, 7 CFR Part 250.23.

3. Where applicable, the SFA or vendor shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration and Minority Business Enterprise of the Department of Commerce as required (7 CFR 226.22(f)).

4. All applicable standards, orders and requirements issued pursuant to the Clean Air Act (42 U.S.C. 74017619q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). If the contract exceeds \$150,000, Vendor certifies that it will comply with applicable standards, orders and regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations must be reported to the USDA and the Regional Office of the Environmental Protection Agency.

5. The vendor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the contract exceeds \$100,000, vendor certifies that it will comply with 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations, 29 CFR Part 5. Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

6. The successful vendor has signed and included the Certificate of Independent Price Determination to the Vendor's bid which is incorporated herein by reference and made a part of this contract.

7. The successful vendor has signed and included the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Vendor's bid and which is incorporated herein by reference and made a part of this contract.

8. If applicable, the successful vendor has signed and included the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Vendor's bid, and which is incorporated herein by reference and made a part of this contract.

9. The successful vendor has signed and included the Assurance of Civil Rights Compliance Certification which was attached as an addendum to the Vendor's bid, and which is incorporated herein by reference and made a part of this contract.

Miscellaneous

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Minnesota. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Minnesota.
2. The vendor shall comply with the provisions of the bid specifications, which are hereby in all respects made a part of this contract.
3. No provision of this contract shall be assigned or subcontracted without prior written consent of the SFA and notification to MDE prior to implementation.
4. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
5. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the SFA are to be used.
6. Payments on any claim shall not preclude the SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
7. The SFA shall be responsible for ensuring the resolution of program review and audit findings.

Timeline

RFP Issued: 3/3/2025

Proposal Submission Date: 3/25/2025

Selection Notification: 4/18/2025

Submission Instructions

Submit proposal electronically to:

Dr. Mongsher Ly, Superintendent

mly@urbanacademymn.org

Contact for Questions For questions about this RFP, contact:

Dr. Mongsher Ly, Superintendent

mly@urbanacademymn.org

Evaluation Criteria

A selection committee will review all proposals. The following information, in addition to the requirements, Terms and conditions identified throughout this RFP, may be included in the selection process.

Proposals will be evaluated on the following 100-point scale:

Evaluation Criteria	Weight (%)
Organizational Capacity	15%
Experience & Effectiveness	25%
Background & Qualifications	20%
Scope of Service	25%
Pricing	15%

Thank you for your consideration and we look forward to evaluating your proposal. If there are any questions, please feel free to contact Dr. Mongsheer Ly, Superintendent at mly@urbanacademymn.org.