MINNEAPOLIS
PUBLIC SCHOOLS

Request for Proposal (RFP) for CWS Flight Dishwasher RFP: 26-02

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533
MPS Procurement
Issued: Monday, October 6, 2025
Submissions Due: Friday, November 7, 2025

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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RFX@mpls.k12.mn.us

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SECTION I: OVERVIEW

A. Project Objective

Minneapolis Public Schools (MPS) is seeking Proposals from organizations and individuals wishing to provide a FLIGHT TYPE DISHWASHER.

Minneapolis Public Schools or Special School District Number 1 (SSD #1) is a school district that is coterminous with the City of Minneapolis, Minnesota. With authority granted by the state legislature, the school board makes policy, selects the superintendent, and oversees the district's budget, curriculum, personnel, and facilities. Students speak ninety different languages at home and most school communications are printed in English, Hmong, Spanish, and Somali. The District covers over 70 school programs at 65 sites, with approximately 29,500 students and 3,200 teaching staff.

The District intends to select one organization to provide the necessary FLIGHT TYPE DISHWASHER. To facilitate the submission and evaluation of Proposals, this Proposal provides additional background information regarding MPS that will be relevant to the Proposal of the FLIGHT TYPE DISHWASHER.

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

RFP Primary Objective 2: Gain a thorough understanding of the FLIGHT TYPE DISHWASHER total proposed costs. Including but not limited to: Purchase, Installation and Upkeep.

B. Schedule of Proposal

1)	Post RFP:	Monday, October 6, 2025
2)	Optional On site Assessment, 10 am-Noon	Thursday, October 16, 2025
3)	Written Questions Due, 4 pm CST:	Monday, October 20, 2025
4)	Intention to Submit Due, 2 pm CST:	Thursday, October 23, 2025
5)	Responses to Questions Posted, EOD:	Thursday, October 23, 2025
6)	**Proposals Due, 4 PM:**	**Friday, November 7, 2025**
7)	Selection Finalization:	Tuesday, November 11, 2025
8)	Vendor Notification:	Friday, November 14, 2025
9)	Contract Finalization:	Friday, November 28, 2025
10)	District Board Approval:	Tuesday, December 9, 2025
11)	Installation:	Per Contract

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 Appendix 1: Intention to Submit a Proposal by Thursday, October 23, 2025. This document must be emailed to 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 Thursday, October 23, 2025; the organization will not be able to participate in CWS Flight Dishwasher RFP 26-02.

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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 Monday, October 20, 2025 to: RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than Thursday, October 23, 2025 EOD. After Monday, October 20, 2025, no questions or inquiries will be allowed.

E. Optional On site Assessment

Vendors will have the opportunity to visit the Nutrition Center at 812 Plymouth Ave N, 55411 from 10 am to Noon Thursday October 16th, 2025. During this time vendors may take pictures, measurements and gather other pertinent information related to the intended installation location and facility capabilities. All questions must still be submitted in writing per part D above.

F. Changes to the RFP

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

G. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before Proposing. 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 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. These restrictions are only for the main response section and do not apply to appendix documents**
5. Each response to questions in Section III of the Proposal must be appropriately labeled (e.g., Section III: Response to Questions, A. General Business Requirements, Question #1; etc.).
6. The Proposal narrative for Section III may not exceed 15 pages total, not including appendices. **Proposals exceeding 15 pages in Section III 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. If an applicant intends to include supplemental materials with responses to questions in Sections III 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.**

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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. Section III- Response
    c. 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.

H. Submission of Proposals

In order to be considered for selection, organizations must submit a signed electronic (.pdf) response to this solicitation no later than 2:00 p.m. on Friday, November 7, 2025. Late Proposals shall not be accepted. Electronic copies must be submitted to: RFX@mpls.k12.mn.us

No other distribution of the Proposal shall be made by the organization. It is the sole responsibility of the organization to assure that the Proposal is delivered to the designated district office in Item H, above, prior to the deadline. No Proposal received after the deadline will be considered. No unsolicited corrected or resubmitted Proposals will be accepted after the Proposal submission deadline.

I. Withdrawal of Proposals

A Proposal may be withdrawn by the vendor prior to the date and time for submittal of Proposals by means of a written request signed by the vendor or its properly authorized representative. Such written request must be delivered to RFX@mpls.k12.mn.us. This written request can be either electronic or a hard copy format.

J. Evaluation and Selection Process

1. The CWS Flight Dishwasher Evaluation Committee members will include, but is not 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 Tuesday, November 11, 2025, 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 CWS Flight Dishwasher Evaluation Committee members will

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use a rubric to evaluate the responses to the questions outlined in this RFP. The rubric is provided in Appendix 3.

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.

K. Effective Period of Proposals

Proposals must state the period for which the Proposal shall remain in effect (i.e., how much time does the District have to accept or reject the Proposal under the terms proposed). Such period shall not be less than 120 days from the Proposal submission due date.

L. Proposal 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 Proposals, to award in whole or part, and to waive minor immaterial defects in Proposals. The District may consider, at its sole discretion, any alternative Proposal.

M. Notifications of Unsuccessful Vendors

The Evaluation Committee through the Director of Procurement and Supply Chain, Christopher Boyce shall notify all Vendors no later than the award recommendation and approval to proceed being placed on the School Board agenda on December 9, 2025.

N. 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).

O. Award of Contract

The District intends to award one submission for this project.

The selected firm(s) shall be required to enter into a written contract or contracts with the District in a form approved by legal counsel for the District. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the final contract(s). The District reserves the right to negotiate the terms and conditions of the contract(s) with the selected Proposer(s).

P. Contract Term

It is the intent to award the contract for the purchase, installation and start up period, concluding on the latter of successful start up or final payment for goods and services.

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Q. Disposition of and Public Access to Proposals

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

R. Cost Incurred in Responding

This solicitation does not commit the District to pay any costs incurred in the preparation and submission of Proposals or in making necessary studies for the preparation thereof, nor to procure or contract for services.

S. Assignment

The successful proposer shall not assign, transfer, convey, or otherwise dispose of the contract, or right, title of interest, or power to execute such a contract to any person, firm, or corporation without the previous consent in writing by the District.

T. Causes for Termination

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

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SECTION II: **SCOPE OF SERVICES**

A. Project Background

This section begins with some background information on the Minneapolis Public School District and then discusses the overall expectations for the Flight Type Dishwasher, 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 one of the largest K-12 Districts in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. The District covers 70 school programs at 65 sites, with approximately 27,500 students and 3,200 teaching staff.

Growth projection: Stable
Superintendent: Dr. Lisa Sayles-Adams
Chief Financial Officer: Ibrahima Diop
Director Culinary and Wellness Services (CWS): Bertrand Weber
Director, Procurement: Christopher Boyce

As part of its culinary operations the district operates a central food production, packaging and distribution facility at 812 Plymouth Ave known as the CWS Nutrition Center. This facility handles a wide variety of raw, partially cooked, speed scratch and finished goods to supply the 35,000+ meals per day served by the program. The facility houses a flight dishwasher for cleaning and sanitizing of food service equipment associated with commercial food production and distribution.

A replacement for this dishwasher is the objective of this RFP.

B. Nutrition Center Flight Dishwasher Product/Service Goals

Primary Components:
The proposed Flight Type Dishwasher must include, but not limited to, the following components:

- ✓ Equipment equal to or superior in capability to extant machinery
- ✓ Pricing and costs within the scope of and to the satisfaction of this RFP.
- ✓ Detailed plans for delivery, installation and start up of Proposal equipment

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 cooling ability.
- ✓ 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

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- ✓ 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. Vendor 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 vendor'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. Proposal solution should offer equal or superior capability to current equipment, Meiko B-M74 V8 N22 P8 (Plate image in appendices).
2. Proposal solution should NOT depend on a high pressure boiler for steam supply.
3. Proposal solution should, as much as possible, fit the extant footprint allocated to current equipment. Basic layout and in situ pictures available in appendices.
4. Capacity should cover all standard commercial kitchen wares and small equipment. Largest projected profile is a standard full sized sheet pan, loaded long edge down.
5. Proposal should address hard water management to maintain equipment functionality with Minneapolis water supply.
6. Specific attributes which should be exactly or closely matched by Proposal solution:
   f. Track Loading Space – 28"
   g. Track Unloading Space – 40"
   h. Track operating height – 38"
   i. Meiko Footprint:
      A. Length – 23'9"
      B. Width – 4' (Control Panel to outside Insulated feed pipes)
      C. Height – 7' (to top of vent stack)
   j. Spacing
      A. Cinder Block Archway – 7' W x 8' H
      B. Wall setback from insulated feed pipe – 39"
      C. Wall Setback, unit base to angled drain pipe – 18"

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SECTION III: Proposal Information

A. General Business Information

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. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
4. As part of you Proposal appendices, provide 2-3 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	
Customer Contact most familiar with most recent purchase	
Contact Current email Address	
Time period of most recent purchase	
Most Recent product purchased	
Would it be possible to view the machine in operation at this location?	

B. Billing and Payment

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for Minneapolis Public School invoicing.
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 can accept a Purchase Order (i.e., electronically, fax, phone, or mail).

C. Solution and Costs

1. Briefly describe the Proposal solution and how it will meet or exceed MPS requirements as listed in section II. Additional information in the form of sales literature, technical documents and other material may be added as part of the appendices to the Proposal.
2. Pricing may take the form of a standardized quote or itemized document but should be separated into sections.
3. Section 1 – Base – should include equipment to meet the stated needs of this RFP.
4. Section 2 – Options – Should identify and describe any optional costs related to this Proposal. These should be classified as either “Recommended” or “Extra” based on MPS set up and needs.
5. Section 3 – Delivery, installation, and/or labor costs directly associated with installation and initial start-up.

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6. Section 4 - Are there any other costs MPS can anticipate that have not been identified in the above questions?
7. All costs should be briefly described in this section with additional information added to the Proposal appendices.

D. Installation Plan and Requirements

1. Detail the utility requirements for the Proposal solution including both supply and disposal. Be as specific as possible. Where necessary, detail where these utilities should be placed to best service the Proposal solution.
2. Detail the expected lead time, delivery method, receiving requirements and MPS responsibilities from Shipment leading to Installation.
3. Detail MPS responsibilities during the installation process including any specialist or skilled trade labor that is required.
4. In the case MPS needs to seek outside contractors for this installation, do you have any recommended specialists? If so, please list organization(s) and contact information.
5. Detail what support will be offered by the vendor/manufacturer for the installation process.
6. Detail startup and training support offered by the vendor/manufacturer. If there are additional fees for this service, it should be noted in responses to part C.

E. Current Machine Disposal

1. Do you offer removal and disposal or repurposing of current equipment?
2. If so, detail MPS requirements to take advantage of this option and include costs in response to part C.
3. If not, do you have any recommendation of vendors who could provide this service?

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SECTION V: Appendix Requirements

A. References: Please see section III. A. Question 4 for table

B. Pricing Information: Please Refer to section III. C. for guidelines

C. Additional Documents: Attach any additional documents needed that pertain to this RFP including Sales Literature and Technical documents.

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SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal
2. Organization Information Cover Sheet
3. Evaluation Matrix
4. Additional information, pictures, and layout
5. MPS Sample Contract

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APPENDIX 1
INTENTION TO SUBMIT A PROPOSAL

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

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

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

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

Reason:_____

_____

_____

Organization Name (Print name):_____

Signature of Authorized Individual:_____

Printed Name of Authorized Individual:_____

Printed Title of Authorized Individual:_____

Date:_____

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APPENDIX 2
Organization Information Cover Page

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

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APPENDIX 3
Evaluation Matrix

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Urban Education. Global Citizens.

Minneapolis Public Schools

Culinary and Wellness Services

RFP Scoring Rubric

Revised: 09/29/2025

		Total Points that could be awarded
APPENDIX 3 Evaluation Criteria		**100.00**
	Pricing to Meet MPS Requirements	40.00
	Vendor Installation Plan/Detail	20.00
	Reference Check/In Place Observation	20.00
	Submission Addressing MPS CWS Requirements	20.00
TOTAL SCORE		**100.00**

- Pricing to Meet MPS Requirements
    a. Including optional costs to best meet CWS needs
- Vendor Installation Plan/Detail
    a. Thoroughness/Detail of requirements and planning
- Reference Check/In Place Observation
    a. Customer Reference value and optional in situ review
- Submission Addressing MPS CWS Requirements
    a. Quality and thoroughness in address Request needs and concerns

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APPENDIX 4
REFERENCE PICTURES AND INFORMATION



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APPENDIX 5
MINNEAPOLIS PUBLIC SCHOOLS SAMPLE CONTRACT

MINNEAPOLIS PUBLIC SCHOOLS
Urban Education. Global Citizens.

CONTRACT FOR GOODS – above $50,000

This Contract is entered into between Special School District No. 1, "District", a special school district created and existing under the laws of Minnesota, and Click or tap here to enter text. "Contractor" (collectively "parties") to provide Click or tap here to enter text.to Culinary and Wellness Services operational areas.

1 TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2025 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2026, 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

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2.1 Contractor shall perform all of the services/delivery of goods 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/Vendor under this Contract, including compensation for goods, and/or services, and reimbursable expenses (if applicable), shall not exceed $XXX,XXX.00. Contractor/Vendor 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,

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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.

4 INSPECTION OF GOODS & REJECTION

4.1 Buyer is entitled to inspect the Goods upon delivery. If the Goods are unacceptable for any reason, Buyer must reject them at the time of delivery up to one (1) business day from the date of delivery. If Buyer has not rejected the Goods within one (1) business day from the date of delivery, Buyer shall have waived any right to reject that specific delivery of Goods.

4.2 In the event Buyer rejects the Goods, Buyer shall allow Seller a reasonable time to cure the deficiency. A reasonable time period shall be determined by industry standards for the Goods, as well as the Seller and Buyer.

5 RISK OF LOSS

5.1 Risk of loss will be on the Seller until the time when the Buyer accepts delivery. Seller shall maintain any and all necessary insurance in order to insure the Goods against loss at Seller's own expense.

6 TITLE

6.1 Title to the Goods will remain with the Seller until Buyer accepts delivery.

7 FORCE MAJEURE

7.1 Non-delivery or default of this Agreement due to labor disputes, transportation shortage, delay or shortage of materials to produce the Goods, fires, accidents, Acts

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of God, or any other causes outside of Seller's control shall be notified to Buyer immediately upon realization that it will not be able to deliver the Goods as promised. Either Party may terminate this Agreement upon such notice.

8 GENERAL TERMS AND CONDITIONS

8.1 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.

9 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

9.1 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.

10 DATA PRIVACY

10.1 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

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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.

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

11 USE OF DISTRICT NAME OR LOGO

11.1 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.

12 INDEPENDENT CONTRACTOR

12.1 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.

12.2 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.

13 WORKER HEALTH, SAFETY AND TRAINING

13.1 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.

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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.

14 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

14.1 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.

15 INSURANCE

15.1 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.

15.2 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.

15.3 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.

16 INDEMNIFICATION

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16.1 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.

17 LIMITATION ON LIABILTY

17.1 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.

18 CONFLICT OF INTEREST/CODE OF ETHICS

18.1 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.

19 COMPLIANCE WITH LAWS AND DEBARMENT

19.1 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

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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.

20 TERMINATION

20.1 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.

20.2 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.

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

21 RETURN OF DATA

21.1 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.

22 RECORDS MANAGEMENT AND MAINTENANCE

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22.1 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.

23 NOTICES/ADMINISTRATION

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

Special School District No. 1
Division: Ops r Culinary and Wellness Services
Attn: Aaron Krulc
1250 W Broadway
Minneapolis, MN 55411
Email: Aaron.Krulc@mpls.k12.mn.us

CONTRACTOR

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

ACKNOWLEDGMENT

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

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

24 NON-WAIVER

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

25 ASSIGNMENT

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

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

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

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executed by same parties who executed the original Contract, or their successors in office.

27 WARRANTY

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

28 SEVERABILITY

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

29 SURVIVABILITY

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

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SPECIAL SCHOOL DISTRICT NO. 1 Authorization

Signature: _____
Name: _____
(Printed)

Title: _____

Date: _____

CONTRACTOR Authorization

Signature: _____
Name: _____
(Printed)

Title: _____

Date: _____

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EXHIBIT A: SCOPE OF WORK

Deliverables:

Click or tap here to enter text.

Service Outcome:

Click or tap here to enter text.

Method of Evaluation

Click or tap here to enter text.

[The remainder of this page intentionally left blank.]

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EXHIBIT B: PAYMENT TERMS

If there are exhibits to describe the payment terms:

Terms of payment are Net 30 days.

[The remainder of this page intentionally left blank.]

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EXHIBIT C: STUDENT DATA PRIVACY

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

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

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

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

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

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

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

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

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

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

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

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

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

[CONTRACTOR NAME]

_____	_____
Signature	Name
_____	_____
Title	Date

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