



MINNEAPOLIS PUBLIC SCHOOLS

Request for Proposal (RFP) for Qualification to Bid Produce for Fresh Fruit and Vegetable Program (FFVP) RFP: 26-17

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533

[MPS Procurement](#)

Issued: March 17th, 2026

Submissions Due: April 21st, 2026

NOTICE: Pursuant to section 13.591 subdivision 3(b) of the Minnesota Statutes, after a government entity has completed negotiating a contract with the selected vendor, **all data in RFP responses are public** except for trade secret information as defined in section 13.37 subdivision 1(b). A statement that submitted data are copyrighted or otherwise protected does not prevent public access to the data.

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SECTION I: OVERVIEW**A. Project Objective**

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide bids for the Fresh Fruit and Vegetable Program (FFVP).

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 28,500 students and 3,200 teaching staff.

The District intends to select multiple organization to provide the necessary bids for the Fresh Fruit and Vegetable Program (FFVP). 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 bids for the Fresh Fruit and Vegetable Program (FFVP).

RFP Primary Objective 1: Gain a thorough understanding of the product capability in order to select, implement and operate bids for the Fresh Fruit and Vegetable Program (FFVP) that will meet the needs of the district for the next 4 years.

RFP Primary Objective 2: Gain a thorough understanding of the bids for the Fresh Fruit and Vegetable Program (FFVP) total proposed costs. Including but not limited to: Product cost, Timelines, and operation.

B. Schedule of Proposal

- | | |
|------------------------------|-------------------------------|
| 1. Issue RFP: | March 17 th , 2026 |
| 2. Intention to Submit: | April 7 th , 2026 |
| 3. Written Questions Due: | April 7 th , 2026 |
| 4. Responses to Questions: | April 10 th , 2026 |
| 5. Proposals Due: | April 21 st , 2026 |
| 6. Award bid – Notification: | May 1 st , 2026 |
| 7. District Approval | June 9 th , 2026 |
| 8. Implementation: | July 1 st , 2026 |

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 April 7th, 2026. 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 April 7th, 2026; the organization will not be able to participate in Qualification RFP for bids for the Fresh Fruit and Vegetable Program (FFVP).

D. Submission of Written Questions

All questions about the RFP shall be submitted by e-mail by 4:00 p.m. Central Standard Time on or before April 7th, 2026 to: RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than April 10th, 2026 EOD. After April 7th,

2026, no questions or inquiries will be allowed. Written responses will be posted to the same online location as the RFP.

E. Changes to the RFP

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

F. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. Proposal must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the proposal must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The proposal narrative for Section III-IV may not exceed 20 pages total, not including appendices. **Proposals exceeding the 20 pages in Section III-IV will not be reviewed. There will be no exceptions.**
7. Some questions in this proposal will require organizations to submit documents as an Appendix. Applicants may wish to submit additional supplemental materials to support responses to questions in Section III and IV. If an applicant intends to include supplemental materials with responses to questions in Sections III and IV of the proposal, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: References, etc.).
8. All appendix materials (e.g., sample letters, curricula, lesson plans, progress reports, academic effectiveness data, etc.) must be labeled with the name of the organization and reference the appropriate section and question (e.g., Section C: Description of Expected Services 1a). **Although there is no page limitation for the Appendix, the appendix should not be excessive in length. Applicants should also ensure the appendix items are appropriately described and referenced in the narrative section of the proposal.**
9. The proposal must be submitted in the appropriate order. Each part of the proposal should be separated with a section divider page listing the *title* of the next part of the proposal that is enclosed. All proposals should follow the order below:
 - a. Organization Information Cover Page (Provided in attached Appendix 2)
 - b. Table of Contents
 - c. Section III- General Business Information
 - d. Section IV- Project Scope
 - e. Appendix Materials
10. Additional circumstances that may lead to proposal not being reviewed and/or selected:

- a. Proposal was received after the deadline, which includes not on the deadline date but also after the deadline time.
- b. Applicant does not intend to complete criminal history checks on employees when required.
- c. Applicant's previous clients have significant complaints regarding the quality of the Title services, communication issues, or other problems.
- d. Any section of the Proposal is missing or incomplete.
- e. The Proposal does not meet length, font, or other formatting requirements.

G. Submission of Proposals

In order to be considered for selection, organizations must submit a signed electronic (.pdf) response to this solicitation no later than 2:00 p.m. on April 21st, 2026. 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 ensure that the proposal is delivered to the designated district office in Item H, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline.

H. Withdrawal of Proposals

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

I. Evaluation and Selection Process

1. The Qualification to Bid Produce for FFVP Evaluation Committee members will include, but is not be limited to a minimum of one member from at least two departments to be named by the Executive Director of Culinary and Wellness Service. Potential participating committee members from departments could include, but not be limited to:
 - a. Culinary and Wellness Services
 - b. Procurement
2. Proposals, responses, and references will be included as the Evaluation Committee recommends a solution for the District. Upon approval from the authorized District signer on May 1st, 2026, 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 Qualification to Bid Produce for FFVP Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP. The rubric is provided in Appendix 4
4. The Evaluation Committee shall evaluate all proposals to determine which meet the minimum service/product requirements, without regard to price. This evaluation may, at the Evaluation Committee's discretion, be augmented by verbal or written requests for clarification, or additional information as necessary to determine whether the technical requirements can be met. The Evaluation Committee can contact references supplied in

vendor proposals. Findings from these inquiries will be included in the assessment of products for selecting finalists.

5. The Evaluation Committee will then only consider those proposals that meet the minimum service requirements for further evaluation. The Evaluation Committee will evaluate and score the vendor with regard to the scoring.

J. Effective Period of Proposals

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

K. Bid Reservations

Notwithstanding any other provisions of this RFP, the District reserves the right to award this contract to the organization(s) that best meet the requirements of the RFP, and not necessarily, to the lowest cost Proposer. Further, the District reserves the right to reject any or all bids, to award in whole or part, and to waive minor immaterial defects in bids. The District may consider, at its sole discretion, any alternative bid.

L. Notifications of Unsuccessful Vendors

The Evaluation Committee through the [MPS Procurement Dept](#), shall notify all Vendors no later than the award recommendation and approval to proceed being placed on the School Board agenda on June 9th, 2026.

M. Contract Negotiations

Negotiations may include all aspects of services and fees. After a review of the proposals, and in-person presentations, the District intends to enter into contract negotiations with the selected organization(s). If a contract with the selected organization is not finalized within 90 days, the District reserves the right to open negotiations with the next ranked organization(s).

N. Award of Contract

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

The selected firm(s) 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).

O. Contract Term

It is the intent to award the contract(s) for an initial one (1) year period with the option to renew it for up to three (3), one-year periods for a possible total contract term of four (4) years. The decision to renew the contract(s) will be at the sole discretion of the District and agreed upon by both parties.

P. Disposition of. and Public Access to. Proposals

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

Q. Cost Incurred in Responding

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

R. Assignment

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

S. Causes for Termination

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

SECTION II: SCOPE OF SERVICES

A. Project Background

This section begins with some background information on the Minneapolis Public School District and then discusses the overall expectations for the Qualification to Bid Produce for FFVP, as well as the district’s specific needs. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered.

The Minneapolis Public Schools is the fourth largest K-12 District in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. The District covers 70 school programs at 65 sites, with approximately 28,500 students and 3,200 teaching staff.

70 school programs include:

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

Growth projection: Stable

Superintendent: Dr. Lisa Sayles-Adams

Executive Director Culinary and Wellness Services (CWS): Angela Richey

Director Procurement: Christopher Boyce

B. Qualification to Bid Produce for FFVP Product/Service Goals

Projected Yearly Value:

- \$500,000.00

Primary Components:

The proposed Qualification to Bid Produce for FFVP must include, but not limited to, the following components:

- ✓ Consistent and high quality fruit and vegetables of the widest possible variety
- ✓ Reliable delivery of bid product and/or proactive solutions in case of supply chain disruption
- ✓ Understanding of the goals, operation, and needs of a FFVP service for a large district

C. Culinary and Wellness Services Organization

Culinary and Wellness Services Department Structure

- ✓ Department is led by Executive Director Angela Richey
- ✓ Operates a central manufacturing and distribution facility supporting 70 school site operations as well as community partners. These sites operate as either heat and serve installations or full kitchens with scratch cooking ability.

- ✓ Minneapolis Public Schools is on a mission to improve meals and snacks offered from the perceived “traditional school lunch” of highly processed foods, to wholesome, healthy and fresh foods
- ✓ To this end the department maintains strict product requirements covering nutrition and ingredients, an expansive Farm to School program and fosters new and innovative ideas in the school food service field.
- ✓ Operates and supports a number of different programs including NSLP, CACFP, FFVP
 - Approximate Lunches Daily: 16,000
 - Approximate Breakfasts Daily: 10,000
 - Approximate Afterschool Snacks Daily: 5,000
 - Approximate Number of FFVP servings per week: 30,000
- ✓ Under Minnesota State Statute 471, the District is a member of the Minnesota School Food Buying Group (MSFBG). Additionally, the District reserves the right to joint purchasing under this Contract with St. Paul Public Schools.
- ✓ Operates under the Buy American provision

D. General Description of Expected Services

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

E. Current FFVP Service Operation and Goals

1. FFVP service is currently 3 days per week, Tuesday through Thursday, approximately 10,000 servings per day. Service begins the first week of October and generally ends late April or early May, resulting in 7-8 monthly bid opportunities per school year.
2. All FFVP items are delivered to the MPS Nutrition Center at 812 Plymouth Ave N, 55411, two (2) business days prior to service. In case of holiday or other needed change in this timeline, alternate delivery dates will be communicated. Due to central operations and distribution needs, this timeline is not malleable.
3. FFVP vendor is determined on a monthly basis via direct competitive bid between all qualified and submitting vendors. A pre-formatted bid sheet including service days, delivery days, desired themes, target average serving cost and other relevant information is emailed directly to vendor contacts 4-6 weeks prior to the first day of monthly service.
4. Vendors are given a deadline 10 to 14 calendar days later to submit a bid. In general, bids are due prior to the 15th of the month to support menu planning and operations.
5. Submitted bids are evaluated by a committee of CWS staff according to variety, interest, price, and alignment with FFVP service goals.

6. Target per serving cost varies monthly from .60 to .80 depending on participation and budgeting decisions.
7. Bidding vendors are notified 1-2 days after submission deadline of award or rejection.
8. As part of the district's large Farm to School program, FFVP will occasionally be designated as Farm to School items. In these cases, the district's contracted Farm to School Processing Partner will be awarded those items with the balance of the award selected per above. Cost of these items is factored as part of the bid and average serving cost.
9. MPS requires at least one item per week be a Vegetable.
10. MPS requires at least one item per week be Domestically sourced.

F. FFVP Goals and Vision

1. The primary goal of the FFVP service is to introduce students to new and unusual products that they would not normally encounter while educating them about these products.
2. The products should come in the form of cut IW packages or small whole portions for easy distribution and consumption in MPS classrooms.
3. We understand that with price constraints new and different isn't possible every day, but we seek to maximize variety as much as possible.
4. The program goal is a "taste" of the item which CWS defines as: 1-1.5 oz cut package or 1 small whole item.
5. For the efficiency of distribution in the district and to minimize over ordering, CWS prefers 30 count cases of processed product. Whole products should be in their most cost efficient case size though 150 pieces or less is preferred for most items.

SECTION III: GENERAL BUSINESS INFORMATION

A. General Business Requirements

1. Provide a general overview and brief history of your organization, including parent and/or subsidiary organizations, number of employees, and number of years of experience in the field related to this RFP.
2. Describe your organization’s policy on changing the account manager on an account in the event MPS asks for a different representative or if it’s at the discretion of the organization.
3. Do you have any existing or potential conflict of interest, direct or indirect, with MPS? If yes, please state the potential conflict of interest.
4. Within the past seven years, has your organization been and/or is involved as a defendant in any lawsuits or administrative charges/complaints? Include those filed by or for customers or employees of customer companies. If yes, provide a brief summary of the case and its current status.
5. In the past seven years, has your organization experienced any major debt restructure or bankruptcy proceedings? If yes, provide a brief summary.
6. List any contracts or business arrangements currently and/or formerly in place between your organization and MPS.
7. Provide 3 current (no more than three years old) references, K-12 organizations preferred. If K-12 not available, provide non K-12 customer references. For each reference, provide the following information in this table format:

Description	Response
Customer Name	
Customer Address	
Current email address of a customer rep. most familiar with the project/program	
Time period of most recent service	

B. Qualifications and Experience

1. Describe the experience of your organization in providing a FFVP products solution for other school districts. If unable to provide for a school district, describe the experience for another company.
2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.
4. Describe your organization’s most important success in the past 2 years as an organization.
5. Please list your top three (3) competitors and detail out where your organization has a competitive advantage over each.
6. What is your organization doing to stay competitive in the market?

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

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your organization supports and demonstrates this MPS value in regard to Supplier Diversity and Employee Diversity.

2. Is your organization a certified, through a formal certification process from a Diverse Supplier organization i.e. MMSDC, WBENC, Quorum etc or 51% owned or controlled by an individual who represents a diversity category? If yes, please state which one.
3. If yes, please provide a copy of your certification documentation. If yes, but you do not have a certification document please state that here; MPS will also accept a notarized letter of affidavit.
4. Does your company subcontract to Diverse Suppliers? If yes, please provide your annual spend with subcontracted Diverse Suppliers. Do you plan on using subcontracted Diverse Suppliers in the provision of the services specified in this RFP?
5. One of the District's values is community engagement and involvement. Please describe, in detail, and provide some examples of how your organization supports this MPS value.
6. One of the District's values is sustainability. Please describe, in detail, and provide some examples of how your organization applies sustainable practices to your operations. I.e. Hybrid or Eco Friendly fleet, sustainable sourced moving supplies etc.

D. Business Ethics

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

E. Service Level Expectations

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.
2. Describe in detail your organization's contingency plan for working around problems which may arise as a result of providing your services.
3. What contract cancellations or non-renewals has your organization experienced over the last five (5) years? Please explain.
4. State your staff turnover rate of staff area for the last three years related to the services in this RFP. How do you see your staff turnover rate affecting customer service to Minneapolis Public Schools?
5. What turnover has your company experienced at the executive level over the last three years?
6. Please describe your structure for employee and organization relationship, i.e., how many account managers, project managers, technical engineers etc? Please include an organization chart to illustrate.
7. Who will be the main point of contact for MPS?
8. What are the hours of operation for your customer service and technical support?
9. A sample MPS contract is attached in Appendix 5. This contract is included to provide a sample of the level of service that will be required by MPS. MPS and the successful service provider(s) will decide together on the final contract that will be used to manage their relationship. Considering this information:
 - a. What existing policies or suggestions does your organization have in respect to penalties for non-performance of services (inaccurate/late billing and reporting, contract agreements not met, unavailability of service etc.)?
 - b. Explain, in detail, your complaint escalation process if the contract is in breach.

F. Fees and Costs

1. Describe in detail your fee structure and additional costs related to the proposal. These should include initial costs, ongoing costs, and any other related costs.
2. A sample bid week is included in Appendix 3. This sample week should also be filled out and submitted as part of the proposal.
3. Provide complete details of your pricing methodology to arrive at the above pricing.
4. Are there any other costs MPS can anticipate that have not been identified in the above questions?

G. Reporting

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage with the ability to sort and categorize information. Is your organization capable of providing the level of detail MPS requires, as described above? Please provide an example of this in Appendix C.

H. 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. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.
5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.
6. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).

I. Operational Challenge Responses

1. Please explain briefly how your company responded to the disruptions caused by the Covid Pandemic and resultant issues with both supply chain and the labor force.
2. What was the impact of these disruptions on your workforce?
3. What steps did you take to ensure continued safety for frontline employees during this time?
4. What changes have you made that make you better prepared to face such a situation in the future?
5. What are the primary operational challenges you are planning for that could impact operations over the potential course (4 FYs) of a contract awarded from this RFP?

SECTION IV: PROJECT SCOPE

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

A. Fresh Fruit and Vegetable Program Vision

1. In your own words, describe the purpose and value of the FFVP.
2. Describe the value of participating in the program to your company.
3. If there was an unlimited budget, what three items would you most like to offer students to taste and learn about?

B. Fresh Fruit and Vegetable Program Operations

4. Please describe your capabilities to meet the program operation expectations as outlined in Section II.
5. What challenges have you encountered providing products for FFVP? How did you address them?
6. What opportunities have emerged due to your participation in FFVP supply? How did you take advantage of them?
7. In case product is damaged, short, inconsistent with bid or has other issues, what is process and timeline to recover or compensate?
8. Do you foresee any issues participating in the stated bid format if qualified? If so, how would you suggest addressing them?

C. Wrap up to Project Scope Information

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

SECTION V: Appendix Requirements

- A. References: Please see section III. A. Question 8 for table
- B. Pricing Information: Please Refer to section III. F. for guidelines
- C. MPS Reports: Please see section III. G. Question 1 for more information

SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal
2. Organization Information Cover Sheet
3. Sample Bid Week
4. Evaluation Matrix
5. MPS Sample Contract

APPENDIX 1

INTENTION TO SUBMIT A PROPOSAL

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

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: <ul style="list-style-type: none"> - 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 requested product/service. Please continue to provide updates to the individual named above.
- No, we do not plan to submit a proposal.

Reason: _____

Organization Name (Print name): _____

Signature of Authorized Individual: _____

Printed Name of Authorized Individual: _____

Printed Title of Authorized Individual: _____

Date: _____

APPENDIX 2

Organization Information Cover Page

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

APPENDIX 3 Sample Bid

Sample Bid week is included below. Please fill out according to guidelines in this RFP and submit as part of your proposal. MPS understands this is an EXAMPLE and not a binding BID.

<u>Fruit/Vegetable</u>	Product #	Count for 1 serv	Serv per Case	Quoted Case Price	Price per Serving
					\$ -
					\$ -
					\$ -

APPENDIX 4

Evaluation Matrix



MINNEAPOLIS
PUBLIC SCHOOLS
Urban Education. Global Citizens.

Minneapolis Public Schools
Culinary and Wellness Services

RFP Scoring Rubric

Revised: 02-25-2026

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

APPENDIX 5

MINNEAPOLIS PUBLIC SCHOOLS EXAMPLE 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

- 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, 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 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 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. 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

- 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 LIABILITY

- 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 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 contractor. The District, may, in such event, withhold payments due to the Contractor for the purpose of set-off until such time as the exact amount of damages due to the District is determined. The rights or remedies provided here shall not limit the District, in case of any default, error or omissions, by the Contractor, from asserting any other right or remedy

allowed by law. Nothing in this Contract shall be construed as a waiver of any right, remedy, liability limit or immunity of the District under law.

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

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 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.

[The remainder of this page intentionally left blank.]

SPECIAL SCHOOL DISTRICT NO. 1 Authorization

Signature: _____

Name: _____
(Printed)

Title: _____

Date: _____

CONTRACTOR Authorization

Signature: _____

Name: _____
(Printed)

Title: _____

Date: _____

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.]

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.]

EXHIBIT C: STUDENT DATA PRIVACY

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

1. Contractor acknowledges that all of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing the services described in this Contract is subject to the requirements of the MGDPA, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if it were a government entity. Contractor shall be subject to all civil remedies available under the MGDPA, Minn. Stat. § 13.08 as amended, for any violation of these obligations.
2. No educational data created, received, maintained, or disseminated by Contractor pursuant or incidental to this Contract shall become or be considered property of the Contractor. Any such educational data shall remain the property of the District.
3. If educational data maintained by Contractor pursuant or incidental to performance of this Contract are subject to a breach of security of the data, as that term is defined by the MGDPA, Minn. Stat. § 13.055 as amended, Contractor shall, upon discovering such breach, provide the District with all information necessary for the District to fulfill its obligations under the MGDPA.
4. Contractor shall not sell, share, or disseminate educational data, except as permitted under the MGDPA, Minn. Stat. § 13.32 as amended, or as part of a valid delegation or assignment of this Contract, if the terms of the Contract permit delegation or assignment. Any assignee or delegee must separately execute this Exhibit and is bound by the same terms.
5. Contractor shall not use educational data for any commercial purpose, including but not limited to marketing or advertising to a student or parent.
 - a. The term “commercial purpose,” does not include providing the specific services agreed upon in this Contract.
 - b. Contractor may use deidentified aggregate information for the purpose of improving, maintaining, developing, supporting, or diagnosing the Contractor’s site, service, or operation, as long as all direct and indirect identifiers have been removed from the data prior to use.
6. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only have access to educational data if authorized.
7. Contractor’s employees, officers, agents, and sub-contractors, if applicable, shall only be authorized to access educational data if such access is necessary to fulfill their official duties in the performance of this Contract.
8. Unless renewal of the Contract is reasonably anticipated, Contractor shall destroy or return all educational data created, received, or maintained pursuant or incidental to the Contract within 90 days of the expiration of this Contract.

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

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

[CONTRACTOR NAME]

Signature

Name

Title

Date