MINNEAPOLIS
PUBLIC SCHOOLS

Request for Proposal (RFP) for CWS Production and Packaging Line Machine RFP: 26-27

Minneapolis Public Schools - Special School District No. 1

1250 West Broadway Ave.
Minneapolis, Minnesota 55411-2533
MPS Procurement
Issued: June 17th, 2026
Submissions Due: July 28th, 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 a production line packaging machine and container solution for high volume food manufacturing.

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 one organization to provide the necessary packaging machine and container solution. To facilitate the submission and evaluation of proposals, this request for proposal provides additional background information regarding MPS that will be relevant to the proposal of the packaging machine and container solution.

RFP Primary Objective 1: Gain a thorough understanding of the product capability in order to select, implement and operate packaging machine and container solution that will meet the needs of the district for the next 5 years or more.

RFP Primary Objective 2: Gain a thorough understanding of the packaging machine and container solution total proposed costs. Including but not limited to: Initial procurement, upkeep and maintenance, associated packaging supplies and other costs.

RFP Primary Objective 3: To select a vendor partner with a product strategy and product enhancement delivery/implementation history that will meet the District's needs (both for current use and future additional functionality) throughout the life of the product.

B. Schedule of Proposal

1.	Issue RFP:	June 17th, 2026
2.	Intention to Submit:	July 7th, 2026
3.	Written Questions Due:	July 7th, 2026
4.	Responses to Questions:	July 10th, 2026
5.	Proposals Due:	July 28th, 2026
6.	Award bid – Notification:	July 30th, 2026
7.	District Approval	September 8th, 2026
8.	Implementation:	September 1st, 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 July 7th, 2026. This document can 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 July 7th,

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2026; the organization will not be able to participate in CWS Production and Packaging Line Machine RFP 26-27.

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 July 7th, 2026 to: RFX@mpls.k12.mn.us. The District will provide written responses to questions from prospective Proposers no later than July 10th, 2026 EOD. After July 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 (on the Intent to Submit form) with the District for this RFP.

F. Preparation of Proposal

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. Proposal must be double-spaced, with at least than one-inch margins. Font must be at least 12-point. **Any RFP submitted that is not double-spaced, uses margins less than 1-inch, and smaller than 12-point font will not be reviewed. There will be no exceptions.**
5. Each response to questions in Section III and IV of the proposal must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
6. The proposal narrative for Section III-IV may not exceed 25 total, not including appendices. **Proposals exceeding the 25 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)

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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 July 28th, 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 assure that the proposal is delivered to the designated district office in Item H, above, prior to the deadline. No proposal received after the deadline will be considered. No unsolicited corrected or resubmitted proposals will be accepted after the proposal submission deadline.

H. Withdrawal of Proposals

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

I. Evaluation and Selection Process

1. The CWS Production and Packaging Line Machine 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 July 29th, 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 CWS Production and Packaging Line Machine 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

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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 September 8th, 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.

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Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one (1) -year period, it must give written notice to the District 90 days in advance of any fee change. Fees may be changed only by notice within 90 days of the contract expiration date. These fees are subject to negotiation and approval by the District.

P. Disposition of and Public Access to Proposals

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

Q. Cost Incurred in Responding

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

R. Assignment

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

S. Causes for Termination

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

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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 CWS Production and Packaging Line Machine 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. CWS Production and Packaging Line Machine Product/Service Goals

Primary Components:
The proposed Production and Packaging Line Machine must include, but not limited to, the following components:

- ✓ Tray pack food production and assembly line with integrated heat sealing function similar to current equipment as described below.
- ✓ Appropriate matching food containers and sealing film per specifications
- ✓ Delivery, set up, training, and maintenance plans
- ✓ All costs and timelines related to the above
- ✓ Additional relevant information

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.

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

D. General Description of Expected Services

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

E. Specific Expectation and Components to be Addressed by Response

1. CWS is seeking an option to replace a food packing line machine, the associated containers and other supplies. Specifications and requirements for each of these items are below.
2. Purchase options may be proposed in a Lease, Lease to Own, Lease with supply purchase component, or Purchase model. Multiple options may be proposed at once as long as each option is clearly explained and delineated.
3. Submitted proposals should address all components thoroughly including costs, proposed sources and requirements such as timeline and minimums.
4. CWS utilizes Vertiv Operating Company as a distributor for food packaging products either through their warehouse or via managed direct ship and any supply proposal should be viable to fit into that supply chain model.
5. Evaluation of Proposals will be according to the Evaluation Matrix in Appendix 3.

F. Specification and Requirement Overview

1. Proposals should provide for or at least address four main Goods areas: Packaging Machine, Hot Containers, Cold Containers, Film. Each of these is addressed in detail below.

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2. Proposals should also address Service areas such as: Delivery, set up, training, ongoing service support and, if necessary due to solution proposed, machine return.
3. Reference pictures of current machine and packaging is supplied in Appendix 5.

G. Food Packaging machine

1. Currently in place machine is a Machine Specialist Inc SRR1691009 ELEC 1. It is a 29', double sided top seal packager with integrated de-nester. Main operational level is 34.5".
2. Current machine seals both cold served and heat and serve containers. Container specifics provided below.
3. Proposed solutions should be a similar footprint, capability and capacity to ensure continuity of service and operational fidelity.
4. Machine should be variable speed from, at minimum, 7 to 45 units per minute per side.
5. Preference for spray down or similar cleaning ability.
6. De-nester/automatic tray dropper options should be included as separate, optional line items if available.
7. Machine should accommodate up to eight (8) employee positions to fill trays, four (4) per side. Additional staff for loading trays, support and unloading sealed trays may be assigned in operation.
8. This machine is planned for 2-4 hours of operation per day, every weekday (178) of the school year, with occasion 6-8 hours production days.
9. Combined tray count production per day averages 3,000 units with an estimate total of 500,000 units per year.

H. Hot Food Container

1. First current Hot food container is the Form Plastics 5047, https://formplastics.com/products/5047-404539-1-cmpt-dual-ovenable-offer-vs-serve/.
2. Second current Hot food container is a lined paper stock 4.5"x4.5"x1 3/8" white container.
3. As part of our department commitment to environmental sustainability and due to City of Minneapolis Regulations, we are seeking to eliminate black plastic and potentially all plastic container as a packaging medium.
4. Primary usage is frozen vegetables, small side dishes such as pasta, and single portion desserts.
5. Proposed replacement container should match the size, volume and capability of our current containers as much as possible.
6. Container must be food safe, freezer safe to -25°F, oven safe (350°F required, 400°F preferred), securely sealable for transport and heating, and easily openable by young children.
7. CWS storage, transport, and heating is conducted using custom metal wire racking. To ensure proper airflow in these racks, containers can be no taller than 1.75" and shorter is preferred.

I. Cold Food Container

1. Current Cold container is the Nextera Packaging SB1. 4.5"x4.5"x1 3/8" clear PET plastic tray.
2. Primary Usage is portioned cut fruit, chicken salad, and cold proteins.

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3. Proposed container may be the same as for hot food but must also operate according to this section's requirements.
4. Proposed replacement container must be food safe, freezer safe to -25°F, securely sealable for transport and freezing, and easily openable by young children.
5. CWS storage and transport is conducted using custom metal wire racking. To ensure proper airflow in these racks, replacement containers can be no taller than 1.75" and shorter is preferred.
6. Ideally the proposed packaging machine would be able to process this container without changing dies to minimize changeover times in production.
7. CWS will consider replacements for this product to better align with proposed packaging machine or die options that accept it.

J. Films

1. CWS utilizes three sealing films in operations on the current machine. These are 1) solid cold container, 2) solid oven safe, 3) microperforated oven safe.
2. Proposals should address products and/or sourcing to meet the needs of all containers.
3. Films should meet the same operation, storage, heating and transport requirements as the associated containers but otherwise best match the proposed container solution for width, thickness, and other specifications.
4. Films may be proposed from the machine and/or container manufacturer, or through a third party specialist company.
5. There is no set preference to the films other than that meet the goals of the RFP and match the proposed containers.
6. There is no preference on the perforation pattern as long as it accomplishes the goal of venting cooking product.

K. Operational Information

1. Containers and supplies are stocked on site in par levels according to planned production. Food products, either purchased or manufactured in house and ranging from frozen to 150°F, are packaged in an appropriate container by hand using portioning equipment. Once sealed, containers are loaded into wire storage baskets allowing airflow then either moved to a large freezer operating at -10°F for chilling/storage or cooler spaces until needed. When needed for school kitchen operations, products are pulled from storage, selected per site, held under refrigeration overnight then shipped in refrigerated box trucks. At school sites containers are held under refrigeration until heated and/or served. According to product they are served in a hot or cold serving line to student customers.
2. Electricity availability
    (1) Is there a PLC Brand preferred? – No preference.
    (2) Is 208-230v single phase, - Yes
    (3) 115v single phase available? - Yes
    (4) What amperage is available? – 15A
3. The packaging floor uses an overhead distribution system for electric, light and compressed air allowing connections anywhere along the production line.
4. Production space is a large, high ceiling room walled in cinder blocks with constant bright light and ventilation. Space is temperature controlled to between 60° and 65°F. Multiple

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packaging lines are arranged in parallel with 10+ ft between them and at either end for product and personnel movement.

5. The current equipment is in the 17th year of its operational life and MPS would like to replace it with similar longevity, however, to allow fair comparison between potential sales plans, MPS is evaluating based on cost/value over a 5 year period.
6. Current usage forecast is stable to rising based on menu plans and enrollment/participation projections.

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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 over which each project was completed	
List of products installed and operational	

B. Qualifications and Experience

1. Describe the experience of your organization in providing a Production and Packaging Line Machine 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

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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:

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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. This information me listed in the form of quotes, estimates, etc. attached as an appendix.
2. For supplies (Packaging, film) please provide costs related to minimums and any cost breaks for larger shipments.
3. Provide complete details of your pricing methodology to arrive at the above pricing.
4. Identify and describe any and all other fee-based related services that are available from your organization beyond those outlined above.
5. Are there any other costs MPS can anticipate that have not been identified in the above questions?

G. 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).

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SECTION IV: PROJECT SCOPE

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

A. Overall Proposal
   a. What purchasing model(s) are you proposing for this solution?
   b. Please briefly describe each.

B. Packaging Machine
   a. Briefly describe your proposed machine solution, how it addresses the requirements in section II and other relevant information.
   b. Technical specs and additional information may be included as an appendix per outlined format.
   c. If you are proposing multiple potential solutions, please be sure each is clearly labeled and delineated.

C. Hot Container
   a. Briefly describe your proposed hot packaging container solution, how it addresses the requirements in section II and other relevant information.
   b. Technical specs and additional information may be included as an appendix per outlined format.
   c. If you are proposing multiple potential solutions, please be sure each is clearly labeled and delineated.

D. Cold Container
   a. Is your proposed machine solution capable of processing our current cold container, the SB1?
   b. If so, are any modifications or alterations, such as switching dies, needed when changing containers?
   c. If Not, Briefly describe your proposed cold packaging container solution, how it addresses the requirements in section II and other relevant information.
   d. Technical specs and additional information may be included as an appendix per outlined format.
   e. If you are proposing multiple potential solutions, please be sure each is clearly labeled and delineated.

E. Films
   a. Briefly describe your proposed film options for the hot packaging container and, if needed, the cold packaging container. Proposals that do not require a different cold container need not address the film.
   b. Technical specs and additional information may be included as an appendix per outlined format.
   c. If you are proposing multiple potential solutions, please be sure each is clearly labeled and delineated.

F. Service
   a. Explain the proposed lead time, delivery plan, set up plan, and initial training options available.
   b. Describe after purchase and ongoing service and support, including parts sourcing, available as part of this proposal or in an as needed capacity.

G. 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

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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?

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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. Service Level Expectations: Attach samples of service level agreements, contracts etc.

D. Additional Documents: Attach any additional documents needed that pertain to this RFP.

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SECTION VI: MPS Appendix Documents

1. Intention to Submit a Proposal
2. Organization Information Cover Sheet
3. Evaluation Matrix
4. MPS Sample Contract
5. Current operation components images

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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 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:_____

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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

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	5.00
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.	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**

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APPENDIX 4
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. at Culinary and Wellness Services Nutrtion Center and School Sites as applicable.

1 TERM OF CONTRACT

1.1 This Contract is effective on July 1, 2026 or the date of the last signature of the parties, whichever is later, and shall remain in effect until June 30, 2027, 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 $X,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.

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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 ten (10) business days from the date of delivery. If Buyer has not rejected the Goods within ten (10) business days 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 GENERAL TERMS AND CONDITIONS

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7.1 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.

8 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY

8.1 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.

9 DATA PRIVACY

9.1 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.

9.2 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

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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.

10 USE OF DISTRICT NAME OR LOGO

10.1 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.

11 INDEPENDENT CONTRACTOR

11.1 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.

11.2 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.

12 WORKER HEALTH, SAFETY AND TRAINING

12.1 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

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performed by Contractor. Contractor shall develop and implement an emergency plan and procedures to follow in emergencies.

13 BUREAU OF CITIZENSHIP & IMMIGRATION SERVICES REQUIREMENTS

13.1 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.

14 INSURANCE

14.1 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.

14.2 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.

14.3 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.

15 INDEMNIFICATION

15.1 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

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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.

16 LIMITATION ON LIABILTY

16.1 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.

17 CONFLICT OF INTEREST/CODE OF ETHICS

17.1 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.

18 COMPLIANCE WITH LAWS AND DEBARMENT

18.1 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.

19 TERMINATION

19.1 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

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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.

19.2 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.

19.3 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.

20 FORCE MAJEURE

20.1 Neither Party shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is caused by or results from acts beyond its reasonable control, including but not limited to: acts of God; natural disasters; fire; flood; earthquake; explosion; war; terrorism; civil unrest; epidemic or pandemic; governmental actions or orders; embargoes; shortages of labor, materials, or transportation; or any other event that renders performance commercially impracticable.

20.2 In addition, the School District shall have the right to suspend or terminate this Agreement, in whole or in part, without penalty or liability, in the event of labor-related disruptions including but not limited to legal or illegal strikes, lockouts, picketing, walkouts, slowdowns, or other labor unrest that materially affects the District's operations or the Vendor's ability to perform under this Agreement.

20.3 The Party affected by a force majeure event shall promptly notify the other Party in writing, describing the nature of the event and its expected duration. If the

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force majeure event continues for more than thirty (30) consecutive days, either Party may terminate this Agreement without further obligation, except for payment for services rendered or goods delivered prior to the force majeure event.

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

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Division: D- Ops 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

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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

Signature: _____
Name: _____
(Printed)

Title: _____

Date: _____

CONTRACTOR NAME

Signature: _____
Name: _____
(Printed)

Title: _____

Date: _____

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EXHIBIT A: SCOPE OF WORK

Deliverables:

Service Outcome:

Method of Evaluation

[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:

Net 30

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EXHIBIT C: STUDENT DATA PRIVACY

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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.

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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

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EXHIBIT D: DIGITAL ACCESSIBILITY COMPLIANCE RIDER

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

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

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

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

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

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

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

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

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

District Authorized Signature	Contractor Authorized Signature
Name / Title: _____	Name / Title: _____
Date: _____	Date: _____

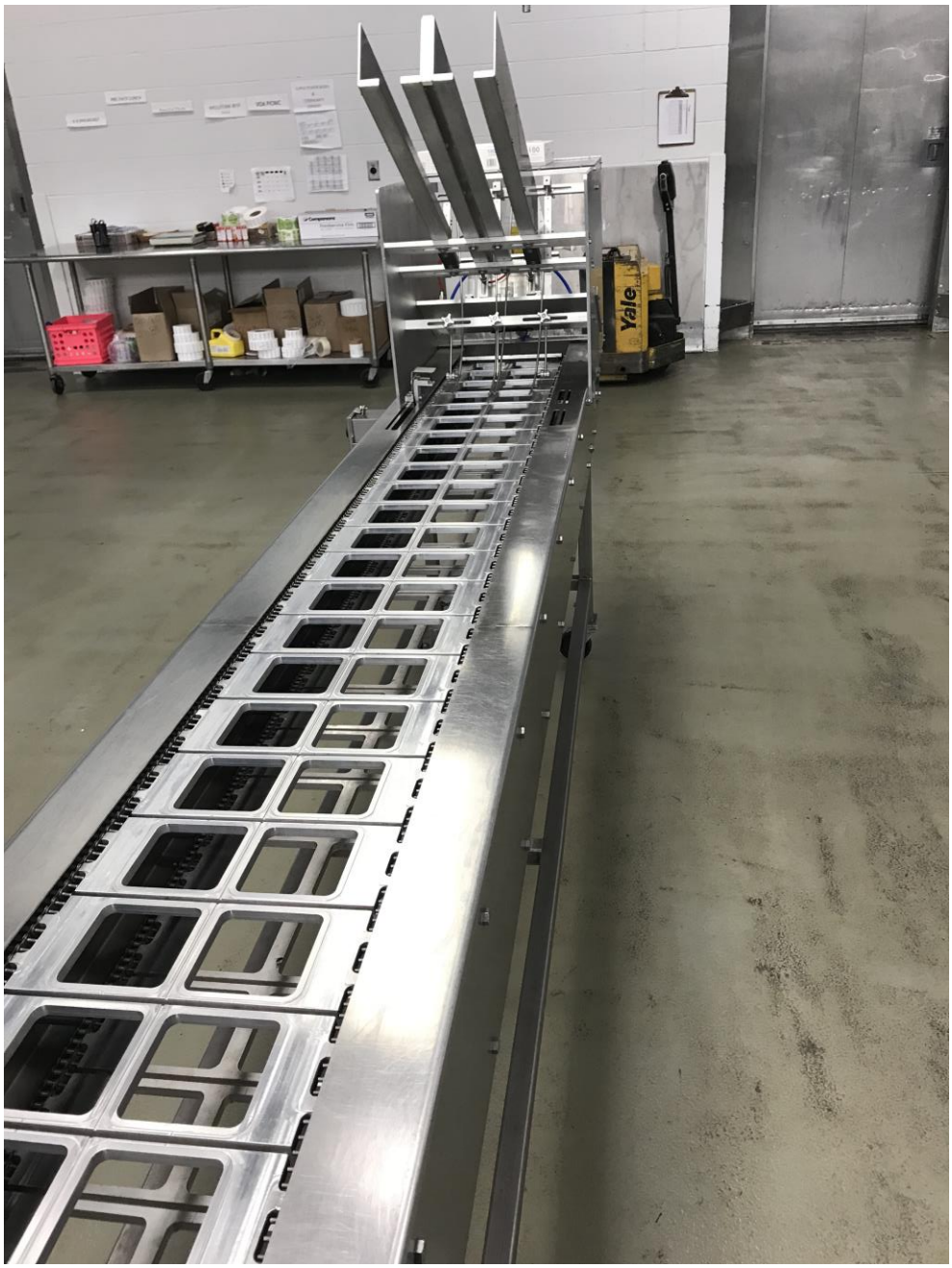
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Appendix 5
Current operational component images

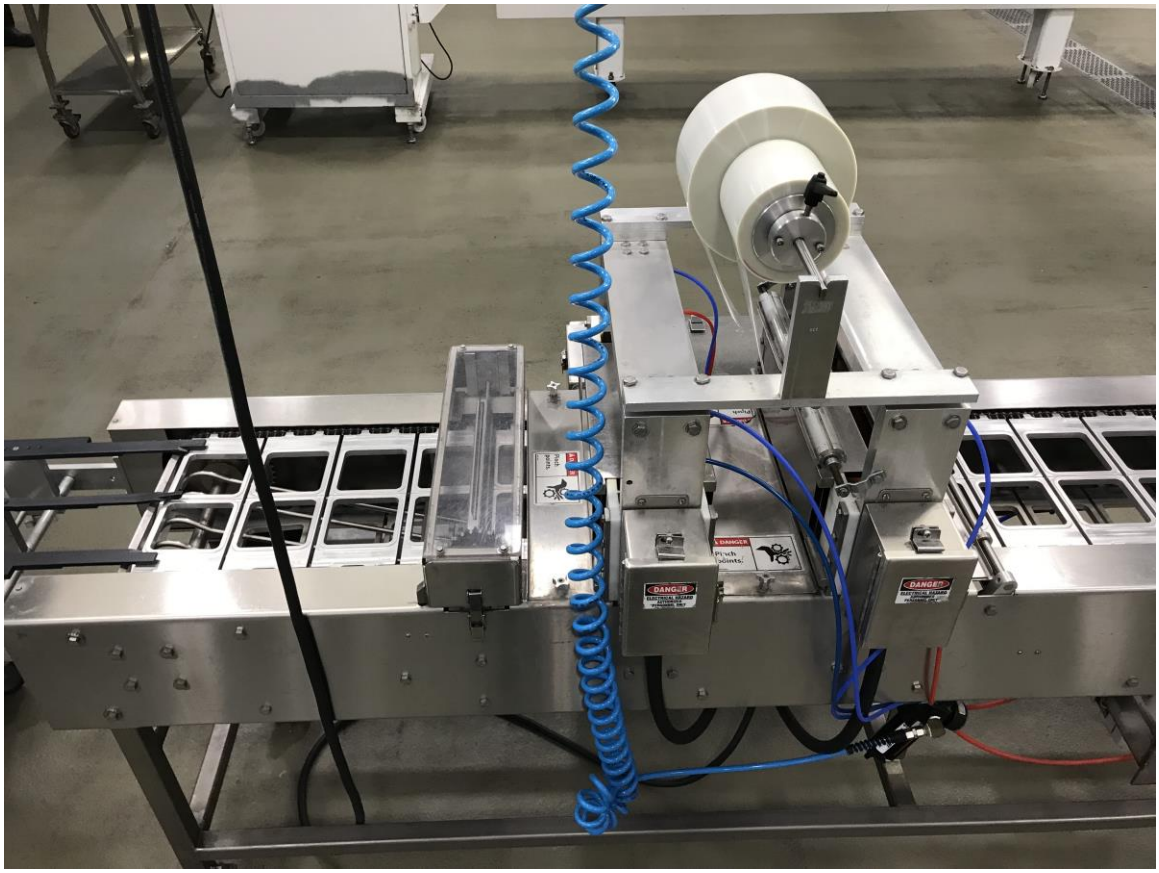
Current Packaging Machine in Situ



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Current Hot Container – 5047

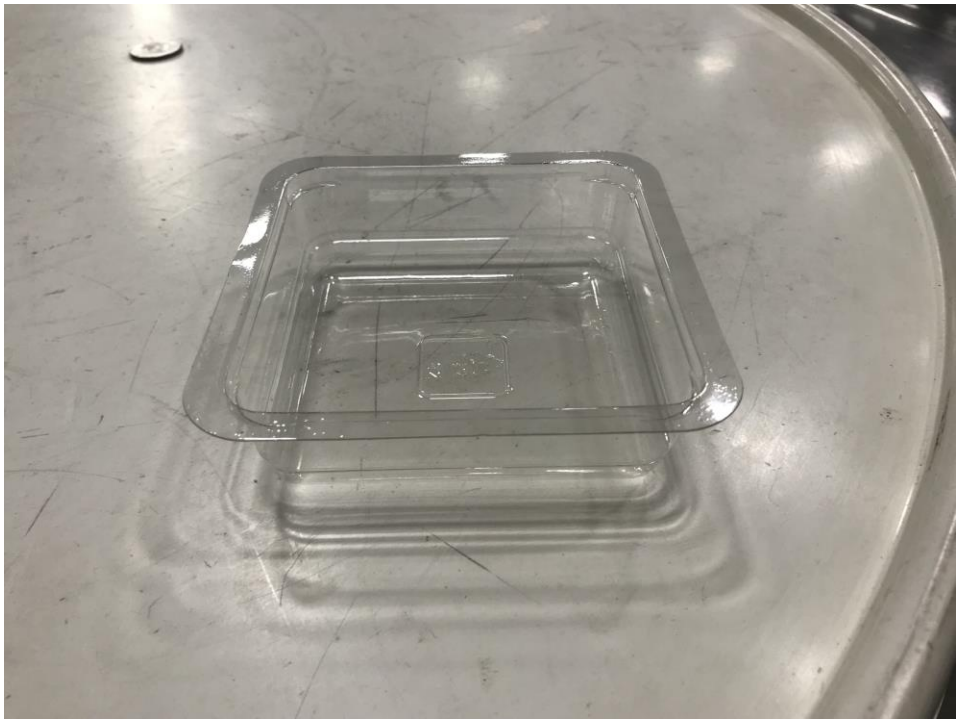


Current Hot Container – Aptar



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Current Cold Container – SB1



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