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**Request for Proposal (RFP) for  
Prime Vendor for Grocery Items and Supplies for  
Culinary and Wellness Services**

**RFP: 19-15**

**Minneapolis Public Schools - Special School District No. 1**

1250 West Broadway Ave  
Minneapolis, Minnesota 55411  
Tou Doua Yang – Senior Buyer  
Issued: Tuesday, May 7, 2019

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**SECTION I: OVERVIEW**

**A. Project Objective**

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide Grocery Items and Supplies for Culinary and Wellness Services (CWS).

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 35,000 students and 3,200 teaching staff.

The District intends to select one organization to provide the necessary Grocery Items and Supplies for Culinary and Wellness Services. 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 Prime Vendor Grocery Items and Supplies for CWS.

**RFP Primary Objectives:** Gain a thorough understanding of the costs and service capabilities of all qualified Respondents in order to select a Prime Vendor for Grocery Items and Supplies for Culinary and Wellness Services that will meet the needs of the district for the next one year or more.

The District may make such investigations as deemed necessary to determine the ability and responsibility of the Distributor. The Distributor shall furnish any and all information and data for this purpose, as the District may request. The District reserves the right to reject any Proposal if the evidence submitted by, or investigated of, such Distributor fails to satisfy the District that such Distributor is properly qualified to perform under the terms of the specifications. The competence and responsibility of the Distributor will be considered in making an award.

A Distributor must be deemed qualified, in the judgment of the District's Officials, to perform as required herein. A Proposal may be rejected if a Distributor fails to meet any one of the following:

**Product Line:** It must be clearly evident to the District that a Distributor is capable of delivering promptly all items on the Proposal list and acquiring, on short notice, any peripheral items, which might be required.

**Capacity:** A Distributor must clearly demonstrate to the District that they have the capacity, physically and financially, to supply items to the District in economical quantities as required in climate controlled trucks. Conditions for storing chilled and frozen products must be as recommended by the World Food Logistics Organization.

**Reliability:** A successful Distributor must have a verifiable record of service, particularly with respect to delivery all items on a regular basis at favorable prices. A distributor may be designated as unacceptable if the specifications are violated and/or poor communication exists between the Distributor and the District. The Distributor must have a written HACCP plan.

**Technology:** The Distributor must have web-based online ordering and reporting capabilities. The Distributor's online system must be capable of providing various report that can be accessed by the District in an unprotected Excel format that show what the District is buying and the price

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paid, for all locations sorted in various manners for all time periods. The Distributor must be capable of electronic invoicing. The Distributor must have the capability to send to the Minnesota Department of Education the Commodity Monthly Summary Rebate Report. Distributor must provide District with a guest user name and password to access their site to review online ordering and reporting system.

The Distributor must have the capabilities to integrate with the District SAP's SRM (Supplier Relationship Management) System.

The Distributor must have the capabilities to integrate with the CWS ordering system (PrimeroEdge).

The Distributor must demonstrate that it is qualified per the above paragraph in a written response. It is the intent of the District to award one vendor. Award shall be based on, but not limited to the following:

1. Information provided in proposal including fixed fee and market basket evaluation.
2. Vendor Performance – The general reputation and experience of the vendor in the industry. The District's evaluation of the Vendor's ability to service the School District's terms of its requirements as called for in the specifications. The District's knowledge and/or experience of the Vendor's past performance, including quality of merchandise offered.
3. The nature and extent of company data furnished with this Proposal or furnished upon request by the District at any time prior to Proposal award.
4. The financial responsibility of the Vendor.
5. Delivery – Vendor's ability to meet delivery and stocking requirements, climate controlled trucks.
6. District's assessment of any testing and/or prior evaluation, including pre-award audits and/or visits.

In evaluating Proposals, the District will consider whether or not the Proposals comply with prescribed requirements. A Distributor may be disqualified based on failure to meet any of the above criteria. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Site visits and pre-award audits may be done prior to the award.

It is the intent of the District to award Contract to one primary Distributor. However, the right is reserved to award this Proposal in part or in whole to a single Distributor or to reject any or all Proposals and to waive minor irregularities in the Proposal, if it is in the best interest of the District to do so. The District also reserves the right to not award Contract in its entirety if it is the best interest of the District to do so. The School Board reserves the right to reject any or all Proposals or parts of Proposals.

### **B. Schedule of Proposal**

- |                            |                                     |
|----------------------------|-------------------------------------|
| 1. Issue RFP:              | Tuesday, May 7, 2019                |
| 2. Intention to submit:    | Tuesday, May 21, 2019               |
| 3. Written Questions Due:  | Tuesday, May 21, 2019 – 4:00 PM CST |
| 4. Responses to Questions: | Wednesday, May 22, 2019             |

5. Proposals Due: Friday, May 24, 2019 – 2:00 PM CST
6. Finalist Selected & notified: Friday, May 31, 2019
7. School Board Approval Tuesday, June 11, 2019
8. Implementation Process: Immediately upon School Board Approval

**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 2: Intention to Submit a Proposal by Tuesday May 21, 2019. This document can be emailed to Toudoua.Yang@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 in person or by email by reference date above; the organization may not be able to participate in this request for proposal.

**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 Tuesday, May 21, 2019 to: Tou Doua Yang at Toudoua.Yang@mpls.k12.mn.us. The District will provide written responses to **ALL** questions from prospective Proposers no later than Wednesday, May 22, 2019 by 4:00 p.m. Central Standard Time. All questions and answers will be share to with all proposer on Wednesday May 22, 2019.

Reponses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda will be provided to all Distributors who have submitted a proposal. The District will not be responsible for, no honor any claims resulting from, or alleged to be the result of misunderstanding by the Distributor. No phone or in person inquiries will be accepted. It is the Distributor's responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District's attention.

**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 preparation, a word document of this file can be requested From Josiah.nebo@mpls.k12.mn.us**
3. 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.
4. Each page of the proposal must be sequentially numbered and include the proposing organization's name.

5. RFP 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.**
6. Each response to questions in Section III and IV of the RFP must be appropriately labeled (e.g., Section III: General Business Questions, A. General Business Requirements, Question #1; etc.).
7. Some questions in this RFP 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 RFP, separate appendices for each part must be developed. Each appendix should be clearly labeled (e.g., Appendix A: Financial Records, 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 RFP.**
9. The RFP must be submitted in the appropriate order. Each part of the RFP should be separated with a section divider page listing the *title* of the next part of the RFP that is enclosed. All RFPs 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. Market Basket Submission
  - f. Appendix Materials
10. Additional circumstances that may lead to RFP not being reviewed and/or selected:
  - a. RFP 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.
  - 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 RFP is missing or incomplete.
  - e. The RFP does not meet length, font, or other formatting requirements.

**G. Submission of Proposals**

**In order to be considered for selection, organizations must submit two signed physical and one electronic response to this solicitation no later than 2:00pm on Friday, May 24, 2019. Late proposals shall not be accepted. Two physical copies, and one (1) electronic copies on USB flash drive must be submitted to:**

Tou Doua Yang  
Minneapolis Public Schools  
1250 West Broadway Avenue  
Minneapolis, MN 55411  
Phone: 612-668-3706

Electronic copies on USB flash drives must include full and complete electronic copies of the proposal AND the Market Basket. **The written Proposal portions must be in the form of a PDF file and the Market Basket must be in the form of an unprotected Excel spreadsheet.**

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. USB flash drives will not be returned.

The organization assumes the risk of any delay in the mail or on the handling of mail by employees of the District. Whether the proposal is sent by mail or by means of person delivery, the organization assumes the responsibility for having their proposal clocked in on time at the place specified. Telephone amendments or faxed or e-mailed proposals will not be accepted at any time.

#### **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 Tou Doua Yang at Toudoua.Yang@mpls.k12.mn.us. This written request can be either electronic or a hard copy format.

#### **I. Evaluation and Selection Process**

1. The Grocery Items and Supplies for CWS Committee members will include, but is not be limited to a minimum of one member from at least two departments to be named by the Director of CWS or designee. Potential participating committee members from departments could include, but not be limited to:
  - a. Culinary and Wellness Services
  - b. MPS 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 June 11, 2019, 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 Prime Vendor for Grocery Items and Supplies for CWS Evaluation Committee members will use a rubric to evaluate the responses to the questions outlined in this RFP.
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 **Evaluation Criteria in Appendix 6**.

**J. 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.

**K. Notifications of Unsuccessful Vendors**

The Evaluation Committee shall notify all Vendors no later than the award recommendation and approval to proceed being placed on the School Board agenda on June 11, 2019.

**L. 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).

**M. 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).

**N. Contract Term**

It is the intent to award the contract(s) for an initial one year period with the option to renew it for 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. The initial contract period shall be from July 1, 2019 to June 30, 2020. The estimated value of the contract is \$6,000,000 annually.

Proposers must agree to fix contract fees for the entire duration of the contract. These fees are subject to negotiation and approval by the District at each renewal period.

**O. Disposition of Proposals**

All materials submitted in response to this RFP will become the property of the District. All information submitted is considered public and may be disclosed to third parties.

**P. 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.

**Q. 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.

**R. 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 on 90-days notice. The District may terminate the agreement with cause on 30 days 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 Grocery Items and Supplies for Culinary and Wellness Services, as well as the district's specific needs. It also describes existing services and equipment that the Vendor may wish to incorporate into its design and the issues that need to be considered.

The Minneapolis Public Schools is the third largest K-12 District in Minnesota. Minneapolis, located in Hennepin County, is the largest city in the state of Minnesota, and is the 48th largest in the United States. The District covers 70 school programs at 67 feeding sites, with approximately 35,000 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

**B. Culinary and Wellness Services**

Minneapolis Public Schools is committed to providing meals too all students in accordance with our product and ingredient parameters located in Appendix 7.

Number of MPS Serving Sites: 67  
Number of non-MPS Serving Sites: 3  
Approximate Lunches Daily: 22,000  
Approximate Breakfasts Daily: 12,000  
Approximate Afterschool Snacks Daily: 5,000

Vendor must be willing to accommodate CWS as we expand our operations to serve student in the Twin Cities region. This includes delivering to schools not located in MPS attendance boundary.

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.

**C. Description of Expected Services**

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

**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. List your current top two K-12 School customers and either a third K-12 School customer or other contract business customer , in regards to sales, including the school/contract business name, number of delivery locations, estimated annual sales, start date of contract, and contact name, address, phone number and email address.

1. School Name	
Number of Delivery Locations	
Estimated Annual Sales	
Start Date of Contract	
Contact Name	
Contact Address	
Contact Phone Number	
Contract Email	

2. School Name	
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Number of Delivery Locations	
Estimated Annual Sales	
Start Date of Contract	
Contact Name	
Contact Address	
Contact Phone Number	
Contact Email	

3. School or Contract Business Name	
Number of Delivery Locations	
Estimated Annual Sales	
Start Date of Contract	
Contact Name	
Contact Address	
Contact Phone Number	
Contact Email	

8. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

School Name	
-------------	--

Estimated Annual Sales	
Start Date of Contract	
End Date of Contract	
Contact Name	
Contact Address	
Contact Phone Number	
Contact Email	
Rationale for Ending Contract	

**B. 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 regards 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.
7. CWS is a proud member of the Good Food Purchasing Program (GFPP), a national coalition working to create a transparent and equitable food system. GFPP provides a metric based, flexible framework that supports and encourages large institutions to direct their buying power toward five core values: local economies, environmental sustainability, valued workforce, animal welfare and nutrition. It is important to us that our food procurement practices support responsible production practices in line with the GFPP and our vendors are critical partners for helping us make positive procurement changes to advance the GFPP

values within our district. See Appendix 10 for more information on GFPP. Please describe how your organization demonstrates the Good Food Purchasing Program Core values.

8. Do you have the ability to track product information regarding farm/supplier of origin and production location for all products?

**C. Business Ethics**

1. Describe your process for conducting background and reference checks on new hires including criminal checks and providing that information to School Districts.

**D. 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. The Contract Vendor must provide a dedicated Sales Representative, and Customer Service Representative to work closely with the District Culinary and Wellness Services department, Accounting Office, and all Schools & Departments within the District to assure continuity and success of the contract.

Sales Representative/Outside Sales:

Name: \_\_\_\_\_

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

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

Phone Number(s): \_\_\_\_\_

Number of Years with Distributor: \_\_\_\_\_

Percentage of representative's Current Sales he or she is responsible for that are schools:

\_\_\_\_\_

Customer Service Representative/Inside Sales:

Name: \_\_\_\_\_

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

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

Phone Number(s): \_\_\_\_\_

Number of Years with Distributor: \_\_\_\_\_

Percentage of representative's Current Sales he or she is responsible for that are schools:  
\_\_\_\_\_

8. What are the hours of operation for your customer service and technical support?
9. A sample MPS contract is attached in Appendix 2. 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.

#### **E. Fees and Costs**

##### **Definition of Contract Costs**

The District reserves the right to negotiate, either independently or cooperatively, with manufacturers for contract prices. The Distributor is also responsible to contact Brokers and Manufacturers to obtain the best proposed price on behalf of the District for all items purchased by the District.

Any financial advantage or savings the Distributor receives based off of purchases made for Minneapolis Public Schools must be passed on to the District in its entirety. This includes but not limited to allowances, bid pricing, and rebates, including non-profit and blanket school bid pricing and allowances.

For verification purposes, the District reserves the right to have available at the Contractor's place of business, at a reasonable time the right to inspect such documents as necessary to establish the "cost" portion of the contractor's price. Notwithstanding, cancellation notice requirements identified in the Proposal, if the designated contract supplier refuses such inspection to the District, the District may immediately cancel the contract.

The Distributor is responsible for automatically requesting to renew any expiring bid pricing or allowances on all items the District is purchasing at the time of expiration. The District shall supply the Distributor proper documentation authorizing them to do so on behalf the District. Proposal pricing to include prepaid freight: F.O.B.: Destination – no freight allowed.

##### **Proposed Pricing – Fixed Fee/Case**

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Enter your fixed fee charge per case for all future items to be purchased. Fixed fees are to remain firm for the duration of the contract and any renewal periods.

a. For items the Distributor is invoiced by the Supplier by case price:

Proposed Sites \_\_\_\_\_ Fixed Fee/Case \_\_\_\_\_

Delivery to Nutrition Center Daily \$ \_\_\_\_\_ Per Case

Delivery to School Site weekly/ 2x per week \$ \_\_\_\_\_ Per Case

Is there a minimum order value amount for free delivery? **Yes or No**

If yes what is the minimum order value for free delivery? \$ \_\_\_\_\_ Per Order

Will you deliver for free if the order value is below the minimum? **Yes or No**

If no, what is the delivery fee for orders below the minimum value for free delivery?

\$ \_\_\_\_\_ Per Order

Drop Shipment Pricing \$ \_\_\_\_\_ Per Case

b. For USDA Food Products picked up at State Contracted Warehouse (Only Distributor fixed fee. Do not include any current fees charged by USDA, MDE or State Contracted Warehouse):

Delivery to Nutrition Center \$ \_\_\_\_\_ Per Case

**Fuel Surcharge**

Fuel surcharges shall not be allowed for the duration of the contract or any renewal periods. However, in the event that **extreme** changes in fuel prices occur during the term of the contract, the District and Distributor may meet to address contract language changes allowing fuel surcharges or concessions.

**Price Change Reviews**

The distributor is required to submit a list of price changes monthly to the District. Price changes shall be effective on a specific, constant day of the month. Changes shall be submitted to the District immediately, on revised order forms, after the designated constant date of price change. Price changes can be made due to documented manufacturer increase or decreases. Back orders shall be filled at the price prevailing at the time of original order, unless a lower price is in effect.

**Price Change Audits**

Audits may be made of a supplier's cost price records as follows:

1. Audits may be made at the discretion of District officials at any time when price reviews indicate that a problem might exist.
2. Audits shall be made of the following:
  - a. Questionable price increases.

- b. Selected items showing price increases.
  - c. Selected items showing no price increases.
  - d. Substitution of cheaper brand or grades.
  - e. High usage items
3. A full review may be undertaken whenever circumstances are questionable.

**F. Reporting**

**General Reports**

The Distributor will be required to submit product utilization reports to the District monthly as well as at the end of the contract period and when requested. The Distributor must be able to clearly demonstrate the capability to provide accurate, reliable, and timely reports in terms of invoice, statement credit, and utilization reports. Moreover, the Distributor must demonstrate a capability to spontaneously provide data for periodic review of prices by the District.

These reports shall be submitted for total quantity and dollar volume delivered per item, in terms of Proposal units per total school delivery point and for the District as a whole. Utilization reports shall be submitted within ten (10) calendar days after the end of each month. This report shall include monthly as well as year-to-date totals.

If Distributor does not have online reporting tool for CWS to access on demand, then the Distributor must provide monthly Excel Delivery reports 5 days subsequent to month end.

The Reports should include:

- a. Item description
- b. Price
- c. Quantity
- d. Delivered Date
- e. Location of Delivery
- f. Credits if Applicable including NOI

The Distributor will meet at least quarterly with representatives of the CWS department to review the contract and contract holder's performance.

**Commodity Reports**

The Distributor agrees to store processed commodities and deliver these commodity items as requested at the fixed delivery fee. Additionally, the Distributor agrees to provide the Minnesota Department of Education- Food and Nutrition Service with a monthly velocity report in the format required by the Food and Nutrition Service to be uploaded for commodity rebates. The Distributor also agrees to provide the Minneapolis Public Schools Culinary and Wellness Services Business Manager and Buyer a monthly usage report that allows the District to verify and approve usage information submitted to MDE Food and Wellness Services. Distributor must have the capabilities to report to "K12 Food Services" and "Processor Link".

1. Related to this RFP, is your organization capable of providing the level of detail MPS requires, as described above?
2. Is your reporting information available on demand and online?
3. Describe in detail your organization's capabilities to provide ad hoc reports? Please include brief sample reports to support your capabilities.

**G. Billing and Payment**

2. 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.
3. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
4. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
5. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.
6. 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.
7. Two (2) weekly invoices (PDF format) must be sent to **MPS\_InvoiceCapture@concur solutions.com**. One for the Nutrition Center for the prior week deliveries and one for all of the school sites for prior week deliveries. Both invoices should be sufficiently itemized to include:
  - a. Item description
  - b. Price
  - c. Quantity
  - d. Delivered Date
  - e. Location of Delivery
  - f. Credits if Applicable Including NOI

**SECTION IV: PROJECT SCOPE**

**A. Delivery Instructions**

The prices quoted shall be for deliveries to all school locations and warehouses as designated by the district. All shipments shall be delivered FOB: Destination – no freight allowed. Delivery shall be made only as called for by Wellness Services personnel.

**School Site Orders and Deliveries**

School site orders will be placed two days before the delivery date. For example, current order/deliver schedules: Order Monday for delivery on Wednesday, and order Wednesday for delivery on Friday. Orders are currently place through online ordering. Orders will be place up to two times per week.

All site locations will receive one or two deliveries per week, depending upon volume of products needed. Delivery schedules for each school/site will be mutually negotiated with the Buyer or Wellness Services designee upon contract award. In general, deliveries are allowed between 6 a.m. and 2 p.m. Delivery day and time shall remain constant from week to week throughout the contract period.

If at any time, a delivery cannot be made within 1 hour of scheduled time, the Vendor/Driver must notify the school to negotiate an alternate delivery time during that same day. Unscheduled deliveries may be refused at the Vendor's expense. Frequent occurrences may result in cancellation of the contract. The District shall bill the designated contract supplier at the rate of \$50.00 per hour for any late deliveries.

Deliveries shall be made Monday through Friday or as directed by the CWS staff. When holidays or closing days fall on a scheduled delivery day, Distributor and CWS will agree on the time for the delivery.

The Vendor shall “floor set” merchandise into the designated storage area (dry, chilled, and frozen) at each site location.

Items, which are delivered in packages, cartons or crates, are accepted only upon the guarantee that upon the removal from such packaging they are found in first class condition without any defect or they must be removed & replaced without additional charge to the District. Drivers must assist in unloading or a delivery may be refused.

The Vendor shall request the Site Coordinator to verify the accuracy of items, quantities of each item, total quantities, and condition of merchandise. Each delivery ticket shall be receipted (signed) by the Site Coordinator or designate. Variations from the norm (i.e., shortages, damages, etc.) shall be noted on each ticket by the Site Coordinator and initialed by both the truck driver and Site Coordinator.

School site deliveries shall be for only during the duration of the regular school year and during summer school.

Receiving accommodations at each school/site vary greatly throughout the district. Vendors are strongly encouraged to investigate the receiving situation at each site prior to submitting their Proposal.

If the Distributor is temporarily out of stock on a particular item, the Distributor must contact the Buyer or District assigned designee at least 24 hours prior to scheduled delivery to find a mutually agreed upon resolution. The Distributor may deliver an equal or superior product at an equal or lower price with PRIOR WRITTEN APPROVAL from the Buyer or Wellness Services designee.

**Distributor must notify the Buyer or Wellness Services designee in advance of any changes in product or sources and provide a sample on private label products. Distributor agrees to continue making available current product and/or source if the new product and/or source is not acceptable to Minneapolis Public Schools.** For example, if private label product 1 is sourced from Supplier A, and the Distributor changes to source private label product 1 to Supplier B, the Distributor must provide a sample and notify the Buyer or CWS designee prior to the change, and agree to continue to make available the product from Supplier A if the product from Supplier B is not acceptable to Minneapolis Public Schools.

**Nutrition Center Orders and Deliveries:**

Order for the Nutrition Center deliveries are based on menu cycle.

The District agrees to work with the Distributor to develop a mutually agreed upon order schedule. Nutrition Center will place orders daily for delivery up to five times per week.

Distributor agrees to work with District to resolve any ordering emergencies or unforeseen circumstances that result in needing product outside the normal order and delivery schedule.

Deliveries to the Nutrition Center must arrive at the Nutrition Center promptly at 5:30am on scheduled delivery days. When deliveries are running 1 hour or more behind schedule, then the Distributor must contact the Nutrition Center Receiving Office with an estimated delivery time. The District shall bill the designated contract supplier at the rate of \$50.00 per hour for any late deliveries.

All deliveries made to the Nutrition Center shall be on pallets, four way food service type, to be 40"x48" (60" maximum stack height), and all loads shall have same product on as few pallets as possible. **Pallets must be exchanged at time of delivery.**

Deliveries of drop shipped items must be scheduled through the Nutrition Center Receiving staff at least 48 hours prior to the scheduled delivery. Drop shipments can be received between the hours of 5:30am and 12:00pm with an appointment. Appointments can be made by calling 612-668-2840.

Incomplete deliveries may be turned away at the discretion of the District. CWS may not accept unauthorized substitute or products that do not conform to CWS Products and Ingredients Parameters.

Deliveries attempted without an appointment may be turned away at the discretion of the District.

Drivers must restack pallets that are not properly stacked before delivery will be accepted.

Distributor agrees to provide the District with documentation to support the delivery, including drop shipments. The bill of lading or proof of delivery documentation must be signed by a District staff member before the driver leaves the facility.

Deliveries to the Nutrition Center are as follows:

- \* Cases are delivered to Nutrition Center from Distributor's warehouse/truck
- \* Cases are picked up by Distributor and delivered to Nutrition Center immediately (distributor drop ship)
- \* Cases are delivered directly to Nutrition Center from Manufacturer's carrier (manufacturer drop ship)

Deliveries to the Nutrition Center are required for twelve (12) months of the year.

#### USDA Food Deliveries

The Distributor agrees to pick up non processed commodity products from the State Contracted Warehouse. These commodities shall be stored and delivered to the Nutrition Center at a fixed fee.

The Distributor must abide by all regulations and guidelines for handling donated foods as established by the United States Department of Agriculture.

USDA Foods are currently only delivered to the Nutrition Center. The Distributor must agree to maintain a spreadsheet showing commodity items with quantities and dates when products are received into the State Contracted Warehouse (currently Newport Cold Storage) listed. District

will email assigned Distributor contact(s) commodity orders with requested delivery time frame. The Distributor agrees to work with the District to determine feasibility of delivering USDA Brown Box Commodities directly to sites receiving Distributor deliveries directly.

Commodity deliveries are typically once every two weeks and are on average a full truckload.

1. Does the Distributor have a minimum delivery requirement?
2. Is there an additional delivery fee if delivery amounts do not meet minimum delivery requirement?
3. Does the Distributor have same day delivery capabilities for emergency orders?
4. If Distributor has same day delivery capabilities for emergency orders, is there a delivery fee and what is the delivery fee?

**B. Delivery Locations**

See Appendix 5

The District reserves the right to add additional school delivery sites during the term of this contract. Additional school delivery sites may be located anywhere within the 7 counties Metro area.

**C. Delivery Personnel**

All personnel delivering merchandise to the District sites must wear an official picture identification badge issued by the Distributor in an easily visible placket on their uniform. Any personnel without an official identification badge will be denied access to District sites.

The Distributor will keep driver-screening records on file for any personnel delivering merchandise under this contract. This will include records of Criminal Background Screening.

**The District reserves the right to request a change in delivery personnel during the contract period.**

**D. Product Protection Guarantee**

The District has “automatic” products protection recourse against supplier for products which are misrepresented. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. If a contract distributor is the first and original packer, the Contract Vendor then becomes the last line of recourse in the chain. Contract distributors are expected to take immediate action to correct any situation which product integrity is violated.

All products shall conform to the minimum requirements of federal and state regulations. These requirements shall include, but not limited to: weights, measures, fill of containers, drained weights, and contamination.

All product shall conform to standard guarantee requirements with respect to safety.

**E. Sanitation Requirements**

Facilities may be routinely inspected by the District or designee. Facilities and operating practices must be continuously in compliance with the United States Food, Drug and Cosmetic

Act and state and local laws and regulations. Bidders are required to provide proof of HACCP program and/or Quality Assurance program.

**F. O.S.H.A. Standards and Hazard Communication Standards**

If applicable all materials and services must meet or exceed O.S.H.A. standards, and must comply with the Hazard Communications Standard 1910.1200 of the Occupational Safety & Health Administration.

**G. Compliance with Laws**

All items must comply in quality, type of materials, and methods of manufacture with all applicable Local, State, and Federal laws pertaining thereof.

**H. Buy American Clause**

The William F. Goodling Child Nutrition Reauthorization Act of 1998 requires schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States to purchase, to maximum extent practicable domestic commodities or products for use in meals served under the NSLP and SBP.

For purposes of this section, the determination of “practicable” shall be made by the District.

**I. Vendor Performance and Delivery Guarantee**

The Distributor must guarantee a 99% fill rate for all orders. For any District order, if the Distributor is unable to perform under the terms of the contract, or if the Distributor fails to deliver any item as listed on the District Order Guide(s) within the prescribed timelines, the District reserves the right to cancel any order or purchase the item(s) on the open market and request payment for the difference between the contract price and the price the District pays on the open market.

1. What is your current order fill rate\* percentage company wide?
2. What is your current order fill rate\* percentage for K-12 Schools only?
3. What is your current order fill rate\* percentage for all contracted accounts?

\*For purposes of evaluation, order fill rate percentages should include products that were not delivered as ordered for any of the following reasons: Distributor shortage, manufacturer shortage, short or missing on truck, incorrect product shipped or miss-picked, and damaged product. Items that were delivered as substitutes SHOULD also be included in these calculations.

**J. Order Guides**

The Distributor will be required to produce District Order Guides. The Order Guides will consist of a complete list of all District authorized products to include the vendor item number, the complete description including manufacturer if applicable, and the current contract price. The Distributor will work closely with the Buyer or Culinary and Wellness Services designee to develop these guides to best meet the District’s needs. The Distributor will only include items or make changes on the order guides as directed by the Buyer or CWS designee. Distributor must be able to provide multiple order guides based on school types provided by the CWS. CWS staff member must be able to manage Order Guides electronically.

**K. Product Specification Sheets**

The Distributor shall provide Product Specification Sheets on all products listed on the Order Guides, if and when requested.

**L. Item Numbers**

It is intended that the item numbers shown on each product order guide will remain uniform and constant throughout the contract year. This will help establish a mutual reference to items by District supervisors and the supplier.

**M. Account Numbers**

The Distributor will set up individual account numbers for, but not limited to, each school delivery sites and the Nutrition Center.

**N. Quantities**

The quantity of merchandise delivered shall not be greater than the amount specified on the order unless such additional quantities are to be accepted by the District at no charge. Products and supplies will be ordered in full case quantities whenever possible. Order must be filled to the District's unit of measure.

**O. New Products**

The Distributor is encouraged to present or demonstrate new items or concepts to the District. Additionally, the District will require from time to time that a Distributor bring in a new item(s) and purchase from non-stocking Suppliers or Manufacturers.

1. What are the Distributor's requirements to bring new items into stock for school site deliveries?
2. What are the Distributor's requirements to bring new items in for Nutrition Center deliveries?

**P. Ordering Systems**

1. Give three (3) examples of different ordering processes that school districts or similar businesses use when placing their orders with your company.
2. If online ordering is available, please clarify the following:
  - a. Is the ordering system internet base?
  - b. Is the system easy to use and navigate?
  - c. Are customers able to directly access your current stock levels through the online ordering system?
  - d. Provide any additional, value-added tools available through the online ordering system.

**Q. Scope of Product Range**

1. Please list Distributor's current food categories and how many sku's are currently stocked under each category.
2. Are local products identifiable on either order guides or on the online ordering system? If so, how are they identifiable and what criteria is used to determine if a product is local?
3. Please provide information regarding Distributor's private labels. Information can include, but not limited to, food categories and quality.
4. What is your current ability to access DOT products?

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**SECTION V: MPS Appendix Documents**

1. Organization Information Cover Sheet
2. Intention to Submit Bid
3. MPS Sample Contract
4. Market Basket (available in Excel)
5. Market Basket Evaluation and instructions
6. Evaluation Criteria
7. Product and Ingredient Parameter
8. Purchasing Profile
9. Delivery Locations
10. Good Food Purchasing Program (GFPP)

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

## APPENDIX 1

### Organization Information Cover Page

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

I, the undersigned, hereby certify that I am a duly authorized agent to submit this Proposal for consideration and acknowledge that all 42 pages (41 proposal, plus 1 market basket form) of the Proposal document have been received and agree to the terms contained therein.

Receipt of the following Addenda/Amendments to the Proposal Documents and their costs being incorporated in the Proposal is acknowledged:

Addenda No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

Addenda No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

Addenda No. \_\_\_\_\_ Received \_\_\_\_\_ (date)

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

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

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

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

Phone #: \_\_\_\_\_

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

**Minneapolis Culinary and  
Wellness Services**  
812 Plymouth Ave N

Minneapolis, MN 55411

## Appendix 2

### Intention to Submit Bid

In order for your organization to receive updates to this Request for Proposal, including responses to submitted questions from all participating firms, please complete this Intention to Submit Bid by May 21, 2019. This document can be emailed to [Toudoua.Yang@mpls.k12.mn.us](mailto:Toudoua.Yang@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 in person or by email by May 21, the organization may not be able to participate in this RFP.

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

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

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

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

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

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

## APPENDIX 3

# Sample MINNEAPOLIS PUBLIC SCHOOLS CONTRACT

### CONTRACT FOR SERVICES

(\$25,000+)

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

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

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

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

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

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

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

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

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

receive any additional reimbursement for materials or subsistence expenses incurred in the performance of this Contract.

**3.2 *Frequency of Invoicing and Terms of Payment.***

Subject to the conditions herein, payment shall be made by District within thirty (30) days upon receipt of Contractor's invoice for goods delivered or services rendered pursuant to this Contract. The Contractor's standard invoice shall be submitted after satisfactory completion of services on a monthly basis. District has no obligation to pay for services that are not satisfactorily performed or performed in violation of federal, state or local law, ordinance, rule or regulation. In the case of a dispute about satisfactory performance of services, the parties agree to work in good faith to resolve any disputes. If either party does not dispute an invoice in writing within 180 days of receipt of the invoice, no action challenging the invoice may be taken.

As applicable, for all agreed upon work performed by Contractor or Contractor's personnel in the provision of goods and/or services stipulated herein, District shall pay Contractor at the hourly or per diem rates as set forth in the applicable Exhibit B. Payment shall be made to Contractor based on the hours recorded provided such hours are in accordance with the terms of this Contract. Notwithstanding anything to the contrary, and without limitation, District has not promised or guaranteed any minimum amount of work, and Contractor understands and acknowledges same. District has no obligation to pay for overtime or holiday work, nor will it pay premiums for overtime and holidays.

**3.3 *Taxes.***

District is exempt from paying Minnesota sales and use taxes on certain purchases, as provided in Minnesota Statute, Section 297A.70. Contractor shall not charge District for such sales and use taxes. Alternatively, Contractor shall be responsible for the payment of any and all sales taxes to the Minnesota Department of Revenue relating to the following taxable items sold pursuant to this Contract; construction materials, leasing of motor vehicles, food and lodging, [See Minnesota Statute 297A.70]. Contractor shall promptly reimburse District for any and all such sales and use taxes paid by District to any governmental authority on behalf of Contractor including penalties and interest with respect thereto, and including any and all expenses (including attorneys' fees) or damages that result from a failure by Contractor to properly remit or reimburse District for any and all such sales and use taxes provided above.

District may be obligated by state and federal law to withhold state and federal taxes from the consideration stated herein. These taxes may consist of, but are not limited to, the Minnesota state entertainer tax, Minnesota state nonresident withholding tax, federal withholding on payments to foreign nonresident aliens, and federal backup withholding.

**3.4 *Fund Availability; Federal Funds Contingency.***

Financial obligations of District payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. If this Contract is funded in whole or in part with federal funds, District's payment obligations are subject to and contingent upon the continuing availability of federal funds for the purposes hereof.

**4 GENERAL TERMS AND CONDITIONS**

4.1 The terms and conditions contained in this Contract shall govern and shall take precedence over any different or additional terms and conditions which Contractor may have included in any documents attached to or accompanying this Contract. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by all parties. If this Agreement was made pursuant to a Request for Proposal (RFP) or Request for Information (RFI), the following order of precedence shall apply: (1) this Contract and its Exhibits, (2) District's RFP or RFI, and (3) Contractor's Response to District's RFP or RFI.

## **5 AFFIRMATIVE ACTION, EQUAL EMPLOYMENT OPPORTUNITY**

5.1 The District is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, disability, public assistance status, veteran status, or sexual orientation and is committed to transacting business only with firms who follow these practices. Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, Contractor shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, Contractor certifies that it complies with all applicable federal and state laws as well as District policies related to non-discrimination, equal employment opportunity, and affirmative action.

## **6 BACKGROUND CHECKS**

6.1 Contractor shall screen Contractor and all paid and volunteer employees and agents, including interviews, reference checks, credit history (if handling district funds), driving history and insurance coverage (if transporting district staff, students or families). And, Contractor shall conduct criminal background checks in accordance with state and federal law and District policy for Contractor and all paid and volunteer employees and agents who will have direct contact with children under this Contract. Background checks will be done prior to any contact with children, and shall be done in accordance with applicable state and federal laws, including but not limited to Minn. Stat. Sections 299C.61-.64; Minn. Stat. Section 123B.03; 42 U.S.C. Section 5119a and 42 U.S.C. Section 14501-05.

6.2 Contractor is responsible for ensuring that all paid and volunteer employees and agents who will be in contact with District staff and students are appropriate persons to conduct such work.

## **7 DATA PRIVACY**

7.1 Contractor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Contractor must comply with any applicable requirements as if it were a governmental entity. The remedies in

Minn. Stat. § 13.08 apply to the Contractor. The Contractor will report immediately to the District any requests from third parties for information related to this Contract. The District will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

**8 OWNERSHIP OF MATERIAL**

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

**9 USE OF DISTRICT NAME OR LOGO**

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

**10 INDEPENDENT CONTRATOR**

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

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

10.3 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 to the extent permitted by law.

**11 WORKER HEALTH, SAFETY AND TRAINING**

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

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

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

**13 INSURANCE**

13.1 Contractor maintains a program of self insurance authorized by Minnesota Statute Section 471.981 or maintains an insurance program with the coverages required below.

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

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

13.4 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 Director's and Officer's Errors and Omissions and 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 as the coverage. Contractor shall provide all such certificates to District.

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

13.6 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.

13.7 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.

#### **14 INDEMNIFICATION**

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

14.2 Contractor and the District agree and acknowledge that Minnesota law limits the liability of the parties in certain circumstances and that Contractor's liability shall be governed by the provisions of the Municipal Tort Liability Act, Minnesota Statute Section 3.376 and other applicable laws. Each party will be responsible for its own acts and omissions.

#### **15 LIMITATION ON LIABILITY**

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

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

16.1 Contractor agrees that it will not represent any other party or client which may create a conflict of interest in its representation with the District. Contractor agrees to be bound by the District's Code of Ethics. In particular, Contractor: (i) certifies that it has not paid kickbacks directly or indirectly to any District employee for the purpose of obtaining this or any other District Contract; (ii) agrees to cooperate fully with any investigation involving a possible violation; and

(iii) agrees to report any suspected violations to the District. Contractor certifies that it has provided no fees, gifts, gratuities, compensation, or anything of value in violation any applicable laws or District policies.

**17 COMPLIANCE WITH LAWS AND DEBARMENT**

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

**18 TERMINATION**

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

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

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

18.4 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 receipt of notice of termination, or for costs incurred by suppliers or subcontractors which reasonably could have been avoided.

18.5 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. In this event, District will not be liable for any amounts; but Contractor shall be liable to District for all losses, damages, and expenses. including, without limitation, the excess cost of recouping similar goods or services; shipping charges for any items District may at its option return to Contractor, including items already delivered, but for which District no longer has any use because of Contractor's default; and amounts paid by District for any items District has received but returns to Contractor. If a determination is made that District improperly terminated this Contract for Cause, then such termination shall be deemed to have been for without cause.

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

## 19 RETURN OF DATA

19.1 Within ten (10) days of the completion, termination of this Contract, or upon request of the District, whichever occurs first; 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. Or, 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.

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

## 20 RECORDS MANAGEMENT AND MAINTENANCE

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

Contract. All such items shall be retained by Contractor during the term of this Contract and for a period of six (6) years after the delivery of the goods and/or services. Any items relating to a claim arising out of the performance of this Contract shall be retained by Contractor, its agents and subcontractors, if any, until the claim has been resolved.

**21 NOTICES/ADMINISTRATION**

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

Special School District No. 1  
«ContractGroupCO»  
Attn: Contract Owner First and Last Name  
807 NE Broadway  
Minneapolis, MN 55413  
Email:  
Fax:

«CompanyNameVC»

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

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

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

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

**22 ACKNOWLEDGMENT**

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

Contractor must cross out item (3) above if it is not a U.S person for tax purposes or U.S. resident alien.

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

**23 NON-WAIVER**

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

**24 ASSIGNMENT**

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

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

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

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

**26 WARRANTY**

26.1 Contractor expressly warrants and guarantees that the services performed under this Contract will be of the highest professional standards and quality. Contractor further represents that all services and goods (if any and as applicable) provided under this Contract: (i) are free from

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

26.2 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 to the extent permitted by law. The foregoing warranties and guarantees shall not be deemed waived by reason of the acceptance of the goods or services or payment by District.

**27 SEVERABILITY**

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

**28 SURVIVABILITY**

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

[The remainder of this page intentionally left blank.]

**SPECIAL SCHOOL DISTRICT NO. 1**

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

Name: «DistrictSigner» «DistrictSignerLast»  
(Printed)

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

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

**«CompanyNameSigBlock»**

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

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

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

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

MARKET BASKET - MINNEAPOLIS PUBLIC SCHOOLS - PRIME VENDOR FOR GROCERY ITEMS AND SUPPLIES

APPENDIX 4

School Name:	Minneapolis Public Schools
Vendor Cost Based on Week of:	April 22, 2019
Proposer Name:	
Contact Name:	
Telephone:	
Nutrition Center Fixed Fee (Cases):	
Nutrition Center Fixed Fee (Catch weight items/per Pound):	

No.	Product Description	1	5	6	7	8	9	10	11	12	13	14	15
No.	Product Description	Pack Size	Annual District Usage	Usage/Pricing Unit	Distributor Cost Week of 4/22/19 or Manufacturer Bid Cost	Freight, if applicable	Manufacturer Allowance, if applicable	MPS Mark Up	MPS Cost	Price Firm (Yes/No)	If Yes, indicate duration	Extended Price to District (Unit Price x Annual District Usage)	
1	YOGURT VANILLA NON FAT # - UPSTAT 9886	4/5#	300	Case				\$ -	\$0.00			\$ -	
2	BAGEL WHITE WG BULK - LENDER 00074	72 ct/2oz	880	Case				\$ -	\$0.00			\$ -	
3	BISCUIT EZ SPLIT WG - PILSBY 132271000	120/2oz	500	Case				\$ -	\$0.00			\$ -	
4	EGGS LIQ WHL W/CITRIC - MGW 46025-91200	15/2#	248	Case				\$ -	\$0.00			\$ -	
5	POLLOCK WEDG WG POT CRNCH - TRIDNT 422072	44/3.6oz	2100	Case				\$ -	\$0.00			\$ -	
6	CHIX THIGH FRZ ATB FREE - SMRTCH 1509	40# (40-50 pc)	650	Pound				\$ -	\$0.00			\$ -	
7	CHIP TORTILLA YEL RND WG - SHEARE 203000312	12/1#	600	Case				\$ -	\$0.00			\$ -	
8	PASTA ROTINI 51% WG FC - MARZTI 31073	20#	2000	Case				\$ -	\$0.00			\$ -	
9	BEEF PEPPERONI SLICES - BONICI 4058-269	25#	200	Case				\$ -	\$0.00			\$ -	
10	CORN WHL KERNEL IQF - UNIPRO 44105 62062	30#	350	Case				\$ -	\$0.00			\$ -	
11	HAM SMKD NATURAL CHC FRSH - HORMEL 46488	2/7.5#	250	Pound				\$ -	\$0.00			\$ -	
12	CHIP TORTILLA MINI YLW WG - SHEARE 203630312	120/1oz	2200	Case				\$ -	\$0.00			\$ -	
13	POTATO HASHBROWN PATTY - SIMPLT 43001	213/2.25oz	150	Case				\$ -	\$0.00			\$ -	
14	CHIX CHUNK WG WM - PROVW 64630WG	375/1.85oz	1900	Case				\$ -	\$0.00			\$ -	
15	TUNA CHUNK LIGHT POUCH - STRKST 78003596	6/43 oz	200	Case				\$ -	\$0.00			\$ -	
16	GARLIC-GRANULATED - SAUER 1812	7#	150	Case				\$ -	\$0.00			\$ -	
17	GREEN BEANS CUT REG - GDNFSH 44105 62010	30#	250	Case				\$ -	\$0.00			\$ -	
18	YOGURT PLAIN - LOL 42700	2/5#	896	Case				\$ -	\$0.00			\$ -	
19	GRAPE ESCAPE PRTN RED 88814-22014	150/2.25oz	3700	Case				\$ -	\$0.00			\$ -	
20	APPLES-SLCD PRTN FRSH S/O - RICHLN SA100	100/2 oz	5000	Case				\$ -	\$0.00			\$ -	
21	BAGEL WG IW - LENDER 0075	72/2oz	4000	Case				\$ -	\$0.00			\$ -	
22	CRACKER CHEEZ-IT WG - KELLOG 79263	175/1.75oz	700	Case				\$ -	\$0.00			\$ -	
23	CHEESE-SHRED MOZZARELLA - LOL 41698	4/5#	2500	Case				\$ -	\$0.00			\$ -	
24	ORANGE MANDARIN WHOLE L/S - DOLE* 38900-0421	6/#10	1700	Case				\$ -	\$0.00			\$ -	
25	PANCAKE MINI MAPLE WG - WFLBKR 625	72/3oz	3000	Case				\$ -	\$0.00			\$ -	
26	PANCAKE WG IQF - ECHOLK MF7201W	144/1.2	1300	Case				\$ -	\$0.00			\$ -	
27	CHIX BRST STRIPNAE GRILFC - TYSON 0002370004	2/5#	2000	Case				\$ -	\$0.00			\$ -	
28	PEACHES DICED FRUIT CUP - ORCHRD 15516	48/4oz	800	Case				\$ -	\$0.00			\$ -	

Total Extended Price: \$ -

## APPENDIX 5

# Market Basket Evaluation and Instructions

### General Instructions

The quantities of each item shown on the Market Basket Evaluation Forms (attachment) are approximate and are given only as a basis of calculation upon which the award is to be made. The District reserves the right to increase or decrease the number of units ordered. Where the manufacturer's item number is listed no substitute will be allowed. The Market Basket is solely a tool for the District to evaluate costs for the Proposal and should not be used as a means to evaluate the Districts future intended purchases.

The Distributor must submit pricing for all items as specified on the market basket; no substitutions are acceptable at this time. The District is willing to entertain "like items" after the proposal has been awarded.

**The time period for Market Basket pricing to be used is the week of April 22, 2019, and Food Show allowances are not to be used. For purposes of evaluation, only the proposed Nutrition Center fixed fees shall be used on the market basket spreadsheet.** Freight prices are to reflect actual freight weight for products based on total weight of the shipment with moneys evenly spread throughout the load based on weight.

### To complete the Market Basket Evaluation Forms

1. In the upper right hand corner, fill in the fields for Distributor Name, Contact Name, Telephone, Nutrition Center Fixed Fee (Cases) and Nutrition Center Fixed Fee (Catch weight items/per Pound). Only enter numbers in the fixed fee fields.
2. No changes should be made in columns 5, 6, or 7. Column 7 indicates if usage and pricing is calculated by per pound, or by per case.
3. Enter in column 8 the Distributor's manufacturer invoice cost for the week of April 22, 2019 OR documented guaranteed bid cost for the 2019/2020 school year if available.
4. Enter in column 9 any Distributor freight charges.
5. Enter in column 10 any documented manufacturer bid allowance.
6. Do not make any changes in columns 11 or 12.
7. If pricing quoted in column 8 is a guaranteed cost, please respond in column 13 with "yes" and enter pricing guarantee expiration date (xx/xx/xxxx) in column 14. If pricing quoted in column 8 is not a guaranteed cost, please respond in column 13 with "no" and leave column 14 blank.
8. Do not make any changes in column 15.

**Do not substitute where brand names are indicted.**

Information supplied by the Proposer/Bidder to MPS is subject to the Minnesota Government Data

Practices Act, Minnesota Statutes, Sections 13.01 et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to Minnesota Statute Section 13.37. If the Proposer believes any non-public information will be supplied in response to the RFP/B, the Proposer/Bidder shall take reasonable steps to identify and provide reasonable justification to MPS regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Proposer/Bidder agrees as a condition of submitting a proposal that MPS will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted. MPS will not consider the cost/pricing information and references submitted by the Proposer to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

If Proposer/Bidder desires that any data be kept confidential, it shall clearly state on the cover of the first page of such document the words "Trade Secret" or "Non-public" information. It is understood and agreed that for purposes of this RFP/B and the contract resulting here from, the terms "Trade Secret" and "non-public" shall be construed to be equivalent with respect to MPS's obligation under the Minnesota Data Privacy Act, this RFP/B, and the contract. MPS must independently assess its obligations under the MGDPA, and it cannot guarantee that information marked as "non-public," "confidential," or "trade secret" will remain inaccessible to the public. Nothing herein shall preclude a Proposer/Bidder at any time from exercising its rights under applicable Minnesota law to protect its trade secret data from public access.

After execution of the contract by the successful Proposer/Bidder, upon request of a Proposer/Bidder, all documents labeled as Trade Secret shall be returned to that requesting Proposer.

All trade secret designation of data by Proposer/Bidder shall also be subject to the following additional provisions:

The Proposer/Bidder is advised that for purposes of this RFP/B, Minnesota law permits data to be labeled and treated as trade secret information only if the information is the subject of the Proposer's/Bidder's efforts that are reasonable under the circumstances to maintain its secrecy and derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. No portion of the Proposal/Bid or any attachments thereto may be designated as trade secret information unless the Proposer in good faith determines that such designation is clearly allowed by the foregoing trade secret criteria. In this regard, Proposer is advised that in Minnesota nearly all – if not all – bid/proposal information submitted by Proposers/Bidders are open to the public scrutiny after the date set for receipt. MPS reserves the right to decline any such designation by Proposer/Bidder if upon evaluation by MPS; MPS determines that the information so designated is clearly and commonly regarded as public data in the State of Minnesota. If the Proposer/Bidder designated data as trade secret, Proposer/Bidder shall attach to such data an explanatory document that identifies the data and in careful detail sets forth the factual and/or legal justification for such treatment of the data.

In addition to the Proposer's/Bidder's indemnity obligations set forth in the contract documents, the Proposer/Bidder shall defend, indemnify and hold harmless MPS, its members, officers, agents, volunteers, and employees against and from any costs, damages, judgments, expenses (including reasonable attorney fees) arising from, directly or indirectly, any challenge or request made or suit

brought by any person in connection with any effort in any type of proceeding or hearing whatsoever to obtain or access data designated as trade secret by the Proposer/Bidder.

Proposer/Bidder, at its sole expense, shall at all times be responsible for promptly defending and/or responding to any request for access to and/or copies of data designated by Proposer/Bidder as trade secret, provided that MPS shall inform persons seeking such data of its trade secret designation and promptly notify proposer of the fact of such request and MPS's response thereto. Failure of the Proposer/Bidder to so defend, respond to any request or MPS notification (as aforesaid), and/or to pursue its rights in a timely manner shall relieve MPS from any and all liability whatsoever (including without limitation liability under any statute, the common-law or equity) with respect to any aspect of the disclosure or furnishing to any person any such trade secret designated data. Further, MPS shall not in any manner be liable for the disclosure or furnishing to any person any trade secret designated data when such disclosure or furnishing is pursuant to MPS's independent determination of its obligations, or a ruling or order of any pertinent tribunal, agency, board, commission, panel, court, or other entity or person determining such matter.

***Any evaluation form that has incomplete information will not be considered.***



## APPENDIX 6

**Minneapolis Public Schools  
Culinary and Wellness Services  
Evaluation Criteria 2018-2019**

<http://nutritionservices.mpls.k12.mn.us/>

**812 Plymouth Avenue North  
Minneapolis, 55411**

Vendor Capability and Proposed Plan	<ul style="list-style-type: none"> <li>• Extend to which the products and/or services meet the department needs.</li> <li>• The adequate and completeness of the plan offered addressing the Scope of Service or Product Specifications.</li> <li>• The Vendor's past relationship with the District or CWS Department, including references.</li> </ul>
Financial Proposal	<ul style="list-style-type: none"> <li>• The overall cost of the proposal</li> </ul>
Product Quality	<ul style="list-style-type: none"> <li>• Quality, acceptability, product and nutritional integrity of the food product and their ability to meet the specifications.</li> <li>• All products must meet USDA and local guidelines.</li> <li>• All products must meet Smart Snack guidelines when appropriate.</li> <li>• All products MUST meet the CWS Product and Ingredient Parameters.</li> </ul>
Geographical Preferences	<ul style="list-style-type: none"> <li>• To the extent of the law, preference will be given to goods and services produced within the State of Minnesota and/ or defined as local (defined as grown or produced within 200 miles of the Twin Cities)</li> </ul>
Good Food Purchasing Program	<ul style="list-style-type: none"> <li>• The Vendor's current practices associated with the five core values rated by the GFPP listed in our Purchasing Profile.</li> <li>• Action plan as needed it to raise current practices within GFPP</li> </ul>

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## APPENDIX 7

### Mission Statement

**Nurturing All Children Through Access to Quality Food and Active Living.**

### CWS Product and Ingredient Parameter

As part of our commitment to serve only the highest quality, regionally sourced, and sustainably produced foods, all of our products must meet our department Product and Ingredient Parameters.

### UNWANTED INGREDIENT LIST

Unwanted Ingredients shall not be included in any amount in all newly sourced, developed or formulated products.

#### ***Artificial Colors***

Caramel Color: Class III, IV  
Synthetic Food Dyes:  
Blue 1, Blue 2, Citrus Red 2,  
Green 3, Red 3, Red 40,  
Yellow 5, Yellow 6

#### ***Artificial Flavors***

#### ***Unspecified Natural Flavors***

#### ***Artificial Preservatives***

Benzoates  
Butylated Hydroxyanisole (BHA)  
Butylated Hydroxytoluene (BHT)  
Propyl Gallate  
Tert-Butylhydroquinone (TBHQ)

#### ***Artificial Sweeteners***

Non-nutritive Sweeteners

#### ***Synthetic Nitrate and Nitrites***

#### ***Flavor Enhancers***

Guanosine Monophosphate (GMP)  
Monosodium Glutamate (MSG)

#### ***High Fructose Corn Syrup***

#### ***Partially Hydrogenated Oils***

#### ***Unnecessary Flour Conditioners***

Azodicarbonamide (ADA)  
Potassium Bromate

## **INGREDIENT WATCH LIST**

Ingredients that tend to be overused, common in foods of lower nutritional quality and tend to indicate highly process foods. Although sometimes needed for functional and/or culinary purposes but also included in products where they serve no functional or convincing culinary purpose. We demand transparency and accountability in their use.

### ***Artificial Preservatives***

Ethylenediaminetetraacetic Acid (EDTA)

Propyl Gallate

Sorbates

Sulfates and Sulfites

Benzoates and Benzoic Acid

### ***Binders and Fillers***

Carrageenan

Isolated Vegetable Proteins (IVP)

Texturized Vegetable Proteins (TVP)

Hydrolyzed Vegetable Protein (HVP)

### ***Bleached Flour***

### ***Added Excess Sugar***

### ***Added Excess Sodium***

### ***Interesterified Oils and Fats***

### ***Specified Natural Flavors***

## **OTHER PARAMETERS**

### ***Milk***

All Milk shall be rBGH free.

### ***Meats and Poultry***

- The use of Isolated Vegetable Proteins (IVP), Texturized Vegetable Proteins (TVP) or Hydrolyzed Vegetable Protein (HVP) as a protein filler in any meat products is not allowed.
- Irradiated meats and meats treated with ammonium hydroxide will not be used.
- Poultry products must meet CRAU (Certified Responsible Antibiotic Use) standard or RWAE (Raised Without the use of Antibiotic Ever.)
- All other meats should be from animals not treated with antibiotics and growth hormones for “non-therapeutic” use.

## **GOOD FOOD PURCHASING PROGRAM**

CWS has adopted the Good Food Purchasing Program in its procurement standards. The goal of the GFPP is to improve regional food systems by utilizing meaningful purchasing standards and increase transparency in five value categories:

### **Local Economies**

Support small and mid-sized agricultural and food processing operations within the local area or region.

### **Environmental Sustainability**

Source from producers that employ sustainable production systems.

### **Valued Workforce**

Provides safe and healthy working conditions and fair compensation to all food chain workers and producers, from production to consumption.

### **Animal Welfare**

Provide healthy and humane care for all livestock.

### **Nutrition**

Promote health and well-being by offering generous portion of vegetables, fruits, intact whole grains and plant-based proteins; reducing sodium, added sugars, unhealthy fats and oils and eliminating unwanted ingredients.

We reserve the right to request that vendors provide us with the necessary company and product information to help fulfil the need of the GFPP.



**APPENDIX 8**

**Minneapolis Public Schools  
Culinary and Wellness Services  
Purchasing Profile**

<http://nutritionservices.mpls.k12.mn.us/>

**812 Plymouth Avenue North  
Minneapolis, 55411**

**Purchasing Contacts**

Mark Augustine, Manager Culinary Services - Executive Chef <a href="mailto:mark.augustine@mpls.k12.mn.us">mark.augustine@mpls.k12.mn.us</a> 612-668-2841
Josiah Nebo, Manager, Culinary and Wellness Services Business and Systems <a href="mailto:josiah.nebo@mpls.k12.mn.us">josiah.nebo@mpls.k12.mn.us</a> 612-668-2834
Lori Valenziano, Senior Buyer <a href="mailto:lori.valenziano@mpls.k12.mn.us">lori.valenziano@mpls.k12.mn.us</a> 612-668-2837

**District Statistics**

- 35,000 students
- 70 schools
- 57% of students qualify for free and reduced price meals.
- 37 schools operate under the Community Eligibility Provision.

**Budget Information**

- Operating Budget: \$23M
- Total Purchased Food Budget: \$9.8M
- Total USDA Commodity Entitlement: \$1.1M
- Total Produce Purchased Budget: \$2.2M
- Total Food Cost per Meal
  - Lunch: \$1.54
  - Breakfast: \$.94
  - Snack: \$.40
  - Dinner: \$1.54
  - Fruit & Vegetable Program: \$0.44
- Local produce and meat purchases: \$450K
- Supplies Budget: \$450K

**Daily Meal Served:**

- Breakfast 12,500
- Lunch 22,000
- Dinners 3,500
- Snacks 5,500
- Fresh Fruit & Vegetable 11,500
- Summer Meals 10,500

## Key Purchasing Initiatives

- CWS Product and Ingredient Parameter
  - As part of our commitment to serve only the highest quality, regionally sourced, and sustainably produced foods, all of our products must meet our department Product and Ingredient Parameters.
- Farm to School and Local Sourcing.
  - To the extent of the law, preference will be given to goods and services produced within the State of Minnesota and/ or defined as local (defined as grown or produced within 200 miles of the Twin Cities)
- Good Food Purchasing Program

## Food Production

Central Kitchen / Commissary: 1  
On-site Food Production Kitchens: 37

## Delivery Requirements

Product	Delivery Site	Weekly Frequency	
		Individual Sites	Commissary
Milk	Individual Sites / Commissary	2-3	2/3
Bread	Individual Sites / Commissary	1	2
Fresh Produce	Individual Sites / Commissary	1-2	Daily
Dry Groceries	Individual Sites / Commissary	1-2	3
Frozen Foods	Individual Sites / Commissary	1-2	3
Disposables	Individual Sites / Commissary	1-1	1
Chemicals	Individual Sites / Commissary	1	1

<b>Appendix 9</b>		
<b>Delivery Locations</b>		
<b>School Code</b>	<b>School</b>	<b>Address</b>
Nutrition Center	Nutrition Center	812 Plymouth Ave, 55411
190	Andersen	1098 Andersen Lane 55407
300	Anthony Middle	5757 Irving Ave S 55419
309	Anwatin Middle	256 Upton Ave S 55405
103	Armatage	2501 W 56th St 55410
105	Bancroft	1315 E 38th St 55407
106	Barton	4237 Colfax Ave S 55409
107	Bethune	919 Emerson Ave N 55411
353	Broadway Art's Longfellow	3017 E. 31st St.
249	Bryn Mawr	252 Upton Ave S 55405
110	Burroughs	1601 W 50th St 55419
290	City View	3350 4th St N 55412
180	Dowling	3900 W River Pkwy 55406
352	Edison High School	700 22nd Ave NE 55418
260	Emerson	1421 Spruce Place 55403
347	Fair	105 10th Street 55403
119	Field	4645 4th Ave S 55419
175	Folwell	3611 20th Ave S 55407
327	Franklin	1501 Aldrich Ave 55411
256	Green Central	3416 4th Ave S 55408
123	Hale	1220 E 54th St 55417
287	Hall	1601 Aldrich Ave N 55411
382	Harrison	501 Irving Ave N 55405
284	Harry Davis/Riverbend	1510 Glenwood Ave No 55405
191	Harvest Olson	1300 Olson Memorial HWY 55412
354	Henry High School	4320 Newton Ave N55412
417	Heritage Academy	1042 18th Ave. SE
130	Hiawatha	4201 42nd Ave S 55406
291	Hmong Academy	1501 30th Avenue N 55411
132	Howe	3733 43rd Ave S 55406
179	Jefferson	1200 W 26th St 55405
151	Jenny Lind	5025 Bryant Ave N 55430
323	Justice Page	1 W 49th St 55419
135	Kenny	5720 Emerson Ave S 55419
136	Kenwood	2013 Penn Ave S 55405
104	Lk Harriet Lower	4030 Chowen Ave S 55410
121	Lk Harriet Upper	4912 Vincent Ave S 55410
134	LK Nokomis Keewaydin	5209 30th Ave S 55417
167	LK Nokomis Wenonah	5625 23rd Ave S 55417
140	Loring	2600 44th Ave N 55412
282	Lucy Laney	3333 Penn Ave N 55412
144	Lyndale	312 West 34th St S 55408
226	Marcy	415 4th Ave SE 55414
373	Menlo Park	1700 2nd St NE 55413
288	Nellie Stone Johnson	807 27th Ave N 55411
358	North High School	1500 James Ave N 55411
316	Northeast Middle	2955 Hayes St NE 55418
152	Northrop/ Ericsson	4315 31st Ave S 55406

School Code	School	Address
185	Northstar	2406 Girard Ave N 55412
318	Olson Middle	1607 51st Ave N 55430
155	Pillsbury	2250 Garfield St NE 55418
156	Pratt	66 Malcolm Ave SE 55414
360	Roosevelt High School	4029 28th Ave S 55406
324	Sanford Middle	3524 42nd Ave S 55406
160	Seward	2309 28th Ave S 55406
161	Sheridan	1201 University Ave NE 55413
362	South High School	3131 19th Ave S 55407
364	Southwest High School	3414 W 47th St 55410
193	Sullivan	3100 E 28th St 55406
380	Transition Plus@Wilder/ Wellstone	3320 Elliot Ave S 55407
165	Waite Park	1800 34th Ave NE 55418
368	Washburn High School	201 W 49th St 55419
293	Webster	425 5th st Northeast 55413
289	Whittier	315 W. 26th Street 55404
170	Windom	5821 Wentworth Ave S 55419



## Appendix 10 GOOD FOOD PURCHASING PROGRAM

Minneapolis Public Schools Culinary & Wellness Services (MPS CWS) is a proud member of the Good Food Purchasing Program (GFPP), a national coalition working to create a transparent and equitable food system. GFPP provides a metric based, flexible framework that supports and encourages large institutions to direct their buying power toward five core values: *local economies, environmental sustainability, valued workforce, animal welfare and nutrition*. It is important to us that our food procurement practices support responsible production practices in line with the GFPP, and our vendors are critical partners for helping us make positive procurement changes to advance the GFPP values within our district.

### Good Food Purchasing Program Core Values:

- **Local Economies:** Support diverse, family and cooperatively owned, small and mid-sized agricultural and food processing operations within the local area or region.
- **Environmental Sustainability:** Source from producers that employ sustainable production systems to reduce or eliminate synthetic pesticides and fertilizers; avoid the use of hormones, routine antibiotics and genetic engineering; conserve and regenerate soil and water; protect and enhance wildlife habitats and biodiversity; and reduce on-farm energy and water consumption, food waste and greenhouse gas emissions. Reduce menu items that have high carbon and water footprints, using strategies such as plant-forward menus that feature small portions of animal proteins in a supporting role.
- **Valued Workforce:** Source from producers and vendors that provide safe and healthy working conditions and fair compensation for all food chain workers and producers from production to consumption.
- **Animal Welfare:** Source from producers that provide healthy and humane conditions for farm animals.
- **Nutrition:** Promote health and well-being by offering generous portions of vegetables, fruits, wholegrains, and minimally processed foods, while reducing salt, added sugars, saturated fats, and red meat consumption and eliminating artificial additives. Improving equity, accessibility, and consumption of high quality, culturally relevant Good Food in all communities is central to advancing Good Food purchasing practices.

### Good Food Purchasing Program Assessments

As part of the GFPP, MPS CWS conducts an annual analysis to gain a comprehensive overview of our food procurement trends, understand the extent to which our suppliers are aligned with GFPP values, and set district procurement goals. The analysis aggregates procurement information provided by each of our vendors for produce, meat & poultry, milk & dairy, seafood, and grains & legumes. To complete this analysis, MPS CWS requires food vendors to track product information regarding farm/supplier of origin and production location for all products.

Additional information about the GFPP can be found at: <https://goodfoodpurchasing.org>. Questions about GFPP and MPS CWS' participation in the program can be directed to:

**Lori Valenziano, Buyer**  
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