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MINNEAPOLIS  
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**Request for Proposal (RFP) for  
Fresh Produce & Farm to School Processor  
RFP# 19-17**

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

1250 West Broadway Ave  
Minneapolis, Minnesota 55413-2398  
Tou Doua Yang, Senior Buyer  
Issued: May 7, 2019

**TABLE OF CONTENTS**

- I. Overview**
  - A. Project Objective
  - B. Schedule of Proposal
  - C. Intention to Submit Proposal
  - D. Submission of Written Questions
  - E. Changes to the RFP
  - F. Preparation of Proposal
  - G. Submission of Proposals
  - H. Withdrawal of Proposals
  - I. Evaluation and Selection Process
  - J. Effective Period of Proposals
  - K. Bid Reservations
  - L. Notifications of Unsuccessful Vendors
  - M. Contract Negotiations
  - N. Award of Contract
  - O. Contract Term
  - P. Disposition of Proposals
  - Q. Cost Incurred in Responding
  - R. Assignment
  - S. Causes for Termination
  
- II. Scope of Services**
  - A. Project Background
  - B. Fresh Produce Program Goals
  - C. Culinary and Wellness Services Organization
  - D. Description of Expected Services
  
- III. General Business Information**
  - A. General Business Requirements
  - B. Qualifications and Experience
  - C. Supplier and Employee Equity & Diversity, Sustainability and Community Engagement
  - D. Business Ethics
  - E. Service Level Expectations
  - F. Fees & Costs
  - G. Reporting
  - H. Billing and Payment
  
- IV. Project Scope**
  - A. Farm to School
  - B. Ordering
  - C. Substitutions
  - D. Reports
  - E. Food Safety & Traceability
  - F. Problem Solving
  - G. Produce Quality
  - H. Compliance
  - I. Packaging
  - J. Product Availability
  - K. Delivery

- L. Delivery Fill Rate
- M. Customer Service
- N. Wrap up to project scope information

**V. Appendix Requirements**

- A. Financial Records
- B. References
- C. Pricing Information
- D. MPS Reports
- E. Business Specific Reports
- F. Service Level Expectations
- G. Project Scope

**VI. MPS Appendix Documents**

- 1. Organization Information Cover sheet
- 2. Intention to Submit Proposal
- 3. MPS Sample Contract
- 4. Pricing Information (available in Excel)
  - a. Appendix 4a Fresh Produce Market Basket
  - b. Appendix 4b Farm to School Market basket
- 5. Delivery Sites
- 6. Farm to School Partners
- 7. Evaluation Criteria
- 8. Product and Ingredient Parameter
- 9. Purchasing Profile
- 10. Good Food Purchasing Program

**SECTION I: OVERVIEW**

**A. Project Objective**

Minneapolis Public Schools (MPS) is seeking proposals from organizations and individuals wishing to provide Fresh Produce for the Culinary and Wellness Services Department and act as processor for our Farm to School Program.

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 67 sites, with approximately 35,000 students and 3,200 teaching staff.

The District intends to select organization to provide the necessary Fresh Produce and Farm to School Processing for the Culinary and Wellness Services Department. 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 Fresh Produce and Farm to School Processing for Culinary and Wellness Services.

**RFP Primary Objective 1:** Gain a thorough understanding of the product capability in order to select a primary Fresh Produce vendor and a secondary Fresh Produce vendor & Farm to School Processor vendor that will meet the needs of the district for the next 1 year or more.

**RFP Primary Objective 2:** Gain a thorough understanding of the Produce Company's total proposed costs. Including but not limited to cost of product and delivery and cost of processing.

**B. Schedule of Proposal**

- |                                  |  |
|----------------------------------|--|
| 1. Issue RFP:                    | Tuesday, May 7, 2019                   |
| 2. Intention to Submit Due       | Tuesday, May 21, 2019                  |
| 3. Written Questions Due:        | Tuesday, May 21, 2019                  |
| 4. Responses to Questions:       | Wednesday, May 22, 2019                |
| 5. Proposals Due:                | Friday, May 24, 2019 – 2:00PM 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**

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](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 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 May 21, 2019 to: Tou Doua Yang at [Toudoua.Yang@mpls.k12.mn.us](mailto:Toudoua.Yang@mpls.k12.mn.us). The District will provide written responses to questions from prospective Proposers no later than May 22, 2019

EOD. Responses to all questions received from vendors will be emailed to all vendors that submitted an intent to submit proposal by due date submitted an intent to submit proposal by due date.

**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.

**F. Preparation of Proposal**

1. Careful attention must be paid to all requested items contained in this Request for Proposal. Please read the entire package before bidding. Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond what is sufficient to provide a complete, accurate, and reliable presentation.
2. For ease of review, the proposals must follow the outline in Section III and IV of this request for proposal. Each response should be clearly numbered and the full question listed.
3. Each page of the proposal must be sequentially numbered and include the proposing organization's name.
4. 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.**
5. 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.).
6. The RFP narrative for Section III-IV may not exceed 25 total pages, not including appendices. RFPs exceeding the 25 pages in Section III-IV will not be reviewed. There will be no exceptions.
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 1)
  - b. Table of Contents
  - c. Section III- General Business Information
  - d. Section IV- Project Scope
  - e. Appendix Materials

10. Additional circumstances that may lead to 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 a signed physical and electronic (.pdf) response to this solicitation no later than 2:00 p.m. on 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:**

Minneapolis Public Schools  
Attn: Tou Doua Yang  
1250 West Broadway Ave  
Minneapolis, MN 55411

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.

**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](mailto: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 Fresh Produce and Farm to School Processor RFP Evaluation Committee members will include, but is not be limited to a minimum of one member from at least two departments to be named by the Culinary and Wellness Services department. 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 Fresh Produce Evaluation Committee members will evaluate the proposal base on the Evaluation Criteria in **Appendix 7**.

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.

**J. Effective Period of Proposals**

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

**K. Bid Reservations**

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

**L. Notifications of Unsuccessful Vendors**

The Evaluation Committee 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.

**M. Contract Negotiations**

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

**N. Award of Contract**

The District reserves the right to award this contract as a whole or to a primary and secondary produce vendor, whichever is deemed most advantageous to the District.

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

**O. Contract Term**

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

Proposers must agree to fix contract fees for the first year. If the organization intends to revise its fee schedule after the initial one -year period, it must give written notice to the District 90

days in advance of any fee change. Fees may be changed only on the contract expiration date with 90 days notice. These fees are subject to negotiation and approval by the District.

**P. 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.

**Q. Cost Incurred in Responding**

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

**R. Assignment**

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

**S. Causes for Termination**

Causes for termination of the agreement may include any of the following: Failure to promptly and faithfully provide the services required at the prices indicated in the Proposal; violation of any law governing services provided to the District; failure to cooperate upon receiving any reasonable request for information or service; or improper actions of the officers or employees, which in the opinion of the District, would adversely affect its interest, or endanger the structure of the proposing organization such as a spin off or merger which materially affects the terms of this agreement. The District may terminate the agreement without cause 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 the Fresh Produce & Farm to School RFP 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 65 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

Current Culinary and Wellness Services Environment

Culinary and Wellness Services provides food in multiple programs including breakfast, lunch, snack, dinner, and fresh fruit and vegetable program. The programs are located in 67 school sites and 40 community sites.

Since 2012, the department has moved from pre-pack meals to onsite cooking at 39 sites and implemented 66 salad bars at all sites for the upcoming school year. The District is committed to a strong fresh produce program that includes an extensive farm to school program. The highest priority is in:

- ✓ Fresh, real food
- ✓ Farm to School
- ✓ Salad Bars
- ✓ Nutrition Education

**Farm to School Program:**

The District's Farm to School program aims to provide fresh, high-quality Farm to School produce to students and to educate students about the food system, environment, agriculture, and nutrition. Farm to School is a very important tenet of MPS' commitment to its students and to the local food economy

- The District aims to maximize the amount of Farm to School produce served in school meals, summer meals, and snacks. Farm to School produce is directly contracted and sourced from identified partner farms that meet the district's Farm to School criteria:
  - Grown locally (within 250 miles of Minneapolis) and source-identified
  - Grown using certified organic or sustainable growing practices
  - Grown on small to mid-sized farms where farmers have control over their farm's operations.

- Please see Appendix 6 Farm to School Partners for a list of the 2019-2020 Farm to School partner farms.
- Additionally, the District also aims to source as much locally-grown food from produce growers that may already be established in the vendor's produce supply chain. The District has a robust commitment to sourcing local produce whenever possible.
  - More information about District's Farm to School program is available at [http://nutritionservices.mpls.k12.mn.us/f2s\\_program](http://nutritionservices.mpls.k12.mn.us/f2s_program)

#### Fresh Produce Vision

The key success factor for this selection and installation of a vended solution are:

- ✓ A produce company(s) that will partner with Minneapolis Schools in providing fresh, high quality product at a competitive price for all students in the district.
- ✓ Ability to process all farm to school produce from our local partnered farmers for the District.

#### Fresh Produce Stakeholders

Users of the Fresh Produce include:

- ✓ Students
- ✓ Staff
- ✓ Local Farmers

### **B. Description of Expected Services**

1. The District is seeking one Bidder for whole, processed, Fresh Produce and Farm to School Processor. This produce is served throughout the District and requires timely delivery to schools. The District requires bidder have a knowledge and experience in fresh produce for school program
2. The District is seeking one Bidder for whole, processed, Fresh Produce and Farm to School Processor. This produce is served throughout the District and requires timely delivery to schools. The District requires bidder have a knowledge and experience in fresh produce for school program
3. MPS expects the highest level of quality, professionalism, and results from the vendor and product and the development and implementation of services provided by them, including, but not limited to the following:
  - a. Consultant shall comply with all applicable federal, state, and local statutes, laws, ordinances, rules and regulations, including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this agreement.
4. MPS expects that success of the vendors' performance and product will be determined at the sole discretion of MPS.
5. MPS expects that success of the consultant's performance and product will be determined by both qualitative and quantitative means of data collection and analysis.

## **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. MPS wants to ensure that organizations have sufficient cash flow to serve as a preferred MPS vendor. Please provide the following financial information in totality for the last 3 years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach federal income tax returns, balance sheets, and/or budget accounting for revenues, expenses, and cash flows. List the attachments in a cover sheet for Appendix A.
8. Provide 4 current (no more than three years old) K-12 preferred. If K-12 not available, provide non K-12 customer references. For each reference, provide the following information in a table format in Appendix B:

Description	Response
Customer Name	
Customer Address	
Current Telephone # of a rep. most familiar with the project/program	
Time period over which each project was completed	
# of students in the School District	
Number of school buildings	
Estimated number of employees	

**B. Qualifications and Experience**

1. Describe the experience of your organization in providing a Fresh Produce solution for other school districts. If unable to provide for a school district, describe the experience for another company.
2. Describe the most significant challenge your organization faced in the past two years pertaining to the services in this RFP and the actions/steps your organization took to address the challenge.
3. Describe your organization's most important success in the past 2 years pertaining to the services in this RFP.

4. Describe your organization's most important success in the past 2 years as an organization.
5. Please list your top three (3) competitors and detail out where your organization has a competitive advantage over each.
6. What is your organization doing to stay competitive in the market?

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

1. One of the District's values is equity and diversity for employees, suppliers, and the products that are purchased. We support organizations who support and exhibit equity and diversity in many different areas. Please explain, be specific, how your organization supports and demonstrates this MPS value in 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 9 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?

**D. Business Ethics**

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

**E. Service Level Expectations**

1. Describe your organization's efforts and processes to ensure that services provided to us will completely satisfy or exceed our expectations.

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

**F. Fees and Costs**

**Definition of Contract Costs**

1. 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**

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.

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

<u>Proposed Sites</u>	<u>Fixed Fee/Case</u>
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

1. Identify and describe any and all other fee-based related services that are available from your organization.
2. Provide complete details of your pricing methodology.
3. Are there any other costs MPS can anticipate that have not been identified in this RFP?

**G. Reporting**

1. Related to this RFP, Minneapolis Public Schools may require at least monthly and annual usage with the ability to sort and categorize information. Is your organization capable of providing the level of detail MPS requires, as described above? Please provide an example of this in the Appendix D.
2. Is your reporting information available via hard and digital copy formats?
3. Describe in detail your organization's capabilities to provide ad hoc reports?

**H. Billing and Payment**

1. Does your organization have automated invoicing and payment processes? If no, state below if your organization is willing to transition to these methods for Minneapolis Public School invoicing.
2. What alternative payment and billing methods do you support (i.e., ACH and credit card)?
3. MPS pays its organizations on a net 30-day term. Is this acceptable? If not, what are your standard payment terms?
4. Does your organization offer a discount if Minneapolis Public Schools pays in Net 20, Net 10? If so, please list rebate or price discount.

5. To manage our Vendor Master profile in our procurement system, we prefer to remit payments to one central location only. If you have several offices, can we remit to one central location? If no, provide an explanation as to why this is not possible.
6. List the different methods in which your organization is able to accept a Purchase Order (i.e., electronically, fax, phone, or mail).
- Two (2) weekly invoices (PDF format) must be sent to **MPS\_InvoiceCapture@concursolutions.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:
  - Item description
  - Price
  - Quantity
  - Delivered Date
  - Location of Delivery
  - Credits if Applicable

#### SECTION IV: PROJECT SCOPE

##### A. Farm to School Value-Added Services

- Farm to School Value-Added Services include the receiving, processing and distribution of Farm to School (F2S) produce by the Bidder for Minneapolis Public Schools. These services are subject to the District requirements specified in this document
- The District has selected Farm to School partner farms to provide specific products for the District during the 2019-2020 growing season through a formal, competitive Request for Proposal process
- Farms and farm organizations were selected based on their performance in the following areas:
  - Ability to provide high quality produce
  - Commitment to good on-farm food safety practices
  - Proven organizational capacity
  - Customer service
  - Commitment to sustainable growing practices
  - Commitment to community service, values alignment
  - Equity & diversity
- The Farm to School produce items for the 2019-2020 school year are listed in **Appendix 4b Farm to School Market Cart Basket**. Farm to School produce will be utilized throughout the school year. The bulk pricing for raw Farm to School produce items has been established and will remain firm for the entire 2019-2020 school year, contingent on the farm's ability to meet quality and performance expectations. Farms are expected to meet all of the produce company's own vendor requirements within reason and will go through a mutually agreeable process to be established as approved vendors by the Bidder. Bidder must complete **Appendix 4b Farm to School Market Cart Basket** to include the cost of processing and delivering Farm to School items
- **Planning**
  - The District will work with Bidder to plan for upcoming growing season and make sure all details and policies pertaining to Farm to School program are established in advance. This includes:

- a) Determining product specifications and pack sizes required for Farm to School produce deliveries
  - b) Clarifying order, delivery, invoicing and payment requirements for farmers
  - c) Communicating all additional vendor requirements and setting up farmers as vendors
  - d) Establishing Farm to School item codes for all expected Farm to School products
- o The District has a dedicated Farm to School Coordinator committed to coordinating the District's Farm to School program and being the primary point person in communication with the Bidder regarding the program. The Farm to School Coordinator works with farmers to assure that they are prepared for the upcoming season. This includes:
  - a) Review and track Farm's Food Safety Plan, proof of current passing water test, and certificate of assurance that farm carries at least \$1 million liability insurance
  - b) Site visit(s) to farm(s) to observe on-farm food safety practices and commitment to sustainable growing practices
  - c) Coordinate Food Safety phone calls to review good agricultural practices and assist with Food Safety Plans
  - d) Coordinate logistics of orders, program logistics, and troubleshooting
- **Food Safety**
  - o District will work with the University of Minnesota Extension On-Farm Good Agricultural Practices Education Program and the Bidder to assure that Farm to School farmers are **either** third party certified in Good Agricultural Practices and/or employ another mutually agreeable verification system to assure the use of good on-farm food safety and post-harvest handling practices. Please note: GAP certification for Farm to School farmers is not required.
  - o Farms must provide a Food Safety Plan and are subject to a site visit OR provide a copy of their current GAP certificate for the corresponding produce items they are selling to MPS
  - o Farmers have access to food safety training and technical assistance from the University of Minnesota Extension
  - o Farms must provide full product traceability by labeling each case of product provided with farm name, product, harvest date and pack date
  - o Farmers must also carry at least \$1 million in product liability insurance and provide a water test showing acceptable levels of E. Coli, Coliforms, and Nitrates/Nitrites
  - o Farmers are **not** required to have refrigerated delivery vehicles.
  - o Additional food safety requirements may be required of farmers upon mutual agreement between the Bidder and the District
- **Farmer Orders & Receiving**
  - o Process for ordering and receiving will be as follows, with modifications, adjustments and clarifications as mutually agreed upon by the District and Bidder



- a) Bidder provides weekly inventory of Farm to School produce
- b) District Farm to School Coordinator works with farmers to determine availability
- c) Farm to School Coordinator communicates weekly quantities, farmers and pricing available for delivery to Bidder
- d) Bidder places weekly orders with farmers through emailed Purchase Orders
  - o Bidder pays farmers in a timely manner

**QUESTIONS**

1. Describe your current work with local farmers.
2. Describe how you will work with the District to meet the expected services for the Farm to School.

**B. ORDERING**

- Provide weekly availability and pricing lists in a Microsoft Excel format
- Indicate locally-grown items on availability and pricing list
- Provide wide variety of high quality fresh fruits and vegetables
- Online ordering mechanism for site-based orders with ability to centrally control order guides and make changes or modifications weekly
- Item numbers remain consistent throughout the contract period
- Sites: orders due by 10:00 a.m. Friday for delivery the following Tuesday on typical weeks
- Nutrition Center: orders two days in advance, for example due Monday at 3:00 p.m. for delivery between 5:00 and 5:30 a.m. on Friday
- Set up order guides by August 1
- Provide training to new MPS personnel on using online order system during training dates to be determined by MPS (in August 2019) at the MPS Culinary & Wellness Services building

**QUESTIONS:**

1. Provide a screenshot of your online ordering system
2. Describe the capabilities of your online ordering system, specifically regarding the District's ability to make changes to site orders and order guides
3. Describe your timeline and ability to handle order changes or late orders.

**C. SUBSTITUTIONS**

- Substitutions must be approved by Buyer at least 24 hours prior to delivery, whenever possible
- Substitutions will be billed at no more than the price of the original product ordered
- Vendor must be able to provide substitution of local and/or conventional product for Farm to School produce orders when Farm to School product is not available

**QUESTIONS**

1. Describe your plan to handle substitutions if product becomes unavailable at the last minute

**D. REPORTS**

- Reports which may include usage by site, item, dollar amount, date ranges, etc.
- Ability to specifically track Local items
- Regular reports on a weekly basis

- Special reports upon request within 48 hours within reason
- Ability to track Farm to School (F2S) and local items
- Weekly reports of Farm to School product inventory

If distributor does not have online reporting capabilities for CWS, then Distributor must provide monthly Excel Delivery reports 5 days after month end. The Reports should include:

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

**QUESTIONS**

1. Describe the capacity for the District to generate its own reports from access to online systems
2. Describe the types of reports available
3. Describe your ability to track local products separately

**E. FOOD SAFETY & TRACEABILITY**

- Ability to provide thorough product traceability
- Ability to respond to recall questions
- Using reputable suppliers
- HACCP plan in place (provide copy)

**QUESTIONS**

1. Describe your recall process
2. Describe any third party certifications or accolades related to food safety and product traceability
3. Describe your process for onboarding/certifying vendors
4. Provide a copy of your HACCP plan

**F. PROBLEM SOLVING**

- Nutrition Center orders with unacceptable product or inaccurate deliveries must be re-delivered no later than 9:00 a.m. on the same day
- Credit must be provided for unacceptable product within 1 day of request, unless additional time is granted by the District

**QUESTIONS**

1. Describe your capacity and process for making same day re-deliveries to the nutrition center no later than 9:00 a.m. in the case of product issues
2. Describe your return and credit policy/procedure

**G. PRODUCT QUALITY**

- Products must be high quality
- Provide cut produce cut and packaged within 24 hours of delivery time to site
- Provide processed produce that is ready-to-eat in terms of ripeness and cleanliness (at the sole discretion of MPS)
- Provide bulk, unprocessed produce that is ready-to-eat in terms of ripeness

**QUESTIONS**

1. Describe your production process and timeline and how it is designed to give the District the best quality and freshest products
2. Describe the controls and procedures you have in place to assure that cut produce meets quality and specification standards

**H. COMPLIANCE**

- Buy America Clause – The William F. Goodling Reauthorization Act of 1998 required schools and institutions participating in the nation 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. PACKAGING**

- Expiration date is marked on the exterior of the packaging
- Keep refrigerated is indicated on any products that need to be refrigerated
- Flexible packaging options are available (size, type of package)
- Pack sizes typical of the program are indicated in Market Basket

**QUESTIONS**

3. Screen shot of your proposed product label
4. Describe your earth friendly packaging options
5. Do your packaging options for ready-to-eat produce meet city of Minneapolis code for recycling (<http://www.minneapolismn.gov/health/inspections/greentogo>)?

**J. PRODUCT AVAILABILITY**

- Products must be available in a variety of pack sizes and processed forms, such as individually wrapped servings, processed bulk items (see market basket).
- Ability to work with the district regarding new products, and changes to product specifications and pack sizes
- Encouraged to present or demonstrate new items or concepts to the District.
- Keep District up to date about seasonally available produce items

**QUESTIONS:**

1. What is your process for creating a new processed produce item specification per the District’s request?

**K. DELIVERY**

- List of delivery sites is available in Appendix 5.
- Must provide a route delivery plan and schedule by August 1, 2019
- Flexibility to work with the district regarding deliveries schedules before and after extended periods of school closure (such as release days or school breaks)
- Delivery schedules must be able to accommodate school release days and/or school closures due to in climate weather
- Bid amounts will be based on deliveries to all sites and delivery minimum of \$150 (which would be an estimated 8-25 sites potentially delivered to the Nutrition Center based on order value)
- One delivery per week for certain sites and two per week for larger sites
- All personnel delivering products to the district must wear a uniform and have passed a criminal background screening.

**L. DELIVERY FILL RATE**

- Fill rate of at least 98% for all orders
- District reserves the right to purchase items on the open market and request payment for the difference if Distributor fails to deliver any items listed on the Order Guide/Availability List

**QUESTIONS**

1. What is your fill rate for large institutional customers a) for whole produce and b) cut produce?

**M. CUSTOMER SERVICE**

- Dedicated customer service representative available to provide timely support between the hours of 5:00AM and 6:00PM (primarily between 5:00 a.m. and 10:00 a.m. on school days).

**QUESTIONS**

1. Describe the staff who will interface with MPS and describe their roles/responsibilities

**N. Wrap up to Project Scope Information**

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

**SECTION V: Appendix Requirements-**

- A. Financial Records: MPS wants to ensure that organizations have sufficient cash flow to serve as Title providers in our nonpublic school programs. Please provide the following financial information in totality for the last 3 years: Total Assets, Earnings before Interest & Tax, Net Sales, Market Value of Equity, and Total Liabilities. In the absence of audited financial records, the applicant may attach federal income tax returns, balance sheets, and/or budget accounting for revenues, expenses, and cash flows.
- B. References: Please see section III. A. Question 8 for table
- C. Pricing Information: Please fill in Appendix 3 tables
- D. MPS Reports: Please see section III. G. Question 1 for more information
- E. Fresh Produce RFP Specific Reports: Please see section IV. F for more information
- F. Service Level Expectations: Attach samples of service level agreements, contracts etc.

- G. Project Scope: Review and respond to questions in Section IV, Scope.

**SECTION VI: MPS Appendix Documents**

1. Organization Information Cover Sheet
2. Intention to Submit Bid
3. MPS Sample Contract
4. Pricing Information (available in Excel)
  - a. Appendix 4a Fresh Produce Market Basket
  - b. Appendix 4b Farm to School Market basket
5. Delivery Sites
6. Farm to School Partners
7. Evaluation Criteria
8. Product and Ingredient Parameter
9. Purchasing Profile
10. Good Food Purchasing Program

## 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:

**Appendix 2**  
**Minneapolis Culinary and Wellness Services**

1250 West Broadway Ave N  
 Minneapolis, MN 55411

**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 will 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

# 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.

**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 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.

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

13.3 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.

13.4 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.

**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.

**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.

**19 RETURN OF DATA**

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

**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.

**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.

**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: \_\_\_\_\_

## **APPENDIX 4 MARKET BASKETS**

(Available in Excel)

- a. Appendix 4a Fresh Produce Market Basket
- b. Appendix 4b Farm to School Market basket

**Fresh Produce MARKET BASKET**

# Appendix 4a

<b>School Name:</b>	<b>Minneapolis Public Schools</b>
<b>Proposal Due Date/Time:</b>	
<b>Vendor Cost Based on Week of:</b>	<b>4/22/2019</b>
<b>Proposer Name:</b>	
<b>Contact Name:</b>	
<b>Telephone:</b>	

1	2	3	4	7	8	9	10
<b>Product Description (First Choice = FC) (Approved Equal=AE) (Child Nutrition Label=CN)</b>	<b>Annual District Usage</b>	<b>Pack Size/ Purchase Unit</b>	<b>Alternate Pack Size</b>	<b>MPS Cost</b>	<b>Price Firm (Yes/No)</b>	<b>If Yes, indicate duration</b>	<b>Extended Price to District (Unit Price x Annual District Usage)</b>
Fruit, Apples Whole Local	6575	138 ct		\$ -			\$ -
Fruit, Apples, sliced	850	2/10#		\$ -			\$ -
Fruit, Bananas Petite Singles Green Tip	13,440	150 ct		\$ -			\$ -
Fruit, Cantaloupe Diced 3/4" Bulk Trayed	1500	2/5#		\$ -			\$ -
Fruit, Cantaloupe Whole	1353	9ct		\$ -			\$ -
Fruit, Honeydew Bulk Cubed 3/4"	1500	2/5#		\$ -			\$ -
Fruit, Lunch Bunch Grapes	420	18-22#		\$ -			\$ -
Fruit, Grape Escape I.W.	3600	150 ct		\$ -			\$ -
Fruit, Kiwi Whole	1500	117ct		\$ -			\$ -
Fruit, Kiwi Quartered, Trayed	1250	5#		\$ -			\$ -
Fruit, Orange Wedges Bulk Trayed	850	2/10#		\$ -			\$ -
Fruit, Orange Whole Bulk	900	138ct		\$ -			\$ -
Fruit, Pineapple Diced Trayed	1482	2/5#		\$ -			\$ -
Fruit, Pineapple Crownless Whole Bulk	956	10ct		\$ -			\$ -
Herb, Basil Fresh	104	4oz		\$ -			\$ -
Herb, Cilantro Fresh	611	6 ct		\$ -			\$ -
Vegetable, Beans Green clipped	500	2/5#		\$ -			\$ -
Vegetable, Beets Peeked and Diced 3/4"	267	2/5#		\$ -			\$ -
Vegetable, Broccoli	416	14 ct		\$ -			\$ -
Vegetable, Broccoli Fresh Salad Bar Cut	819	5#		\$ -			\$ -
Vegetable, Carrots Sticks	988	2/5#		\$ -			\$ -
Vegetable, Carrots Match Sticks (Max 1" long)	182	5#		\$ -			\$ -
Vegetable, Carrots Coin	375	2/5#		\$ -			\$ -
Vegetable, Celery Diced	221	5#		\$ -			\$ -
Vegetable, Celery Diced 1/4" Bulk	91	25#		\$ -			\$ -
Vegetable, Celery Sticks 3" Trayed	526	5#		\$ -			\$ -
Vegetable, Coleslaw Mix	104	4/5#		\$ -			\$ -
Vegetable, Cucumbers Bulk	39	45#		\$ -			\$ -
Vegetable, Cucumbers Slices Trayed	1263	5#		\$ -			\$ -
Vegetable, Cucumbers Whole Bulk	1534	6 ct		\$ -			\$ -
Vegetable, Jicama Sticks Bulk	78	5#		\$ -			\$ -
Vegetable, Lettuce Shredded	3380	4/5#		\$ -			\$ -
Vegetable, Lettuce 60/20/20 ROMAINE/ICEBERG/KALE	3100	4/2.5#		\$ -			\$ -
Vegetable, Lettuce 60/20/20 ROMAINE/ICEBERG/KALE	7525	4/5#		\$ -			\$ -
Vegetable, Onion Green Diced 1/4"	169	10#		\$ -			\$ -
Vegetable, Onion Green Whole	285	12ct		\$ -			\$ -
Vegetable, Onion Red Diced 1/4"	364	5#		\$ -			\$ -
Vegetable, Onion Red Sliced 1/8"	26	5#		\$ -			\$ -
Vegetable, Onion Red Whole	1027	5#		\$ -			\$ -
Vegetable, Onion White Whole	533	5#		\$ -			\$ -
Vegetable, Onion Yellow Bulk	169	5#		\$ -			\$ -
Vegetable, Onion Yellow Diced 1/4"	338	5#		\$ -			\$ -
Vegetable, Onion Yellow Diced 1/4"	78	20#		\$ -			\$ -
Vegetable, Pepper Green Bulk	208	5#		\$ -			\$ -
Vegetable, Pepper Green Diced 1/4"	455	5#		\$ -			\$ -
Vegetable, Pepper Green Julienne	234	5#		\$ -			\$ -
Vegetable, Pepper Red Bulk	208	5#		\$ -			\$ -
Vegetable, Pepper Red Diced 1/4"	208	5#		\$ -			\$ -
Vegetable, Pepper Red Julienne	234	5#		\$ -			\$ -
Vegetable, Potato Red Bulk	2734	25#		\$ -			\$ -
Vegetable, Potato Red Skin On Diced 3/4"	3125	2/5#		\$ -			\$ -
Vegetable, Potato Red Skin On Diced 3/4"	2000	20#		\$ -			\$ -
Vegetable, Potato Yellow Bulk	2985	25#		\$ -			\$ -
Vegetable, Spinach Cello	4212	5#		\$ -			\$ -
Vegetable, Squash Yellow Bulk	130	5#		\$ -			\$ -

1	2	3	4	7	8	9	10
Product Description (First Choice = FC) (Approved Equal=AE) (Child Nutrition Label=CN)	Annual District Usage	Pack Size/ Purchase Unit	Alternate Pack Size	MPS Cost	Price Firm (Yes/No)	If Yes, indicate duration	Extended Price to District (Unit Price x Annual District Usage)
Vegetable, Sugar Snap Peas Bulk	910	10#		\$ -			\$ -
Vegetable, Sweet Potato Skin on 3/4" Diced	871	2/5#		\$ -			\$ -
Vegetable, Tomato Grape	150	12/1 pint		\$ -			\$ -
Vegetable, Tomatoes Diced 1/2"	2977	5#		\$ -			\$ -
Vegetable, Tomato Roma Bulk	892	25#		\$ -			\$ -
Vegetable, Zucchini Bulk	130	5#		\$ -			\$ -
<b>Total Extended Price:</b>							<b>\$ -</b>

## Appendix 4b Farm to School Market Basket

F2S Item	Processing Cost	Handling cost
F2S Beet, Chiogga, 25# ( <i>original case size</i> )		
F2S Beet, Chiogga, Diced 3/4", 5#		
F2S Beet, Chiogga, Diced 3/4", 2/5#		
F2S Beet, Golden, Whole, 25#		
F2S Beet, Golden, Diced 3/4", 5#		
F2S Beet, Golden, Diced 3/4", 2/5#		
F2S Beet, Red, Whole, 25#		
F2S Beet, Red, Diced 3/4", 5#		
F2S Beet, Red, Diced 3/4", 2/5#		
F2S Broccoli, 18lb ( <i>original case size</i> )		
F2S Broccoli, florets, 5#		
F2S Broccoli, florets, 2/5#		
F2S Brussels Sprouts, 25# ( <i>original case size</i> )		
F2S Brussels Sprouts, 2/5#		
F2S Brussels Sprouts, 2/5#		
F2S Cabbage, Green, Shredded, 5#		
F2S Cabbage, Green, Shredded, 2/5#		
F2S Carrot, 25# ( <i>original case size</i> )		
F2S Carrot, Stick 4", 5#		
F2S Carrot, Stick 4", 2/5#		
F2S Carrot, Diced 3/4", 5#		
F2S Carrot, Diced 3/4", 2/5#		
F2S Carrot, Diced 3/4", 20#		
F2S Carrot, Diced 1/2", 5#		
F2S Carrot, Diced 1/2", 2/5#		
F2S Carrot, Diced 1/2", 20#		
F2S Carrot, Matchstick, 5#		
F2S Carrot, Matchstick, 2/5#		
F2S Carrot, Coin, 5#		
F2S Carrot, Coin, 2/5#		
F2S Carrot, Rainbow, 25# ( <i>original case size</i> )		
F2S Carrot, Rainbow, Coin, 5#		
F2S Carrot, Rainbow, Coin, 2/5#		
F2S Celeriac, Diced 3/4", 5#		
F2S Celeriac, Diced 3/4", 2/5#		
F2S Coleslaw Mix, 5# -- <i>using F2S cabbage</i>		
F2S Coleslaw Mix, 5# -- <i>using F2S cabbage</i>		
F2S Corn, Sweet, Half Ear, 48ct		
F2S Cucumber, 68-72CT ( <i>original case size</i> )		
F2S Cucumber, 6CT		
F2S Cucumber, Sliced, 5#		
F2S Cucumber, Sliced, 2/5#		
F2S Green Bean, 2/5#		

F2S Kale, 14# (original case size)		
F2S Kale, Shredded, 4/2.5#		
F2S Kale, Shredded, 4/5#		
F2S Kohlrabi, 25# (original case size)		
F2S Kohlrabi, Stick 4", 5#		
F2S Kohlrabi, Stick 4", 2/5#		
F2S Kohlrabi, Matchstick, 5#		
F2S Kohlrabi, Matchstick, 2/5#		
F2S Lettuce Blend, 2/5# 70 F2S Romaine/20 Iceburg/10 F2S Kale		
F2S Lettuce Blend, 4/5# 70 F2S Romaine/20 Iceburg/10 F2S Kale		
F2S Melon, Cantaloupe, 6 EA		
F2S Melon, Cantaloupe, 3/8 wedge, 2/5#		
F2S Melon, Cantaloupe, Chunk, 2/5#		
F2S Melon, Honeydew, 6 EA		
F2S Melon, Honeydew, 3/8 wedge, 2/5#		
F2S Melon, Honeydew, Chunk, 2/5#		
F2S Melon, Watermelon, 30#		
F2S Melon, Watermelon, 3/8 wedge, 2/5#		
F2S Melon, Watermelon, Chunk, 2/5#		
F2S Parsnips, 25# (original case size)		
F2S Parsnips, 1/2" diced, 5#		
F2S Parsnips, 1/2" diced, 2/5#		
F2S Parsnips, 3/4" diced, 5#		
F2S Parsnips, 3/4" diced, 2/5#		
F2S Pepper, Green Bell, whole 5#		
F2S Pepper, Green Bell, Diced 5#		
F2S Pepper, Green Bell, Diced 2/5#		
F2S Pepper, Green Bell, Strips 5#		
F2S Pepper, Green Bell, Strips 2/5#		
F2S Potato, Red, 50# (original case size)		
F2S Potato, Red, Diced, 3/4" 20#		
F2S Potato, Russet Large, 50# (original case size)		
F2S Potato, Russet Small, 50# (original case size)		
F2S Potato, Small Blend, 50# (original case size)		
F2S Potato, Yellow, 50# (original case size)		
F2S Potato, Yellow, Diced, 3/4" 20#		
F2S Radish, Beauty Heart, 25# (original case size)		
F2S Radish, Beauty Heart, sliced, 5#		
F2S Radish, Beauty Heart, sliced, 2/5#		
F2S Radish, Purple Daikon, 25# (original case size)		
F2S Radish, Purple Daikon, sliced, 5#		
F2S Radish, Purple Daikon, sliced, 2/5#		
F2S Radish, Red, 25# (original case size)		

F2S Radish, Red, quartered, 5#		
F2S Radish, Red, quartered, 2/5#		
F2S Rutabaga, 50# ( <i>original case size</i> )		
F2S Rutabaga, Diced 3/4", 5#		
F2S Rutabaga, Diced 3/4", 2/5#		
F2S Squash, Butternut, Diced 3/4", 5#		
F2S Squash, Butternut, Diced 3/4", 2/5#		
F2S Squash, Delicata, 40# ( <i>original case size</i> )		
F2S Squash, Spaghetti, 40# ( <i>original case size</i> )		
F2S Squash, Summer, Whole 5#		
F2S Squash, Summer, Coin 5#		
F2S Squash, Summer, Coin 2/5#		
F2S Squash, Zucchini, Whole 5#		
F2S Squash, Zucchini, Coin 5#		
F2S Squash, Zucchini, Coin 2/5#		
F2S Sweet Potato, 40# ( <i>original case size</i> )		
F2S Sweet Potato, Diced 3/4", 2/5#		
F2S Tomato, Grape, 10# ( <i>original case size</i> )		
F2S Tomato, Round, 20# ( <i>original case size</i> )		

\*\*F2S Items, pack sizes, and specs are subject to change.

## APPENDIX 5

### Delivery Sites

The following sites are the delivery locations for the 2019-2020 school year. The district reserves the right to add additional sites as needed.

School	Address
Nutrition Center	812 Plymouth Ave N 55411
Anthony Middle	5757 Irving Ave S 55419
Anwatin Middle	256 Upton Ave S 55405
Barton Elementary	4237 Colfax Ave S 55409
Bethune Elementary	919 Emerson Ave N 55411
Broadway Art's Longfellow	3017 E. 31st St.
Bryn Mawr Elementary	252 Upton Ave S 55405
Burroughs Elementary	1601 W 50th St 55419
City View Elementary	3350 4th St N 55412
Dowling Elementary	3900 W River Pkwy 55406
Edison High School	700 22nd Ave NE 55418
Emerson Elementary	1421 Spruce Place 55403
FAIR School	105 10th Street 55403
Field Middle	4645 4th Ave S 55419
Folwell Elementary	3611 20th Ave S 55407
Franklin Middle	1501 Aldrich Ave 55411
Green Central Elementary	3416 4th Ave S 55408
Hale Elementary	1220 E 54th St 55417
Hall Elementary	1601 Aldrich Ave N 55411
Harrison School	501 Irving Ave N 55405
Harvest Network Olson	1300 Olson Memorial HWY 55412

School	Address
Kenny Elementary	5720 Emerson Ave S 55419
Lake Harret Upper	4912 Vincent Ave S 55410
Lake Harriet Lower	4030 Chowen Ave S 55410
Lake Nokomis Keewaydin	5209 30th Ave S 55417
Loring Elementary	2600 44th Ave N 55412
Lucy Laney Elementary	3333 Penn Ave N 55412
Lyndale Elementary	312 West 34th St S 55408
Marcy Elementary	415 4th Ave SE 55414
Nellie Stone Johnson	807 27th Ave N 55411
North High School	1500 James Ave N 55411
Northeast Middle	2955 Hayes St NE 55418
Olson Middle	1607 51st Ave N 55430
Pillsbury Elementary	2250 Garfield St NE 55418
Pratt Elementary	66 Malcolm Ave SE 55414
Ramsey Middle	1 W 49th St 55419
River Bend Elementary	1510 Glenwood Ave No 55405
Roosevelt High School	4029 28th Ave S 55406
Sanford Middle	3524 42nd Ave S 55406
Seward Elementary	2309 28th Ave S 55406
South High School	3131 19th Ave S 55407
Southwest High School	3414 W 47th St 55410



MPS RFP #19-17 Fresh Produce Supplier & Farm to School Processor

Harvest Network Penn	2131 12th Avs N 55411
Henry High School	4320 Newton Ave N55412
Hiawatha Elementary	4201 42nd Ave S 55406
Hmong Academy	1501 30th Avenue N 55411
Howe Elementary	3733 43rd Ave S 55406
Jefferson Elementary	1200 W 26th St 55405
Jenny Lind Elementary	5025 Bryant Ave N 55430

Sullivan Elementary	3100 E 28th St 55406
Washburn High School	201 W 49th St 55419
Webster Elementary	425 5th st Northeast 55413
Wenonah Elementary	5625 23rd Ave S 55417
Whittier Elementary	315 W. 26th Street 55404
Wilder School	3320 Elliot Ave S 55407
Windom Elementary	5821 Wentworth Ave S 55419

## APPENDIX 6

### Farm to School Partners

The District's Farm to School program began in 2012 and is centered on a commitment to sourcing sustainably grown food from small and mid-sized farmers in the region for the District's school meal programs. At the root of the program is the belief that students, farmers and communities benefit from successful Farm to School programs.

The program prides itself on providing high quality, fresh produce to students while maintaining strong, mutually beneficial relationships with farmers. Currently the District's Farm to School program is one of the strongest in the country, recognized nationally for how a large, urban school district can build meaningful partnerships with local farmers and provide educational opportunities for students around food, farming and nutrition. The program has also gained recognition locally among students, parents, staff, media, and partners.

Each year, the program has seen farmers interested in returning as partners, and growth in terms of product varieties & volumes. MPS expects to have procured over 125,000 pounds of fresh produce from small to mid-sized farmers grown using sustainable or certified organic growing practices within 250 miles of Minneapolis during the 2018-2019 school year. A total of 13 farms and organizations representing multiple farms in the region will have provided nearly 40 varieties of fresh produce to the District. The District aims increase this volume and variety of Farm to School produce for the 2019-2020 school year.

The District is excited to grow its commitment to fresh, sustainably grown produce for its students, and fully intends to continue the good relationships with farmers that have made the program successful. We have secured fresh produce from the following farms for the 2019-2020 school year. The Fresh Produce vendor will be required to work with these farmers, establish a protocol to accept product, process, and distribute product to Minneapolis School Sites.

Awaken Moon  
Chicken Ridge Orchard  
Driftless Organics  
East Henderson Farm  
Hmong American Farmers Association  
Hidden Stream Farm  
Hugh's Gardens  
L&R Poultry and Produce  
My MN Farmer  
Open Hands Farm  
Seeds Farm  
Shared Ground Farmers Cooperative  
The Good Acre



## APPENDIX 7

### Minneapolis Public Schools Culinary and Wellness Services Evaluation Criteria

<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 8

### 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 9**

**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
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**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
  - We are committed to the GFPP 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.

## 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





## 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:

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