Purchasing & Contract Services
360 Colborne Street
St. Paul, MN 55102

Phone Number: 651-747-8291

Primary point of contact for the ITB is:
Melissa O’Neil, Contract Manager
Email: Melissa.oneil@spps.org
Office: 651-767-3408

Invitation to Bid (ITB) #A227311-MO

Farm to School Produce for Saint Paul Public Schools
Nutrition Services

Release Date: March 13, 2023
Due by 2:00 PM, April 10, 2023

In the operation of the Child Nutrition Programs, no child will be discriminated against because of race, sex, color, national origin, age, or disability. If you believe you have been discriminated against, write immediately to the Secretary of Agriculture, Washington D.C. 20250
PART 1 – INSTRUCTION TO FARMERS

1.01 OVERVIEW AND DEFINITIONS

St. Paul Public Schools is currently the second largest in the state of Minnesota. The District serves more than 3.5 Million breakfasts, 4.7 million lunches, 232 thousand snacks and 273 thousand suppers through the following programs SBP, NSLP, and CACFP. We operate a 2-week breakfast cycle, a 4-week lunch cycle and 4-week supper cycle.

For the purpose of this ITB the term “District” or “SPPS” means Saint Paul Independent School District 625. The term “Farmer” means the person who is submitting this proposal for consideration to furnish and deliver the specified merchandise.

1.02 REQUEST FOR PROPOSAL – ITB #A227311

Electronic Proposals will be received online by the Purchasing Department of Saint Paul Public Schools for Independent School District No. 625, 360 Colborne Street, St. Paul, MN 55102 until 2:00 p.m. local time on April 10, 2023, for the furnishing and delivery of Farm to School Produce in accordance with the specifications set forth herein and the “other” terms, conditions and instructions to the specifications. All Proposals received after the time stated will not be opened or considered. The Vendor assumes the risk of any delay.

1.03 SCHEDULE OF PROPOSAL

1. Issue ITB: March 13, 2023
2. Written Questions Due: March 27, 2023 at 2:00 PM Local Time
3. Responses to Questions: March 29, 2023
4. Pre-Bid Meeting April 3, 2023
5. Proposals Due (In GetAll) April 10, 2023 at 2:00 PM Local Time
6. District Approval April 18, 2023 Tentatively
7. Implementation Process: Immediately upon School Board Approval

1.04 PREPARATION OF PROPOSAL DOCUMENTS

A. All Proposals must be electronically uploaded based on the instructions found at https://www.spps.org/Page/24239.
B. Proposal pricing to include prepaid freight: F.O.B.: Destination-no freight allowed.
C. All addendums can be found online at https://www.spps.org/Page/24239.
D. No facsimile copies will be accepted. No e-mailed copies will be accepted. No hard-copies will be accepted.
E. Proposals must be signed in longhand, executed by an agent authorized to enter into an agreement.
F. Written Questions regarding this ITB must be submitted to the GetAll system no later than 2:00pm local time on March 27, 2023. Responses will be posted in the system in the form of addenda no later than end of business on March 29, 2023.
G. It is the sole responsibility of the Vendor to review and respond to any addenda to this ITB. This includes responses to any submitted questions posed during the open question period from all participating firms.

1.05 COLLUSION OF FARMERS

Collusion of Farmers is cause for rejection of all involved.

1.06 INQUIRIES REGARDING PROPOSAL

All inquiries concerning this ITB must be electronically submitted to the GetAll system prior to the identified deadline.

Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addendum will be provided to all Vendors on record in the District Purchasing Office. The District will not be responsible for, nor honor any claims resulting from, or alleged to be the result of misunderstanding by the Vendor. No phone or in person inquiries will be accepted. It is the Vendor’s responsibility to bring all discrepancies, ambiguities, omissions, or matters that need clarification to the District’s attention.
1.07 ITB AWARD

Independent School District 625 will make the award. Awards may be made to one or multiple farmers whichever is deemed to be in the best interest of the District. Award shall be based on, but not limited to the following:

1. Proposed Pricing
2. Ability to do Classroom Visits and Host Field Trips
3. Reporting Ability, Performance, Customer Service and Farming Practices
4. Delivery – Farmer’s Ability to Meet Delivery and Stocking Requirements, Climate Controlled Trucks
5. Written HACCP Plan, GAP Plan or Food Safety Plan
6. In evaluating bids, the District will consider whether the bids comply with prescribed requirements. A Farmer may be disqualified based on failure to meet any of the above criteria. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Site visits and pre-award audits may be done prior to the award.
   Right is reserved to award this bid in part or in whole to a single farmer or multiple farmers or to reject any or all bids if it is in the best interest of the District to do so. The School Board reserves the right to reject any or all bids or parts of bids and to waive informalities in the bids.

1.08 QUALIFICATIONS

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

A Farmer must be deemed qualified, in the judgment of the District’s Officials, to perform as required herein. A bid may be rejected if a Farmer fails to meet any one of the following:
   Product Line: It must be evident to the District that a Farmer is capable of delivering promptly all items on the bid list.
   Capacity: A Farmer must clearly demonstrate to the District that they have the capacity, physically and financially, to supply items to the District in economical quantities as required.
   Reliability: A successful Farmer must have a verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at contracted prices. A distributor may be designated as unacceptable if the specifications are violated and/or poor communication exists between the seller and the District.
   Insurance: The selected Farmer must provide the District with a certificate of insurance prior to the start date of the contract. Insurance requirements can be found at the bottom of the website: [https://www.spps.org/Page/3808](https://www.spps.org/Page/3808)
   Equal Opportunity/Non-Discriminating Policy: All Farmers submitting bids/proposals must comply with the School District’s equity policy. Saint Paul Public Schools does not discriminate on the basis of race, creed, sex, marital status, national origin, immigration status, age, color, religion, ancestry, status with regard to public assistance, socio-economic status, sexual or affectional orientation, gender identity and expression, familial status, physical appearance or disability. Saint Paul Public Schools also makes reasonable accommodation to the known disabilities of qualified disabled individuals. This policy applies to all areas of education, employment, programs and services operated by the school district.

PURPOSE

Saint Paul Public Schools (SPPS) students deserve respectful learning environments in which their racial and ethnic diversity is valued and contributes to successful academic outcomes.

This policy confronts the institutional racism that results in predictably lower academic achievement for students of color than for their white peers. Eliminating our district’s institutional racism will increase achievement, including on-time graduation, for all students, while narrowing the gaps between the highest- and lowest-performing students.

SPPS acknowledges that complex societal and historical factors contribute to the inequity within our school district. Nonetheless, rather than perpetuating the resulting disparities, SPPS must address and overcome this inequity and institutional racism, providing all students with the support and opportunity to succeed.

1. ELIMINATE SYSTEMIC DISPARITIES

To interrupt systems that perpetuate inequities, SPPS will:
   A. Invite and include people from all races and ethnicities to examine issues and find adaptive solutions, which address the root causes and systems, rather than technical solutions, which provide one-time, situational fixes;
B. Develop the personal, professional, and organizational skills and knowledge of its employees to enable them to address the role and presence of racism; and
C. Eliminate practices that result in predictably lower academic achievement for any student racial group compared to peers.

2. ENSURE SYSTEMIC EQUITY

SPPS will implement and lead from a system-wide racial equity plan that stands on three critical pillars: Family, Student and Community Engagement; Leadership; and Teaching and Learning.

A. Family, Student and Community Engagement
SPPS employees will develop and implement equitable practices for and with our students, their families and other community members including:
1. Intentionally seeking and including students’ multiple racial perspectives in the development and implementation of culturally responsive teaching and learning practices and curriculum;
2. Engaging family and community members with staff and students, district wide and at school and program sites, in the development and implementation of culturally appropriate and effective partnerships between home and school; and
3. Inviting and including community members to bring multiple cultural perspectives to examining and solving issues that arise.

B. Leadership
SPPS leaders will ensure that racial equity guides employee actions and leads to improved academic results by:
1. Recruiting, employing, supporting, retaining and continuously developing a workforce of racially conscious and culturally competent administrative, instructional and support personnel;
2. Modeling racial equity in business practices;
3. Replacing inequitable operational practices with systems that support implementation of this policy, and
4. Focusing accountability systems and metrics on racially equitable results.

C. Teaching and Learning
SPPS employees will work together to increase their individual and collective capacity to effectively teach a racially and ethnically diverse and changing student population by:
1. Ensuring a positive and academically rigorous school environment that engages all students;
2. Collaborating as teachers and administrators to create and implement culturally responsive instructional practices, curriculum and assessments; and
3. Eliminating practices that lead to the over- or under-representation of any student racial group compared to peers.

3. IMPLEMENTATION AND MONITORING

The Board directs the Superintendent to develop and implement a system-wide racial equity plan with clear accountability and metrics, which will result in measurable academic improvements for SPPS students. The Superintendent shall regularly report progress on the plan and outcomes.

1.09 RELATIONSHIP WITH THE DISTRICT

The Farmer is retained solely for the purposes, and to the extent, set forth in this Contract. The Farmer’s relationship to the District during the term of this Contract shall be that of an Independent Contractor. The Farmer shall have no capacity to involve the District in any contract, nor to incur any liability on the part of the District. The Farmer, its agents or employees shall not be considered as having the status or pension rights of a District employee. The District shall not be liable for any personal injury to, or death of, the Farmer, its agents, or employees.

PART 2 - GENERAL SPECIFICATIONS

2.01 CONTRACT DESCRIPTION

This is a twelve-month contract for Farm to School Produce from July 1, 2023 – June 30, 2024.

We have a preference for the product to be local. Local is defined as being grown within a 200-mile radius around 1930 Como Ave. St. Paul MN 55108.

This contract is strictly between the bidding Farmer and the District. The District has completed another Request for Proposal for processing of the produce. The TBD Processor for the 2023-2024 school year. The Farmer is responsible for communicating with that processor once the ITB is completed.
Farmer must have a HACCP program or food safety plan and be willing to provide a copy of the program to SPPS and the processor upon request.

All bidding Farmers must agree to a site visit to before bid is awarded and periodically during the contract period. All products must be transported in temperature-controlled trucks. Invoices must reflect bid quantities (size, pack, etc.) as Farmer quoted. Farmer will invoice the Farm to School Processor.

Drivers must adhere to the delivery policies of the processor.

2.02 EXCLUSIVITY
The District agrees to use the contract Farmer as an exclusive source for the various items and services as listed herein as well as for comparable substitutes and supplemental items. The designated Farmer reciprocally agrees to provide total requirements as listed herein, thereby minimizing occurrences when the District may have to seek other interim product sources.

In case of default by the contract Farmer, the District, after due notice (Section 2.09), may procure the necessary products or supplies from other sources and hold the Farmer responsible for any excess cost occasioned thereby. Continuous instances of default may result in cancellation of the contract.

2.03 CONTRACT PERIOD
The contract period for Farm to School Produce will be from July 1, 2023 to June 30, 2024.

2.04 CONTRACT PRICING
The pricing must remain firm for the full contract period.

2.05 DEFINITION OF CONTRACT COST PRICES
Cost prices shall be based on “delivered to distributor’s warehouse”.

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

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The Farmer must track amount of local items (total pounds and dollars) that are purchased. Local is defined at being grown or produced within 200 miles of 1930 Como Ave St. Paul, MN 55108.

2.08 CONTRACT CANCELLATION
Unless otherwise stated, any contract entered into as a result of this ITB may be cancelled by either party upon 60-day written notice prior to the effective date of cancellation. Cancellation may be in whole or part.

2.09 FARMER PERFORMANCE
For any District Order, if the Farmer is unable to perform under the terms of the contract except for uncontrollable circumstances, the District reserves the right to cancel any order and purchase the item(s) on the open market.

2.10 QUANTITIES
The quantity of merchandise delivered shall not be greater than the amount specified on the order unless such additional quantities are to be accepted by the District. Products and supplies will be ordered in full case quantities whenever possible. Orders must be filled to the Processor’s unit of measure. The District will place all orders through the Processor and the Processor will place all orders with the Farmer.

2.11 DELIVERY GUARANTEE
Farmer must notify Purchasing Analyst and Processor in advance of delivery, if unable to deliver all items that have been ordered.
2.12 DELIVERY INSTRUCTIONS
The prices quoted shall be for deliveries to the Processor’s warehouses as designated by the district. All shipments shall be delivered FOB: Destination – no freight allowed.

Items, which are delivered in packages, cartons or crates, are accepted only upon the guarantee that upon the removal from such packaging they are found in first class condition without any defect or they must be removed & replaced without additional charge to the District. Product must be free of dirt before arriving at the Processor. Deliveries shall be made according to requested day and time. Delivery appointments must be made within 48 hours of delivery.

2.13 PAYMENT
The Farmer will bill the Processor directly for all product. The Processor in turn will bill the District.

The Farmer will issue credit invoices within one (1) week of notification by the Processor.

Invoices will need to accompany the delivery to The Processor.

2.14 FARM TO SCHOOL VALUE ADDED SERVICES
Farm to School Value-Added Services include the receiving, processing and distribution of Farm to School produce for Saint Paul Public Schools. These services are subject to all of the Farmer requirements specified in this document.

Farm to School produce will be in use from September 2023 through May 2024.

FARMS AND PRODUCTS
District selects Farm to School farms, products, and pricing through a competitive Request for Proposal process. Farmers, products and pricing are selected in March and “contracted” volumes are established for the following growing season. Prices for raw Farm to School inputs remain firm for the entire 2023-2024 school year. Farms are selected as partners based on a variety of qualifications and selection criteria, with the expectation that they will meet all of the Processor’s own Farmer requirements and be established as approved Farmers.

PLANNING
District will work with Farmer to plan for upcoming growing season and make sure all details pertaining to Farm to School program are set up in advance. This includes but not limited to:

• Determining product specifications and pack sizes required for Farm to School produce deliveries
• Clarifying order, delivery, invoicing and payment requirements for farmers
• Communicating all additional Farmer requirements and setting up farmers as Farmers
• Establishing Farm to School item codes for all expected Farm to School products
• Reviewing a Food Safety Plan, proof of current water test, and certificate of assurance that farm carries the correct amount of liability insurance
• Site visit(s) to farm(s) to observe on-farm food safety practices and commitment to sustainable growing practices
• May need to attend a 1-day workshop to cover review good agricultural practices and an Institutional Sales Workshop to explain pack sizes, product specifications, delivery logistics, invoicing, and payment processes.

FOOD SAFETY
Farms must provide a Food Safety Plan and are subject to a site visit. Farms must provide full product traceability by labeling each case of product provided with farm name, product, harvest date and pack date.

FARMER ORDERS AND RECEIVING
Process for ordering and receiving will be as follows, with modifications or adjustments as needed:

• Proposed menu months are listed below
• Purchasing Analyst will communicate estimated quantities and menu/delivery dates to the Farm and Processor
• Purchasing Analyst will communicate final orders to Processor
• Processor places orders with farmers
• Farm to School farmers deliver products in compliance with processor requirements in clean, new cases using clean, sanitary delivery vehicles following agreed-upon pack sizes and product specifications.
• Farmer bills Processor in a timely manner based on agreed-upon pricing

Farmer is encouraged to notify District if a local produce option is available at significant cost savings compared to a Farm to School option. Processing Partner may purchase additional produce from Farm to School farms for its own use as long as District’s orders are filled.

District and Farmer will work together to ensure that enough Farm to School produce is available in inventory to fill District orders, but that Farm to School inventory is not excessive. For perishable items, Farm to School items should stay in inventory no more than 2-4 days. For storage crops, Farm to School items may stay in inventory as many as 2-3 weeks. Farmer must maintain unique Farm to School inventory and not co-mingle Farm to School items with other products during storage.

PROCESSING/HANDLING
Processor will provide processing/handling services of raw Farm to School produce for final product delivery to the District. Farmer must use Farm to School produce in “First in, First Out” fashion. Services may include:
• Cross-docking full cases of produce
• Repacking produce into smaller cases (no wash)
• Washing and repacking produce into smaller cases
• Washing, processing and repacking produce

SITE ORDERING AND DELIVERY
Processor and Farmer will set up alternate Farm to School item codes (or some other unique, traceable product indicator) for Farm to School finished goods. Processor will fill orders with Farm to School produce to the greatest extent possible. Farmer, Processor and District will develop acceptable alternatives for backfilling with other produce if Farm to School items run out or are not available as planned.

FEEDBACK AND COMMUNICATION
Processor and Farmer must designate a Primary and Secondary contact for communication regarding the coordination of Farm to School produce. In addition to providing reports, Farmer is expected to communicate to District/Processor any issues or concerns as soon as they arise. Issues may include but not limited to: inappropriate produce temperatures upon delivery, unsanitary delivery vehicles, incorrect order quantities, damaged products, or pack sizes that differ from specifications. Processor should also give the District advanced notice if product is spoiling or has been sitting in inventory for longer than 2-3 weeks.

2.15 ASSIGNMENTS
The Farmer shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the District. In case the Farmer assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of assignee is and to any monies due to the Farmer shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of the work called for in this contract.

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

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

For purposes of this section, the determination of “practicable” shall be made by the District Nutrition Services Program (CNP).

2.17 MINNESOTA TAXES
Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd.f 1, Para. (J).

**PART 3 – INSTRUCTIONS FOR COMPLETING PROPOSAL FORM**

### 3.01 BRANDS
The Farmer shall submit pricing for all items as specified; no substitutions are acceptable at this time. The District is willing to consider “like items” after the proposal has been awarded and only upon written mutual agreement.

### 3.02 ITEM IDENTIFICATION (ID)
The items listed herein are identified by commonly understood terminology. The item identifications listed herein are, in effect, brief product specifications. They are the result of thorough research and represent the latest information available.

### 3.03 PRICES
This ITB is for Farm to School Produce as needed and called for during the period from July 1, 2023 through June 30, 2024 all in accordance with the specification listed in this ITB.

<table>
<thead>
<tr>
<th>Item</th>
<th>Product Description/How It Will Be Used</th>
<th>Estimated Month To Be Menued</th>
<th>Estimated Volume needed from Farmer</th>
<th>How items should be delivered to processor</th>
<th>Farmers Delivered Quote Per Pound</th>
</tr>
</thead>
<tbody>
<tr>
<td>Green Beans</td>
<td>Trimmed</td>
<td>Sept</td>
<td>1000#</td>
<td>25lb</td>
<td></td>
</tr>
<tr>
<td>Peppers</td>
<td>Sticks/diced</td>
<td>Sept</td>
<td>1000#</td>
<td>25lb</td>
<td></td>
</tr>
<tr>
<td>Summer Squash</td>
<td>1/2 inch diced (Zucchini, Red Onion and Summer Squash Medley)</td>
<td>Sept</td>
<td>2500# Total</td>
<td>25lb</td>
<td></td>
</tr>
<tr>
<td>Zucchini</td>
<td>1/2 inch diced</td>
<td>Sept</td>
<td>1500#</td>
<td>25lb</td>
<td></td>
</tr>
<tr>
<td>Sweet Corn</td>
<td>3&quot; ears</td>
<td>Sept (First 2 weeks)</td>
<td>400 case @48ct</td>
<td>48ct</td>
<td></td>
</tr>
<tr>
<td>Root Vegetables</td>
<td>Sliced (Thickness 1/8th) (Parsnips, Turnips, Rutabaga, Carrots)</td>
<td>Sept</td>
<td>2500# Total</td>
<td>22lb or bin 600lb</td>
<td></td>
</tr>
<tr>
<td>Root Vegetables</td>
<td>Sliced (Thickness 1/8th) (Parsnips, Turnips, Rutabaga, Carrots)</td>
<td>Oct</td>
<td>2500# Total</td>
<td>22lb or bin 600lb</td>
<td></td>
</tr>
<tr>
<td>Broccoli</td>
<td>Florets</td>
<td>Oct</td>
<td>1000#</td>
<td>14ct or 18lb</td>
<td></td>
</tr>
<tr>
<td>Cauliflower</td>
<td>Florets</td>
<td>Oct</td>
<td>1000#</td>
<td>50lb</td>
<td></td>
</tr>
<tr>
<td>Beets</td>
<td>Matchstick</td>
<td>Oct</td>
<td>1000#</td>
<td>25lb</td>
<td></td>
</tr>
<tr>
<td>Carrots</td>
<td>Sliced</td>
<td>Nov</td>
<td>1200#</td>
<td>50lb</td>
<td></td>
</tr>
<tr>
<td>Brussel Sprouts</td>
<td>Halves</td>
<td>Nov</td>
<td>1200#</td>
<td>12ct or 20lb</td>
<td></td>
</tr>
<tr>
<td>Winter Squash</td>
<td>1/2 inch diced</td>
<td>Nov</td>
<td>2500#</td>
<td>50lb or bin 700lbs</td>
<td></td>
</tr>
<tr>
<td>Butternut Squash</td>
<td>1/2 inch diced</td>
<td>Dec</td>
<td>6500#</td>
<td>50lb or bin 700lbs</td>
<td></td>
</tr>
<tr>
<td>Product Type</td>
<td>Description</td>
<td>Month</td>
<td>Quantity</td>
<td>Unit of Measure</td>
<td></td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------</td>
<td>-------</td>
<td>----------</td>
<td>-----------------</td>
<td></td>
</tr>
<tr>
<td>Red Potatoes</td>
<td>skin on 3/4” dice</td>
<td>Jan</td>
<td>6500#</td>
<td>50lb or bin</td>
<td></td>
</tr>
<tr>
<td>Fingerling Potatoes</td>
<td>Whole or Halves</td>
<td>Feb</td>
<td>6500#</td>
<td>50lb or bin</td>
<td></td>
</tr>
</tbody>
</table>

All products must be delivered with no additional fees, freight, or charges added to the delivered priced quoted. FOB: Deliveries to the Processor must be between must be scheduled at least one week prior. Deliveries must adhere to the Processors delivery standards.

### PART 4 – PROPOSAL FORM

#### 4.01 FUEL SURCHARGE
Fuel surcharges shall not be allowed for the duration of the contract.

#### 4.02 VALUE ADDED SERVICES
Distributor must answer completely the following questions and include the written responses with the Proposal.

- **Farm/Organization Name:**
  _______________________________________________________

- **Website (if you have one):**
  _______________________________________________________

- **Primary Contact Name and Title:**
  _______________________________________________________

- **Work Phone:** __________________________ *Cell Phone (if different):_______________________*

- **E-mail Address:** __________________________

- **Secondary Contact and Title:**
  _______________________________________________________

- **Work Phone:** __________________________ *Cell Phone (if different):_______________________*

- **E-mail Address:** __________________________

- **Physical Address of the Farm:**
  _______________________________________________________

- **Mailing Address (if different)**
  _______________________________________________________

- **Type of organization (circle one):**
  LLC  501c3  Other: __________________________

- **Projected acreage of fruit/vegetable production for the 2023 growing season:**
  __________________________

- **What is the farm/organization’s mission and/or growing philosophy?**
  _______________________________________________________


What type(s) of capacity/facilities does your farm have? Circle all that apply.

Greenhouse  Hoophouse  Cold Storage  Cool Storage (ie root cellar)
Indoor wash/pack facility  Outdoor wash/pack capacity  Mechanized harvest equipment

Does your farm fall under any of the following categories? Check all that apply.
- Farm owned/operated by beginning farmer(s) (within the past 5 years)
- Farm is family operation (more than one family member owns and/or works on the farm)
- Farm is within 200 miles of St. Paul
- Farm owner(s)/operator(s) are first- or second-generation immigrants
- Farm owned and/or operated by racial/ethnic minority farmer(s)

Does the farm have a written food safety plan?  
Yes   No

Does the farm keep logs or documentation of food safety related information?  
Yes   No

Are you willing to partner with the District on the following efforts?

i. Menu Core Philosophy
   ___Yes   _______No

ii. Environmental Preferred Purchasing Plan?
    Reference Pages 27-29 on EPP Guidelines
    ___Yes   _______No
Does the farm have any of the following: Circle all that apply:

- GAP Audit
- Food safety training (but no official GAP audit)
- Certified Naturally Grown
- Certified Organic
- Sustainable growing practices (but no certification)
- Other: ______________________________________________________________________________

Does the farm meet the Districts requirements for insurance? ______________________________________________________

Is a farm or farm representative interested in partnering with SPPS on the following activities?

- Farm Field Trips: Yes No
- Visits to Classrooms or Cafeteria: Yes No
- Appearances at Special Events: Yes No

Is there a minimum order requirement for delivery? If Yes, what is that minimum?

Yes _____ No _________ If yes ______________________

Do you have climate-controlled storing and shipping docks?

Yes _____ No _________

Are all of your delivery trucks climate-controlled?

Yes _____ No _________

Describe your return and credit policy and procedure.

List any schools or school districts you have sold to in the past:

<table>
<thead>
<tr>
<th>School Customer Name &amp; Address</th>
<th>Contact Person &amp; Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.)</td>
<td></td>
</tr>
<tr>
<td>2.)</td>
<td></td>
</tr>
<tr>
<td>3.)</td>
<td></td>
</tr>
</tbody>
</table>

Company’s DUNS number: ____________________________________________

If your company does not have a DUNS number, fill out the instructions for Certification Regarding Debarment Form that can be found on the Minnesota Department of Education’s website.

http://education.state.mn.us/MDE/index.html
4.03 DISTRICT SUPPORT
The Contract Farmer must provide a dedicated Sales Representative to work closely with the District Nutrition Services Office, Accounting Office, and all Schools & Departments within the District to assure continuity and success of the contract.

<table>
<thead>
<tr>
<th>Name</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sales Rep:</td>
<td></td>
</tr>
</tbody>
</table>

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PART 5 - ACCEPTANCE

1. The Farmer agrees to comply with all Federal, State and local laws, ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the company’s performance of the provisions of this agreement.

2. Hold harmless: The Farmer agrees to defend and hold the District harmless from any claims, demands, actions, or causes of actions arising out of any act or omission on the part of the company subcontractors, its agents, or employees in the performance of, or with relation to, any of the work or services provided to be performed or furnished by the Farmer under terms of this agreement.

3. State Sales and Use Tax Certificates of Exemption Form will be issued upon request.

4. Deliveries against the contract must be free of excise or transportation taxes except when such tax is part of a price and the District is not exempt from such review. Excise Tax Exemption Registration Number may be used when required.

5. The Farmer shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment in connection with farmer’s performance of work under this agreement. Farmer agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religion, creed, sex, national origin, or handicap.

6. Modifications, additions, or changes to the terms and conditions of this invitation to Proposal may be cause of reject of a Proposal. Farmers are requested to submit all Proposals on the District’s official forms. Proposals submitted on company forms may be rejected.

7. The Farmer agrees to retain all books, records, invoices, and/or quotations to substantiate initial item costs as quoted and other documents relative to this agreement for three (3) years after final payment or until audited by the District, whichever is sooner.

8. The District, its authorized agents, and/or state auditors shall have full access to the right to examine any of said materials during said period.

9. The Farmer certifies that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, supplies, or equipment and is, in all respects, fair and without collusion or fraud. The Farmer understands that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. The Farmer further agrees to abide by all conditions of this Proposal.

10. Prohibition against conflicts of interest, gratuities, and kickbacks. “Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to or from any person, partnership, firm, or corporation offering, submitting pricing for, or in open market seeking to make sales to the District shall be deemed guilty of a felony and upon conviction such person or persons shall be subject to punishment of a fine in accordance with state and/or federal laws”.

11. Insurance - Evidence of insurance must be filed with the District showing compliance with all insurance requirements.

12. The successful bidder must have a hazard analysis critical control point (HACCP) plan or food safety plan in place. The successful bidder must provide this to SPPS upon request.

13. In the event of a FDA recall, the vendor is required to contact Saint Paul Public Schools Nutrition Services (SPPS NS) within 24 hours of being notified of the recall. SPPS NS can be contracted by e-mailing joshua.turner@spps.org and...
NS@spps.org. In addition, the vendor is required to contact SPPS NS with a recall status update every 24 hours until the recall action plan is complete and the issue is resolved to the satisfaction of SPPS NS. If SPPS NS is notified of the recall through another source, a recall action plan is required from the vendor within 24 hours of notification. In addition, the vendor is required to contact SPPS NS with a recall status update every 24 hours until the recall action plan is complete and the issue is resolved to the satisfaction of SPPS NS.

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I, the undersigned, hereby certify that I am a duly authorized agent to submit this Proposal for consideration and acknowledge that all 15 total pages of the ITB document have been received and agree to the terms contained therein.

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

SIGNED: 

NAME: 

(print or type your name)

FARMER

NAME: 

ADDRESS: 

PHONE #: 

INCORPORATED IN STATE OF: 