



Learnings from the Lab: Sourcing Local Produce in Saint Paul, Minnesota

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THE PROBLEM: LOCAL SOURCING

Saint Paul Public Schools (SPPS) is well known for its leadership in changing kids' habits in the lunchroom by offering a colorful mix of fresh fruits and vegetables that appeal to its diverse student population.

For the past year, SPPS has been working with the School Food Learning Lab (SFLL) team to move toward more healthful, more local and more sustainably produced food purchasing and procurement practices. With a desire to improve the quality of foods served, SPPS had previously engaged in local produce purchasing during the harvest season. However, despite their attempts, these efforts had limited success beyond the initial offering of apples.

In discussions with SFLL, SPPS determined that one change it wanted to enact was to **purchase more locally grown fresh produce and to make its local sourcing more diversified and sustainable** – while staying within budget. SPPS was open to working with both current and new suppliers to source local produce that could be delivered to its central kitchen in minimally processed forms – e.g. chopped, sliced, and/or peeled.

WHAT HAPPENED NEXT?

Though the SFLL team did meet with new prospective suppliers, the most promising meetings were those involving the two produce suppliers with whom SPPS already had working relationships:

- The current suppliers were open to working with SPPS to source more locally.
- Both purchased directly from farmers and regularly bought as much local produce as possible.
- Both had a broad selection of local produce and supply products in forms SPPS can use.
- Both believed they could find local farmers to grow for SPPS and build long-term relationships based on pre-season planning for specific items, prices and volumes.

Representatives from SFLL also interviewed two Minnesota growers' associations as well as a larger local producer who sells through several sizes and types of outlets, as SPPS wanted to ensure that a wide range of producer interests were accurately represented in its efforts.

After gathering constructive feedback from community partners as well as potential suppliers on specifications, SPPS created a **Request for Proposal (RFP)** (see below) for sourcing fresh local produce.



The RFP:

- Defined “local” as *sourced within a 200-mile radius*, including the state of Minnesota and regions in Wisconsin, Iowa, and North Dakota.
- Listed 14 local produce items in specific minimally processed forms, desired delivery periods, estimated quantities, and pack sizes.
- Required information about farms where items were to be purchased, including name, location, product traceability, and safety measures.
- Required documentation of supplier subcontracts where applicable and prices paid to participating growers.
- Indicated SPPS’s preference for Food Alliance Certified when available.

THE OUTCOME

SPPS first issued the local produce RFP in the spring of 2009, but SPPS was dissatisfied with the initial offers and was not confident that the types of produce farmers supplied would be appropriate for the coming school year.

After reissuing the RFP in July 2009, SPPS chose one of its current vendors to supply local produce: in September and October, SPPS purchased **110,000 pounds of local produce at a cost of about \$76,000**. This figure represents about 56 percent of its produce purchase within that time period and includes **over 15 items sourced from six farmers within a 100-mile radius**.

The RFP’s definition of “local” appealed to both supplier and farmers, creating heightened interest in participation among both groups; both experienced increased sales due to participation in the program. Additionally, the supplier recruited farmers whom it had not worked with in the past, expanding market opportunities.

LESSONS LEARNED

- Ask your vendor to provide information about its products, including where they come from. So much knowledge can be gained from this relatively simple request.
- Menu planning and adjustment based on local produce availability information play an important role in expanding the local purchase.
- There is immense value in tracking your locally grown produce purchases. Though SPPS had been purchasing locally grown goods in previous years, it did not have exact numbers for effective comparison – you can’t fully measure the progress you make without a baseline.

Overall, the success was dependent on the strong relationships that already existed between SPPS and its supplier, the supplier’s connections with local producers, and the development of a local produce RFP. SFL’s co-learning approach enabled SPPS not only to gain knowledge and information, but also to take immediate actions to enact changes in local produce purchase.

**Saint Paul Public Schools
Purchasing Department
360 Colborne Street
St. Paul, MN 55102**

Phone #: 651-767-8287

Fax #: 651-293-5965

RFP A9338-E

**Locally Grown Fresh Fruits and Raw Vegetables
(200 mile radius from St Paul, including Wisconsin, Iowa and North
Dakota)**

Due by 2:00 PM, July 20, 2009

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

1.01 DEFINITIONS

The term "District" means Saint Paul Independent School District 625. The term "Vendor" means the person, firm, or corporation who is submitting this Proposal for consideration to furnish and deliver the specified merchandise.

1.02 INVITATION FOR PROPOSAL - PROPOSAL #A9338-E. Sealed Proposals will be received at the Purchasing Department of Saint Paul Independent School District 625, 360 Colborne Street, St. Paul, MN 55102 until 2:00 PM on July 20, 2009 for the furnishing and delivery of Locally Grown Fresh Fruits and Raw Vegetables to the District's Central Distribution Center, 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 in the mail or on the handling of mail by employees of the District. Whether the Proposal is sent by mail or by means of personal delivery, the Vendor assumes responsibility for having their Proposal clocked in on time at the place specified. Telephone amendments or faxed Proposals will not be accepted at any time.

1.03 PREPARATION OF PROPOSAL DOCUMENTS

- A. All Proposals must be typewritten or printed in ink and submitted on the forms provided.
- B. All Proposal envelopes must bear the inscription, **RFP A9338-E** and be addressed to:
Saint Paul Public Schools
Purchasing Department
360 Colborne St.
St. Paul, MN 55102
- C. Proposal pricing to include prepaid freight: F.O.B.: Destination-no freight allowed.
- D. No facsimile copies will be accepted.
- E. Proposal must be signed in longhand, executed by an agent authorized to enter into an agreement.

1.04 WITHDRAWAL OF VENDORS

A Proposal once delivered to the formal custody of the District may not be withdrawn until after the Proposals are opened and acknowledged; and no Proposal may be withdrawn for a period of forty-five days from the opening thereof. Once the District has received documents, all documents become the property of Saint Paul Independent School District 625. When documents are opened, they become public information and any restrictions put upon the District regarding the sharing of information or duplicating copies after opening will be grounds to reject the Proposal.

1.05 COLLUSION OF VENDORS

Collusion of Vendors is cause for rejection of Vendors involved.

1.06 INQUIRIES REGARDING PROPOSAL

All inquiries concerning this Proposal must be submitted in writing to the attention of Leona Eberhardt, Procurement Specialist, St. Paul Public Schools, Purchasing Department, 360 Colborne St., St. Paul, MN 55102.

Responses that include interpretations, classifications, modifications, and supplemental instructions in the form of written addenda 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 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will not be held.

1.08 PROPOSAL AWARD

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

- 1. Proposed Pricing
- 2. Vendor Performance – The general reputation and experience of the vendor in the industry. The District's evaluation of the Vendor's ability to service the School District's terms of its requirements as called for in the specifications. The District's knowledge and/or experience of the Vendor's past performance, including quality of merchandise offered.
- 3. The nature and extent of company data furnished with this Proposal or furnished upon request by the District at any time prior to Proposal award.
- 4. The financial responsibility of the Vendor.

5. Delivery – Vendor’s ability to meet delivery and stocking requirements, climate controlled trucks.
6. District’s assessment of any testing and/or prior evaluation, including pre-award audits and/or visits.
7. Written HACCP Plan.
8. References.

In evaluating Proposals, the District will consider whether or not the Proposals comply with prescribed requirements. A Vendor 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 Proposal in part or in whole to a single supplier or multiple suppliers or to reject any or all Proposals if it is in the best interest of the District to do so. The School Board reserves the right to reject any or all Proposals or parts of Proposals and to waive informalities in the Proposals.

1.09 QUALIFICATIONS OF VENDORS

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

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

Product Line: It must be clearly evident to the District that a Vendor is capable of delivering promptly all items on the Proposal list.

Capacity: A Vendor 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 Vendor must have a verifiable record of service, particularly with respect to delivering all items according to established ordering and delivery schedules at favorable prices. A distributor may be designated as unacceptable if the specifications are violated and/or poor communication exists between the seller and the District.

PART 2 - GENERAL SPECIFICATIONS

2.01 CONTRACT DESCRIPTION

This is a contract to provide locally grown fresh fruits and raw vegetables. Some items required are to be delivered in their original form; others are to be further processed into ready to use form, as described on the product requirement sheet of this proposal.

SPPS will require the following of successful bidders:

- For the purpose of the RFP, Locally Grown is defined as grown within a 200 mile radius from St Paul MN, including Iowa, Wisconsin and North Dakota. SPPS prefers Food Alliance-certified, locally grown products when available.
- Name and location of farms that respective items are purchased from one week prior to delivery.
- Distributor to establish written agreements in spring 2009 with selected grower(s) requiring them to produce agreed upon quantities at a fixed price for contract period.
- Product purchases and approximate dates are subject to change due to growing conditions and product availability.
- Distributor to report to SPPS net price grower will receive on a price per pound or price per case basis for product as purchased. This information will be required with completion of the RFP.
- Product to be labeled designating local source (grower, address of farm). Labeling system to be mutually agreeable between vendor and SPPS.
- Availability of product traceability documentation from grower (farm), to further processor to SPPS.
- Pricing to be based upon net price to grower, plus processing and delivery fee.
- Distributor and growers to provide documentation twice during the contract period to enable SPPS to audit and confirm net prices received by growers during the contract period.

- Distributor to identify any subcontractors that may be involved with obtaining product.
- Completed Food Safety affidavit.

2.02 ESTIMATED VALUE OF THE CONTRACT

The estimated value of this contract is approximately \$60,000.

2.03 CONTRACT PERIOD

The contract period for Locally Grown Fresh Fruits and Raw Vegetables will be in place from approximately September 1, 2009 – until supply is no longer available, approximately December 31, 2009.

2.04 CONTRACT PRICING

The price per unit must remain firm for the full contract period.

2.05 CONTRACT CANCELLATION

Unless otherwise stated, any contract entered into as a result of this Proposal 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.

2.06 VENDOR PERFORMANCE

For any District Order, if the Contract Vendor is unable to perform under the terms of the contract, the District reserves the right to cancel this contract

2.07 DELIVERY GUARANTEE

The Contract Vendor must guarantee a 98% fill rate for all orders. Contract vendor must notify Purchasing Analyst in advance of delivery, if unable to deliver items as ordered.

2.08 DELIVERY INSTRUCTIONS

The prices quoted shall be for delivery to the District’s warehouse. All shipments shall be delivered FOB: Destination – no freight allowed. Delivery shall be on an on needed basis, up to three times per week.

At receipt of delivery, product is to be inspected for acceptable quality, temperature and quantities verified against the invoice. SPPS reserves the right to refuse product due to unacceptable quality or temperature. Any delivery discrepancies are to be noted on the delivery invoice.

Product to be bulk packed either in bins or other mutually agreeable shipping container. Each bin or shipping container is to be labeled with items and quantities in the container.

Where appropriate, products shall be palletized on four-way food service type pallets, 40” x 48” with 60” maximum stack height. Pallets may be exchanged at time of delivery.

2.09 PAYMENT TERMS

The District will not accept payment terms of less than 35 days or discounted payment terms of less than 10 days from date of receipt. “Date of receipt” means the completed delivery of the goods, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

2.10 ASSIGNMENTS

The Vendor 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 Vendor 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 Vendor 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.

2.11 COMPLIANCE WITH LAWS

All items must comply with all applicable Local, State, and Federal laws pertaining thereof.

2.12 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).

2.13 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 1, Para. (J).

2.14 HACCP PLAN

The District expects a HACCP plan to be in place by potential Vendors and their manufacturers. Prior to awarding the proposal, the District may require documentation verifying that a written HACCP plan is followed.

PART 3 – INSTRUCTIONS FOR COMPLETING PROPOSAL FORM

Do you have a written HACCP Plan? Yes _____ No _____

Do you use climate-controlled trucks? Yes _____ No _____ Age of trucks _____

Do you have same day delivery capabilities for emergency orders? Yes _____ No _____

If yes, is there an additional delivery fee, if yes what is delivery fee _____

Please use an additional sheet to provide us with any additional information on any other services that you can provide.

PART 4 – OTHER INFORMATION

4.01 DISTRICT SUPPORT

The Contract Vendor must provide a dedicated Sales Representative to work closely with the Nutrition Services Department Office, to assure continuity and success of the contract. The Contract Vendor will also provide a Customer Service Representative, and an Accounts Receivable Representative dedicated to our District.

	<u>Name</u>	<u>Phone</u>
Sales Rep:	_____	_____
Customer Service:	_____	_____
Accounts Receivable:	_____	_____

4.02 REFERENCES

List three (3) customers with approximately the same volume as this contract including the customer name, address, phone number and contact person. List one (1) customer with approximately the same volume who has discontinued a contract with you in the last three (3) years. Include the same information as above and in addition list the rationale for canceling the contract. Attach additional sheets if necessary.

References Customer Name & Address	Contact Person & Phone Number
1.)	
2.)	
3.)	

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Customer Name & Address Contact Person & Phone Number (For a customer who has discontinued a contract)	Rationale for Canceling

List all the school districts that you have done business with.	Contact Name & Phone Number
Use a separate sheet for this list	

4.03 VENDOR HISTORY

Provide a brief description of company, including how long in business, type and number of customers and description of product lines.

4.04 PAYMENT DISCOUNT

Indicate your prompt discount, if offered: _____, Net 35

PART 5 - ACCEPTANCE

1. The Vendor 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 Vendor 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 Vendor 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 Vendor shall comply with applicable federal, state, and local laws and regulations pertaining to wages, hours, and conditions of employment in connection with contractor’s performance of work under this agreement. Vendor 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. Vendors are requested to submit all Proposals on the District’s official forms. Proposals submitted on company forms may be rejected.

- 7. The Vendor 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 Vendor understands that collusive bidding is a violation of federal law and can result in fines, prison sentences, and civil damage awards. The Vendor further agrees to abide by all conditions of this Proposal.

- 8. 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”.

SIGNED: _____

NAME: _____
(print or type your name)

VENDOR
NAME: _____

ADDRESS: _____

PHONE #: _____ FAX #: _____

INCORPORATED IN STATE OF: _____

The following documents must be submitted for a complete Proposal package:

- _____ Proposal Bond or Certified Check
- _____ Proposal Form –Part 4, all sections
- _____ Market Basket Evaluation Form
- _____ A list of all the District’s you have done business with – separate sheet
- _____ Signed Acceptance – Part 5

Fresh Fruit Vegetable Items and Delivery Dates

Item Description	Delivery periods - approximate	Quantity	Pack Size	Price
Sweet Corn Small, yellow or bi-color kernel, cleaned, husked, broken in half, packed 48 pieces per bag, approximate length of each piece to be 3 - 4 inches	week of September 8	500	bag	
	week of September 16	500	bag	
Carrot Coins Medium size carrots, cleaned, peeled, cut into 1/4" straight cut carrot coins, packed 5 # per bag. Carrot diameter not to exceed 1 - 1/2 inches.	September-09	1200	bag	
	October-09	1300	bag	
	November-09	1200	bag	
	December-09	1000	bag	
Cucumbers Medium size, cleaned, not peeled, cut into 1/4" straight cut slices, packed 5 # per tray	week of September 8	200	tray	
	week of September 14	200	tray	
	week of September 21	200	tray	
Potatoes, red medium size Medium size red potatoes, cleaned, diced into 3/4" dice, packed 5 # per bag	October-09	800	bag	
	November-09	800	bag	
	December-09	800	bag	
Watermelon Large oblong seedless watermelon, approximate weight of 15-18 pounds, melon, cleaned packed 2 - 4 melon per case	week of September 23	450	each	
	week of September 28	450	each	
Green Pepper Diced, 1/4 " packed 5 # per bag	week of September 8	30	bag	
	week of September 14	30	bag	
	week of September 21	30	bag	
	week of September 28	30	bag	

Yellow or White Onions Diced, 1/4" packed 5 # per bag	September-09	200	bag	
	October-09	200	bag	
	November-09	200	bag	
	December-09	200	bag	
Broccoli Broccoli Buds, cleaned, trimmed, packed 5 # per bag	September-09	200	bag	
	October-09	80	bag	
Cabbage Cabbage, green, shredded, possibly mixed with shredded iceberg lettuce, 30/70 ratio	September-09	1800	pounds	
	October-09	1800	pounds	
	November-09	1800	pounds	
Zucchini Zucchini Sticks, approximately 1/2" x 4", packed 5# per tray	September-09	60	tray	
Kohlrabi Kohlrabi sticks, approximately 1/2" x 4", packed 5 # per tray	September-09	120	tray	
Yellow Summer Squash Cleaned, not peeled, cut into 1/4" straight cut slices, packet 5 # per tray	September-09	120	tray	
Cantaloupe (musk melon) Medium size, packed 15 - 18/case	week of September 14	200	cases	
Butternut Squash Medium size, 6 - 8 " long, cut in half lengthwise, seeds removed, 8 pieces/bag	October-09	225	Bags	
	November-09	225	Bags	
	December-09	225	Bags	

Produce Items Products as Purchased by Processor

Item	Pack size as purchased	Net Price to Grower	Name of Grower	Does Grower have Food Alliance Certification?
Carrots				
Baby Red Potatoes				
Bi Color or Yellow Sweet Corn				
Cucumbers				
Green Peppers				
Broccoli				
Green Cabbage				
Butternut Squash				
Zucchini				
Kohlrabi				
Watermelon				
Cantaloupe				
Yellow Summer Squash				