Memorandum

To: Anoka-Hennepin School Board and Superintendent Carlson
From: John Koehler, Director of Finance
Date: 11/5/2013
Re: MSFBG Consultant Contract

Attached for your consideration and approval is the contract for a consultant to provide direct and daily support to the school districts participating in the Minnesota Schools Food Buying Group (MSFBG).

Due to the success of the program, there are increased needs and requirements for the consultant to manage communications and provide logistical support to the districts in the program. This contract is funded solely through the fees paid by the participating districts.

If you have any questions, please contact me at 763-506-1038.

Enclosure
CONSULTANT AGREEMENT
BETWEEN ANOKA-HENNEPIN ISD 11 AND HEIDI SPRINGMEYER

This agreement sets forth the terms and conditions upon which HEIDI SPRINGMEYER, 14239 Banyan Lane, Rosemount, MN 55068, hereafter referred to as the “Consultant” will contract with Anoka-Hennepin School District 11, 2727 North Ferry Street, Anoka, MN 55303, hereafter referred to as the “District” and all school districts with active joint purchasing agreements with the District, hereafter jointly referred to as “MSFBG” (Minnesota School Food Buying Group), that have entered or may enter into during the term of this agreement.

A. General Scope of Services

The services rendered by the Consultant will be as an independent contractor and not as an employee, agent, or legal representative of the District who will not withhold any federal or state payroll taxes from the amounts paid to the Consultant under this agreement and the Consultant agrees to pay all such taxes due on such amounts.

The Consultant’s obligations under this agreement do not prevent them from providing similar services to others. The Consultant expressly waives to the District any claim to copyright or ownership pertaining to all new materials, publications, and documents produced as a result of this agreement and agrees that the District shall have exclusive responsibility for their distribution, publication, copyrighting, if applicable, and all other matters relating to dissemination of the materials.

The Consultant will neither assign nor transfer any part of his interest in this agreement without the express written consent of the District.

The Consultant will perform the functions listed in the categories listed below:

1. Strategic Planning
   a. Maintain and demonstrate an active knowledge of governmental regulations affecting the child nutrition program.
   b. Maintain and demonstrate an active knowledge of state statutes affecting joint purchasing agreements and bid processes, including but not limited to MN Statutes 123B.52 and 471.345.
   c. Consult with Interflex, the company used by the District for electronic dissemination of the MSFBG bid, to create improvements and efficiencies in the bid and commitment processes.

2. Participating Districts
   a. Request and track receipt of updated district information and distributor release forms from participating districts. Update information in database, as needed.
   b. Consult with districts leaving MSFBG to obtain rationale for their decision to discontinue participation.
   c. Welcome new participating districts and provide them with information on the MSFBG contract.
d. Encourage participating districts to meet their commitments or to increase their commitments in upcoming years if velocity reports indicates a greater usage.

e. Respond in a timely manner to questions or concerns from participating districts regarding contract or item concerns.

f. Serve as liaison between participating districts and manufacturers and brokers regarding product concerns and contract issues.

g. Serve as liaison between participating districts and distributors regarding product concerns and contract issues.

3. **Voting Group**

   a. Work with the voting group and District staff to develop the annual MSFBG timeline and calendar.

   b. Seek additional voting group members if number falls below thirteen.

   c. Determine voting group evaluation teams based upon geographical locations and assign item categories to each team.

   d. Lead the meetings of the voting group. Prepare agenda, sign-in sheet, and minutes for each meeting. Disseminate minutes to voting group within one week of meeting.

   e. Facilitate discussion leading to a decision of the voting group, by consensus, to determine which items will be included on the bids to the manufacturers.

   f. Facilitate discussion regarding item specification development and revision. Verify that specifications are written in a clear, concise, and measurable manner. Ensure there are products available for the specifications written. Update specifications in Interflex.

4. **Distributors, Brokers, and Manufacturers**

   a. Verify distributor, broker, and manufacturer contact information is current, update database as needed.

   b. Address product or contract issues in a timely manner with distributors, brokers, and manufacturers.

   c. Obtain velocity reports from distributors three times per year to compare commitment quantities to actual usage by item for each participating district. Compile the data and share this information with the voting group.

   d. Lead the manufacturer/broker and distributor annual meetings. Prepare agenda and sign-in sheet for the meeting.

5. **Commitment Process**

   a. Facilitate commitment process by emailing participating districts revised specifications for MSFBG items for them to respond with their commitment quantities.

   b. Compile commitment quantities by item and enter the information into Interflex.

   c. Using information obtained through the commitment process facilitate discussion with the voting group to determine items to be included in the bid.

6. **Bid and Award Process**
a. Assist the District with preparation of bid documents, providing final review to the voting group prior to bid release.
b. Lead the pre-bid meeting. Prepare agenda and sign-in sheet for the meeting.
c. Assist the District with bid opening and tabulation, including but not limited to the following:
   i. Request nutritional information from manufacturers for items bid, if not included with bid documents. Follow up with manufacturer as needed to obtain this information. Save documents in individual files electronically in a format conducive for uploading to the MSFBG website and for voting group’s use during evaluation process.
   ii. Request letters from manufacturers stating the bid price to distributors for items they bid, if not included with bid documents. Follow up with manufacturer as needed to obtain this information. Save documents in individual files electronically in a format conducive for uploading to the MSFBG website and for voting group’s use during evaluation process.
   iii. Verify bid prices per case for all bid submissions, adding distributor fee per case, if necessary, for evaluation purposes.
   iv. Prepare spreadsheet of bid submissions, downloaded from Interflex website, for use by voting group during evaluation process. Create separate worksheets for each evaluation team of the voting group for those items they are responsible for evaluating.
   v. Facilitate discussion of voting group evaluation teams to determine bid awards. Document rationale for items not awarded. Provide final list of items to be awarded to the District to be submitted to the School Board for approval.
   vi. Publish awarded items on Interflex website and download final award information into Excel to be posted on the MSFBG website.
   vii. Upon District School Board approval, publish awarded items on Interflex website and communicate bid award information to participating districts, distributors, brokers, and manufacturers.

7. Program Promotion
   a. Recruit new and work to retain existing participating districts.
   b. Prepare informational brochures to be distributed at conferences.
   c. Prepare quarterly newsletters to be emailed to participating districts.
   d. Document bid prices for commonly purchased items to demonstrate savings as a result of combined volumes. Maintain historical cost comparison information by item.
   e. Develop tools to measure and share the success of the MSFBG program.
   f. Work with manufacturers and brokers to promote MSFBG products.

All promotional documents prepared by the Consultant must be reviewed and approved by the voting group prior to dissemination.
8. Meetings/Conferences
   a. Attend MASBO and MSNA conferences (booths and/or presentations) and annual 
      commodity show as determined by the voting group to promote MSFBG. 
      i. Set up and take down booth, make arrangements for handouts and other duties, as 
      needed. 
      ii. Prepare agenda, sign-in sheet, PowerPoint presentation and handouts for meeting 

9. Documentation
   In addition to maintaining documentation for all processes and procedures performed by the 
   Consultant, all files created or maintained by the Consultant must be provided to the District in 
   an electronic format, including but not limited to the following: 
   a. Participating district updated contact information and distributor release forms 
   b. Current contact information for distributors, brokers, and manufacturers 
   c. Agendas and minutes for voting group meetings 
   d. Revised item specifications 
   e. Agendas for pre-bid meeting 
   f. Agendas for distributor meeting 
   g. Promotional materials (brochures, newsletters, etc.) 
   h. Annual compiled commitment information by item and district 
   i. Historical comparison of bid price and committed and purchased quantities by item 

B. Agreement Period
   This agreement is effective upon approval by the District School Board and ends on June 30, 2014. 
   The District may renew this agreement annually upon agreement by both parties. 

C. Payment
   The District will pay the Consultant $4,166.66 monthly for the term of this agreement. Consulting 
   services performed during a month will be invoiced payable at the end of that month. Business 
   expenses and reimbursements may be requested but will only be paid with the approval of the 
   District. The Consultant will submit monthly vouchers for payment of allowable consultant fees and 
   expenses. 

D. Communications
   Any communications provided for in this agreement will be made in writing and sent to the 
   addresses set forth below by registered or certified mail, postage prepaid with return receipt 
   requested. All such notices shall be deemed to have been received on the earlier date of actual 
   receipt or the third business day after being mailed by United States registered or certified mail. 

E. Severability
   If any term or provision of the agreement or the application thereof to any person or circumstance 
   shall, to any extent or for any reason be invalid or unenforceable, the remainder of the agreement 
   and the applications of such term or provision to any person or circumstances other than those as to 
   which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and 
   provision of the agreement shall be valid and enforceable to the fullest extent permitted by law.
F. Amendments to Agreement
All provisions of the agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by all signatories to this agreement and attached to this agreement, to amend, add or delete any provision. The agreement may not be changed other than by an agreement in writing signed by all signatories hereto.

G. Entire Agreement
This agreement and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.

H. Governing Law
This agreement shall be construed and enforced in accordance with the laws of the State of Minnesota, excluding choice of law.

I. Termination of Contract
This contract may be terminated at the will of the District. Upon termination, the Consultant will return all documents pertaining to MSFBG to the District or the last payment will be held until received.

IN WITNESS WHEREOF, the Consultant, HEIDI SPRINGMEYER and the District, ANOKA-HENNEPIN ISD 11, have executed this agreement.

__________________________________________  ________________________________
Heidi Springmeyer, Consultant                  Michelle Vargas, Chief Financial Officer
                                              Anoka-Hennepin ISD 11

__________________________________________  ________________________________
Date                                          Date