



Duluth Public Schools ISD 709  
4316 Rice Lake Road, Suite 108  
Duluth, MN 55811

Dear Cathy,

We are submitting the following price quote to you for the 2023-2024 School year. Our Grade A products meet all local, State and Federal requirements for the lunch program.

All half-pint milks are subject to the attached Escalator Clause. All other products follow the monthly market change.

March 2023 Pricing

Chocolate Skim	ECO Half-Pint	\$0.346
Skim	ECO Half-Pint	\$0.333
1%	ECO Half-Pint	\$0.344

We appreciate your consideration of Kemps to supply your school with milk for the 2023-2024 School year.

Sincerely,

Kyle Punton  
General Manager  
Kemps - Good Comes Around.  
420 West Broadway Avenue  
Minneapolis, Minnesota  
612.723.5596

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**Jill Lofald, Board Chair**



### **Kemps General Information**

**Address:** Kemps LLC  
420 West Broadway Avenue,  
Minneapolis, MN 55411

**Key Bid Contact:** Kyle Punton  
General Manager  
612-723-5596  
Kyle.Punton@Kemps.com

**Payment Terms:** Payment is due by the 14 days after invoice date.

#### **Return Milk Policy:**

Kemps only takes back and gives credit for milk that is delivered with less than 10 days from expiration OR any milk that is deemed a manufacturer defect, damaged, or not sellable upon delivery. Please be cognizant of your next scheduled delivery, especially around break periods. The school is responsible for disposing of any milk that goes outdated.

#### **Renewed Bids:**

At the outset of each year a bid is renewed, Kemps reserves the right to make an annual price adjustment to cover any increases in operating costs. Price adjustments are related to fuel, labor, employee benefits, packaging, resin, etc.

We appreciate the consideration for your business and look forward to serving you in the 2023-2024 School Year.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411, an independent contractor, hereinafter called Contractor.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement.

**The terms and conditions of this Agreement are as follows:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Bid-1303 - Dairy per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws.

The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless the TIN is provided.

4. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

5. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items

at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**6. Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

**7. Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

**8. Indemnity and defense of the District.** Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

**9. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Simone Zurich, Exec. Dir. of Finance & Business Services, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Kemps LLC, 420 West Broadway Avenue, Minneapolis, MN 55411.

**10. Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

**11. Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

12. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1303 specifications.

15. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

16. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

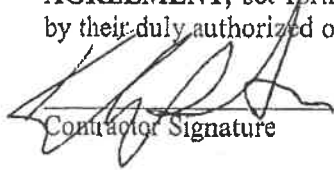
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



Contractor Signature

41-1336018  
SSN/Tax ID Number

4/19/23  
Date

Program Director

Date

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

Date