

# Food Service Agreement 2020-2021

This "Agreement" is entered into by the Cooperative Purchasing Connection (hereafter the "CPC"), a joint powers group of service cooperatives composed of School Food Authorities, and the \_\_\_\_\_ school district/School Food Authority (hereafter the "Eligible Member") for the 2020-2021 school year.

## **FOOD SERVICE PROGRAM**

Eligible Member elects to participate in the food service program(s). Products available under these bids are for use in the Eligible Member's Child Nutrition Program(s).

## **PURCHASE CATEGORIES AND COMMITMENT TO BUY**

The Eligible Member agrees to purchase an aggregate monthly total of not less than 75% of its food and supplies (excluding milk, fresh bread, small wares and ware wash) from Cash-Wa Food Distributing - Fargo Division (hereafter the "Prime Vendor").

## **ELIGIBLE MEMBER COMMITMENT TO PARTICIPATE**

Eligible Member agrees to participate in the activities of the selected purchasing programs managed by CPC, which includes responding to requests for information from CPC reporting any service, product, invoicing, or other problems which may arise between the Eligible Member and the Prime Vendor; consideration of serving on committees of Eligible Members which may be established by CPC from time to time, and/or providing input to such committees to facilitate the work of such committees; and participation in audits as requested by CPC.

## **EFFECTIVE DATE**

To be effective beginning July 1, 2020. After July 1, 2020, new members may join only as follows, per Prime Vendor approval: October 1, January 1, April 1, and July 1.

## **ELIGIBLE MEMBER RESPONSIBILITY**

Eligible Member acknowledges its responsibility to comply with all regulations of the United States Department of Agriculture (USDA) and the Minnesota Department of Education (MDE) which are applicable to School Food Authorities (SFAs) as defined in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) regulations including but not limited to retention of records. Eligible Member agrees to its schools' Code of Conduct as it relates to procurement. Eligible Members will be required to submit semi-annual and annual financial reports that reflect food expenditures.

## **COMPLIANCE BY SFA**

Each participating member will be required to provide CPC with a semi-annual and annual financial report indicating food service expenditures (less milk and fresh bread). These reports will be used by CPC to determine compliance with the Agreement and eligibility for a cooperative incentive.

## **COMPLIANCE BY CPC**

CPC, when conducting its business will comply with any and all applicable federal and state laws, rules and regulations related to the solicitation of projects and contracts by schools and area education units for the purpose of securing, purchasing, and delivering goods and services used by schools in the NSLP/SBP, and additionally, shall comply with any and applicable federal laws, rules and regulations issued or amended by the USDA related to the procurement of food, beverages and supplies for use in schools and related educational institutions.

## **CONTACT INFORMATION**

Eligible Member will be responsible for notifying CPC of any changes in personnel (i.e. Superintendent, Business Manager, and Food Service Director).

**TERMINATION**

Both Eligible Member and CPC have the option to terminate this Agreement prior to June 30, 2021, upon 60 days' advance written notice.

**SIGNATURES**

\_\_\_\_\_  
Name of Eligible Member/SFA ("School Name")

\_\_\_\_\_  
CPC Authorized Signature

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
CPC Date

\_\_\_\_\_  
Business Manager Signature

\_\_\_\_\_  
Food Service Director Signature

\_\_\_\_\_  
Date

Superintendent email address: \_\_\_\_\_

Business Manager email address: \_\_\_\_\_

Food Service Director email address: \_\_\_\_\_



**Business Office:**  
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