



ACTION REQUIRED!
Due Date: February 27, 2026

October 10, 2025

Re: Membership and Participation in the Region 10 ESC Multi-Region Purchasing Cooperative, SY 2026-2027

Dear Food Service Director Addressed:

Multi-Region Purchasing Cooperative (hereafter "R10MRPC") requires all Interlocal Agreements (hereafter "Agreement") to be approved by each Recipient Agency's (hereafter "RA") Board of Directors if applicable. Completed Agreements must be submitted with proof of Board approval or authorized signature. The Agreement encompasses membership roles, responsibilities, and bid participation for the agreement term. Region 10 Education Service Center is the "Coordinating Entity and Fiscal Agent" for R10MRPC.

This packet includes the Interlocal Agreement for RAs participating in the School Nutrition Programs that wish to purchase food service products or services through the R10MRPC formally procured and awarded bids. If the RA does not plan to purchase from any of the awarded bids, there is no need to complete this Interlocal Agreement.

The **Interlocal Agreement** (pages 3-11) is a "membership and participation" agreement that commences on July 1st and extends through June 30th of the following calendar year. By signing the Agreement, you agree to the General Provisions of Member Roles and Responsibilities with your bid participation selection(s) indicating your entity's purchasing commitment. Members must provide estimated quantities for each product planned for each bid category selected. This is done through a specialized software created by R10MRPC called "Maestro Forecasting."

The Multi-Region Purchasing Cooperative is fully self-funded through a Vendor Participation Fee. This fee is collected directly from the awarded vendors offering commercial products only. Fees are used to cover expenses related to the administration and operation of R10MRPC and the growth in services and benefits offered to our members. Studies indicate that school districts benefit through cooperative participation with considerable cost savings. While the purchasing power of the R10MRPC is significant, the costs of goods and services continue to rise annually. Studies prove that schools participating in a child nutrition purchasing cooperative receive better pricing and a higher selection of products with higher fill rates. Additional benefits of participating in the R10MRPC include training and technical support for child nutrition programs, compliant solicitations, and high-level customer service.

Thank you for considering participating in the SY 2026-2027 with R10MRPC. If you have any questions, please contact me.

Sincerely,

Keri Warnick
Program Coordinator
Keri.warnick@region10.org
972.348.1448

Enclosures

INTERLOCAL AGREEMENT

The following Interlocal Agreement (pages 3-11) is to be completed by all recipient agencies (RA) that wish to participate in Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC) and purchase from formally procured bids.

This Interlocal Agreement is a one-year agreement for the school year 2026-2027 (July 1, 2026, through June 30, 2027). If completed, a fully executed copy will be returned to the RA and kept on file with R10MRPC indefinitely.

Each RA wishing to purchase from any procured and awarded bid must complete and sign all required pages. Each RA is asked to consider which bids best fit their needs. R10MRPC requires members to forecast their product and/or service needs through R10MRPC's customized software before all bid renewals and new bids are released.

The fully completed and signed Interlocal Agreement must be approved by your school Board of Trustees or Authorized Representative and returned no later than February 28, 2026. Please note that Interlocal Agreements received after the due date or later after bids have been released may not be approved due to forecasting requirements and procurement regulations.

Please return pages 3-11 of the completed Agreement to:
Angela McCrary: angela.mccrary@region10.org

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY26-27: INTERLOCAL AGREEMENT

This Interlocal Agreement (hereafter the "Agreement") is entered into by and between the agencies shown below as contracting parties for a single-year term, per the section entitled "Membership Term" below. The Member Recipient Agency (RA) is responsible for paying vendors' invoices for goods and services purchased by the RA through the effective termination date. Region 10 ESC is the MRPC "Coordinating Entity and Fiscal Agent."

Contracting Parties

<u>Region 10 Education Service Center</u> Fiscal Agent/Coordinating Entity	<u>057-950</u> County District Number	
SMITHVILLE ISD	00034	
District/Recipient Agency Name (RA)	RA County District Number	RA ID (WBSCM Operation ID)

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi-Region Purchasing Cooperative (hereafter the "R10MRPC") organizes and administers the child nutrition cooperative purchasing and commodity processing program for RAs in Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of MRPC is to obtain substantial savings on food service items through volume purchasing. There is no fee to join R10MRPC.

MEMBERSHIP:

Membership is a single-year term in the R10MRPC. The R10MRPC offers a variety of formally procured bids utilizing the competitive requests for proposals (RFP) method to assist RAs with their fiscal budgetary needs. RAs may commit to any bid(s) that best fits their needs. Members' bid selection is a commitment to purchase from the R10MRPC awarded vendor(s). Before releasing any formal solicitation or bid renewal, members must provide estimated quantities/forecasts for each product they plan to purchase on each bid selected. Currently, the following formally procured bids are offered:

1. USDA Processed Foods
2. Full-Line Grocery Distributor (to include processed commodities)
3. Manufacturer Direct-to-District Delivery (commercial foods; approval required)
4. Small-wares
5. Kitchen Chemicals & Cleaning Products (products only)
6. Sanitation System & Safety Training (services)
7. Fresh Produce & Raw Meats
8. Fresh Bread
9. Milk Full-Service Delivery
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (container)
13. GDSN Connection Software

LIMITATION OF AGREEMENT:

The R10MRPC reviews this Agreement annually to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulations, R10MRPC will have 30 days to make all necessary updates and require that each participating RA sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the RA may terminate this agreement on 10 days' written notice to R10MRPC. Child Nutrition Federal Funds are governed by USDA and TDA regulations. EDGAR does not apply to child nutrition federal funds.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and the venue for any dispute resolution shall be in the county where the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation. Adding an RA may "materially change the existing contract(s)" and, thereby, require rebidding of said contract(s). Consequently, the RA may not be permitted to participate in those affected contracts to avoid rebidding and negatively impacting the membership in place at the time of the current contract(s) award. The membership of a new RA may become effective upon any new bids, rebids being awarded, new fiscal year, or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto concerning the matters covered by its terms, and it may not be modified in any manner without the express written consent of both Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the RA. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this Agreement effective upon written notification to the other party.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. The Executive Director of Region 10 ESC or his or her designee and authorized agent of the member district shall attempt to resolve any disputes that develop under this Agreement. If any dispute is unable to be resolved, both Parties agree to nonbinding mediation before either Party may resort to litigation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.

7. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, directors, officers, employees, and agents, because of its execution of this Agreement or the performance of the functions and obligations set forth herein.

8. All parts of this Agreement, when executed by both Parties, are binding upon the Parties, and may be changed only by written agreement executed by authorized representatives of the Parties.

9. Per USDA Federal Regulations and TDA Administrator's Reference Manual (ARM) Section 17, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for-profit cooperative". Per ARM Section 17, R10MRPC is required to return "unanticipated profits" to the member. This Agreement allows R10MRPC to deduct the cost of services from the collected vendor fees and pay any remaining amount to members regularly. The R10MRPC's "profit margin", for purposes of this Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees outlined in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received more than the profit margin ("unanticipated profit") will be distributed to the R10MRPC's participating members by the Fiscal Agent. R10MRPC is not permitted per state regulations to collect a profit from sales of processed commodities.

R10MRPC adheres to the following rebate system.

- A. R10MRPC will collect all Vendor Participation Fees quarterly.
- B. R10MRPC does not charge a Vendor Fee to any USDA commodity processor.
- C. R10MRPC will utilize a year-end revenue report that details each participating member's generated sales with each awarded vendor.
 - 1) R10MRPC applies an equal percentage of the operational cost to each RFP.
 - 2) Total overhead and expenses are calculated for each RFP based on shared percentage.
 - 3) Total collected revenue is calculated against shared operational costs for each RFP. Any RFP that does not generate enough revenue to cover the shared percentage of expenses is not eligible for a rebate.
 - 4) Any member purchasing USDA commodity foods through our awarded grocery distributor will receive a rebate of collected fees minus the shared expenses.
 - 5) Any member participating in bids that have an excess of fees collected beyond the shared expenses will receive a rebate.
 - 6) Rebate amounts are calculated in October once the Region 10 ESC books are closed.
 - 7) Rebate checks are mailed to each eligible participating member in late November or December. Checks include a letter with instructions about the rebate check and that it must be deposited into the child nutrition fund account.
 - 8) R10MRPC will send out an email notification to each food service director that includes the amount of their rebate.

10. This Agreement and any modification(s) may be executed in separate copies; however, the Agreement must be Board of Trustee approved and physically signed by both participating parties using a "physical signature." Electronic or typed signatures will not be accepted. This Agreement may be exchanged and/or transmitted electronically via fax or scanned email. Proof of Board approval acceptable to R10MRPC must be submitted along with a completed and signed Agreement.

Membership Term. This Agreement shall be for a one-year term unless sooner terminated per the provisions of this Agreement. The conditions outlined in this Agreement shall apply to this single-year term. The Agreement year for each purchasing cooperative program commences July 1st and will extend through June 30th of the following calendar year.

Membership Fees. No membership fee shall be directly charged to participating members of the R10MRPC.

The United States Department of Agriculture (USDA) does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration, direct operation, and growth in services or software programs offered by the Cooperative to the members that benefit their foodservice operation. RAs, even though they may incur these fees indirectly, pay no direct fee to R10MRPC for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate the Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. The R10MRPC and each RA represent and warrant, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter and perform the terms of this Agreement. Proof of Board approval through Board meeting notes is accepted. If your school does not have a Board of Directors, the authorized representative's signature is acceptable.

Cooperation and Access. Each party agrees to cooperate with any reasonable requests for information and records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal business hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days' written notice to the RA.

Primary and Secondary Contact. The RA agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the RA, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the RA. The RA reserves the right to change the designated contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actual receipt by R10MRPC.

Defense and Prosecution of Claims. The RA authorizes the Fiscal Agent, only concerning matters arising out of or contemplated by this Agreement: (1) to control the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The RA agrees that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the RA by the

counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the RA shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the RA designates the Fiscal Agent to function as a class representative on its behalf in matters arising from this Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent's Board of Trustees (hereinafter the "Board") per applicable law and regulations. Procurement processes and procedures are governed by applicable laws and regulations.

Limitations of Liability. The Fiscal Agent, its endorsers, and servicing contractors do not guarantee that the operation or use of R10MRPC services will be uninterrupted or error-free. The Fiscal Agent, its endorsers, and servicing contractors, disclaim all warranties, express or implied, regarding any information, product, or service furnished under this Agreement, including without limitation, any implied warranties of merchantability or fitness for a particular purpose. The Parties agree that regarding all causes of action arising out of or relating to this Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. The R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal (RFP) for the processing of selected USDA commodity foods donated by participating members. The R10MRPC, through the Fiscal Agent, is further granted the right to enter a Contract for Services with the commodity food processor(s) receiving the processing award(s) for agreed-upon processed end-products, to execute a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulations and guidance.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only.

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff with the time necessary for the efficient operation of the program.
3. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts using the Formal Procurement method of Requests for Proposals (RFP).
4. The R10MRPC shall follow the local, State, and Federal procurement guidelines as listed below:

- a. United States Department (USDA) Code of Federal Regulations (2 CFR) parts 200.318-200.327 and Appendix II, along with any other required CFR citations.
 - b. Texas Department of Agriculture's (TDA) Administrator's Reference Manual (ARM) Sections 16 and 17, 17a, 17b, and 17c.
 - c. Requiring Board of Directors' approval of all R10MRPC bid award recommendations.
 - d. Texas Education Code 44.031 relating to purchasing contracts.
 - e. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its RAs. EDGAR refers to and requires Child Nutrition Food Purchasing Cooperatives to adhere to USDA Federal Regulations located at 2 CFR 200.318-200.327.
 - f. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent's Business Office.
5. Send solicitations for the Further Processing of USDA foods to all companies found on the TDA "Approved List of Vendors" without limitations.
 6. Enter into a detailed agreement with distributors that distribute processed end-products containing USDA Foods including language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
 7. Do the following regarding USDA Foods:
 - a. Track and assist RAs with the management of their USDA Processed Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist RAs with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts, and credits.
 - c. Provide RAs with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products, and replacement recommendations.
 - d. Receive quantity requests from RAs for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - e. Provide a delivery schedule, on behalf of each RA, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each RA.
 8. The R10MRPC assumes no responsibility for failure of delivery by vendors, however, the R10MRPC will assist all RAs with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
 9. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
 10. Provide RAs with procedures for ordering, delivery, and billing.
 11. Mediate problems/concerns between vendors and RAs.
 12. Provide RAs access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the RA.
 13. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
 14. Act ethically always and in accordance with all federal, state, and local guidelines.
 15. Create an Advisory Committee to function as liaison between R10MRPC and the membership base if needed, communicate information received from TDA to R10MRPC as necessary, and review sample products to assist in the streamlining of offered bid awards and best products.

Role of the RA:

1. Commit to the General Provisions and Roles and Responsibilities of this Agreement by authorization of its governing body (School Board of Trustees or Authorized Person) and by execution by an approved foodservice employee in the appropriate spaces on page 11 (physical signature copy must be provided to R10MRPC promptly following execution).
2. Designate primary and secondary contacts.
3. Commit to purchasing from each selected bid on the Bid Participations Selection, page 10.
4. Provide an estimated quantity for each of the products planned for purchase using the required online software Maestro Forecasting or as requested by the Program Coordinator during any single-year term of Participation. A RA that does not forecast may place themselves at risk of not being allowed to purchase from the awarded vendor due to material change in contract value based on adding products.
5. Comply with all USDA and TDA regulations.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors per standard purchasing procedures.
8. Address product warranties and product qualities with the manufacturer.
9. Pay vendors' net amount due within agreed-upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the bids that the RA is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically always and in accordance with all Federal, State, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to adhere to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.
12. Attend R10MRPC meetings and training classes to stay informed of the cooperative processes and services offered. Training classes are specific to the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a participating RA in the R10MRPC.
13. Participate in a Member Advisory Committee when offered. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when a conflict or concern arises regarding R10MRPC if needed and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas, along with other tasks.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The RA shall access the Web Based Supply Chain Management (WBSCM) system on a regular basis to effectively manage USDA Foods entitlement, food requests, and allocations.
 - b. The RA shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 Foodservice, ProcessorLink, or other) on a regular basis; and report inventory issues to R10MRPC.
 - c. The RA shall conduct Sales Verifications of end-products sold through a distributor, t verification of rebates, discounts, and credits.
 - d. The RA shall maintain copies of the original Label from the product, carton; or a photograph of label as it appears on the original product carton if available.

BID PARTICIPATION SELECTIONS for SY 2026-2027

The following Bid Participation agreement, as an integrated part of the Agreement, is entered into by and between the District/RA, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. This agreement is a single-term agreement effective July 1, 2026, through June 30, 2027.

The R10MRPC formally procures competitive RFPs (Request for Proposals) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement and forecast all products planned for purchase when required if they wish to utilize the R10MRPC awarded bids during the term of this agreement.

To help the R10MRPC represent the most accurate information to potential bidders, ***please place a check mark to the left of each bid listed below from which you “plan” to purchase during the SY 2026-2027.*** Each RFP is explained on the next page to assist you in the best decision as to which bid(s) best fits your needs. The R10MRPC does not guarantee that any item will be purchased, however, members should seriously consider each selected bid as member forecasting of each product planned on each selected bid is required prior to the release of a new bid or renewal bid.

<input checked="" type="checkbox"/>	Full-Line Grocery, NOI/FFS Distributor
<input checked="" type="checkbox"/>	USDA Foods For Further Processing
<input checked="" type="checkbox"/>	Milk: Full-Service Delivery
<input checked="" type="checkbox"/>	Fresh Bread
<input checked="" type="checkbox"/>	Ice Cream Novelties
<input checked="" type="checkbox"/>	Beverages (container)
<input type="checkbox"/>	Manufacturer Direct-to-District (commercial foods) – requires MRPC approval

<input checked="" type="checkbox"/>	Chips & Snacks
<input checked="" type="checkbox"/>	Fresh Produce & Raw Meat
<input checked="" type="checkbox"/>	Small Wares
<input checked="" type="checkbox"/>	Kitchen Chemicals & Cleaning Supplies
<input checked="" type="checkbox"/>	Sanitation Systems & Safety Training
<input type="checkbox"/>	GDSN Connection Software
<input type="checkbox"/>	Kitchen Equipment Repair Services

Please provide us with your district's main address as listed on your website or in the directory:

SMITHVILLE ISD

District Name

Campus/Bldg. Name

901 NE 6TH ST

SMITHVILLE

TX 78957

Street Number & Name

City

State

Zip Code

