

Region VIII ESC
Foodservice Purchasing Cooperative
Interlocal Agreement

STATEMENT OF SERVICES OFFERED

The Region VIII Education Service Center (ESC VIII) has established and will administer a cooperative purchasing program for school foodservice. Authority for such services is granted by Section 11.32 of the Texas Education Code.

PURPOSE

The purpose of the Northeast Texas Foodservice Purchasing Cooperative (NETxFPC) is to reduce the cost of foodservice products to school districts, assist in budget control, increase product quality, improve upon the consistency of product quality, increase the availability of and improve the quality of service offered by foodservice distributors, and reduce the labor required for the competitive bid/proposal process.

TERM

The terms of this Interlocal Agreement will be for one school year upon the signing of NETxFPC Contract for Services for the 2007-2008 school year and subject to early renewal according to the established renewal procedures by ESC VIII.

RIGHT

Region VIII Education Service Center (ESC VIII) is granted the right to issue a cooperative bid/proposal for foodservice items included on the product specification sheets in quantities which reflect needs as supplied by the school districts initiating their foodservice bid/proposal through NETxFPC. ESC VIII is further granted the right to enter into a Contract for Services with the foodservice distributor(s) receiving the award(s) for specific foodservice items for a period of one year (July 15, 2007 - July 14, 2008), for purposes of executing a service agreement on behalf of participating school districts.

DUTIES/RESPONSIBILITIES

Region VIII Education Service Center (ESC VIII) is responsible for the following:

- ◆ Providing for the organizational and administrative structure of NETxFPC.
- ◆ Providing a list of specified items to participating school district for purposes of obtaining quantity requests.
- ◆ Receiving quantity requests from school districts and preparing appropriate tally of quantities to be purchased under contract.
- ◆ Developing and initiating a cooperative and competitive bid/proposal for school foodservice according to the competitive bid/proposal procedures for Texas public schools.
- ◆ Awarding and contracting specific foodservice items to and with foodservice distributors.
- ◆ Signing the NETxFPC Contract for Services.
- ◆ Providing participating school districts with copy of the bid/proposal award for individual foodservice items with their respective contracted foodservice distributor, including secured price and distributor's item number.
- ◆ Collecting documentation on awarded products as needed and making that information available to member school districts.

Each participating school district is responsible for the following:

- ◆ Signing the NETxFPC Interlocal Agreement.
- ◆ Abiding by the bylaws developed by the NETxFPC bylaws committee and approved by the NETxFPC advisory committee.
- ◆ Assigning authorization to the NETxFPC advisory committee for all issues related to bid awards, contracts, and funding of the project. There are no enrollment fees expected to be charge directly to members in the 2007-2008 school year pending availability of vendor participation fees.
- ◆ Notice of intent to terminate this agreement must be made in writing to ESC VIII by July I, 2007, for the upcoming bid/proposal period. Correct enrollment figures are important to obtaining the best product for the best price.
- ◆ Designating a contact person in the school district to the NETxFPC.
- ◆ Providing local purchasing estimates to the NETxFPC by the specified deadline for all items to be purchased under contract. The school district agrees to establish estimates with the intent to purchase said quantities.
- ◆ Serving meals according to a standardized cycle menu provided by ESC VIII and appropriate to the meal planning method used by the school district, OR providing a copy of the school district's own cycle menu to ESC VIII.
- ◆ Providing ordering and delivery schedule preferences by the specified deadline. Supply school calendars as necessary to coordinate deliveries.
- ◆ Participating in scheduled meetings of the advisory committee, including bid/proposal openings and/or awards.
- ◆ Reading the NETxFPC contract for Services and following procedures as established between ESC VIII and the contracted foodservice distributor in a timely manner for all items ordered and received as evidenced by a signed invoice,
- ◆ Seeking resolution of all problems regarding purchasing delivery, receiving, billing, etc. with the appropriate contracted foodservice distributor.
- ◆ Consulting ESC VIII regarding any chronic problems related to service, including billing and delivery issues, and product quality, so that an accurate vendor history may be established and maintained, or appropriate contract negotiations can be made.

SPECIAL NOTE ABOUT PARTICIPATION FEES:

Fees required for maintaining this project are solicited from vendors by the NETxFPC and secured upon contract with awarded vendors. In order to provide for open and free competition, those vendors offering services to the NETxFPC do have the option to decline to pay the fees. In such case, the fees will be billed back to the membership and WILL NOT exceed a dollar value equal to the following: \$350 + (October's ADA X \$.90).

ACCEPTANCE

The Region VIII Education Service Center (ESC VIII) and the below named school district enter into the above described agreement for cooperative foodservice purchasing whereby the school district may purchase from any or all of the following categories. Please designate categories of preferred enrollment by marking with "X". Once committed, a school district is responsible for using that supplier for school foodservice purchases throughout the school year.

Fruit Juice and Juice Beverages

General Foodservice, includes canned goods, dry goods, and fresh frozen and frozen prepared meats

Fluid Milk

Foodservice Paper/Plastic Products

Foodservice Small Equipment/Non-Expendable Items

Snack Foods

 Custodial Supplies/Equipment (for foodservice use)

SY 2007-2008

Name of Participating School District:

GILMER ISD _____

Superintendent's Name:

RICKEY D. ALBRITTON _____

Superintendent's Signature:

Date: