



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: _____

County/District Number: _____

General Provisions

This Interlocal Agreement is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Inter-local Cooperation Act, Chapter 791, Texas Government Code*. Agreement between TEXAS 20 Purchasing Cooperative and members choosing to participate in processing of USDA Foods and/or Commercial Purchasing:

TEXAS 20 Purchasing Cooperative and member agree on building an effective advisory group that can provide support to the TEXAS 20 Purchasing Cooperative team. Education Service Center Region 20, TEXAS 20 Purchasing Cooperative is a non-profit agency.

TEXAS 20 Purchasing Cooperative member agrees to comply with all requirements for receiving, handling, distributing, transporting, storing, and/or using USDA Processed Foods as provided in the TDA policy handbooks, and USDA regulations and instructions, including requirements relating to dry, chilled and frozen product received directly from USDA/TDA approved and TEXAS 20 Purchasing Cooperative awarded processors.

TEXAS 20 Purchasing Cooperative member agrees to effectively manage entitlement dedicated in TDA's electronic system to Commodity Processing and coordinate with the Co-op Coordinator the use of commodity processing balances on a timely basis.

TEXAS 20 Purchasing Cooperative member agrees on a regular basis, to track and manage USDA Foods processing inventory balances in processor's tracking system (e.g., K12, ProcessorLink, etc.); verify for accuracy end products sold through a distributor, including commodity value discounts and pounds used; verify processing option(s); delivery destination; and assigned distributor.

TEXAS 20 Purchasing Cooperative member agrees to verify receipt of end products delivered by the state contracted warehouse, awarded vendors, distributors and manufacturers, back door deliveries or directly to the direct to district warehouse to ensure:

1. End products received match delivery order form
2. End products received match bill of lading prior to signing delivery invoice
3. Damaged cases are not accepted; note damages on the bill of lading and return to driver
4. Report to processing co-op coordinator any issues and/or concerns with USDA Food processing and commercial purchasing products and services. TDA will be notified if applicable.

TEXAS 20 Purchasing Cooperative member agrees to communicate with the Co-op coordinator and USDA approved commodity processor regarding commodity pound transfers, within the co-op, to the same awarded processor. Members must provide justification when requesting to transfer pounds to a different processor through TEXAS 20 Purchasing Cooperative for evaluation to determine if notification meets requirement for TDA approval or denial.

TEXAS 20 Purchasing Cooperative member agrees to utilize processing pounds in a timely manner and comply with federal regulations to not exceed a six-month inventory supply.

TEXAS 20 Purchasing Cooperative and member ensure all initiated request for proposals follow the State and Federal procurement regulations and requirements, which include commodity processing and commercial purchasing.



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TEXAS 20 Purchasing Cooperative will provide members with procurement timeline schedule. Member agrees to meet all TEXAS 20 Purchasing Cooperative deadlines.

TEXAS 20 Purchasing Cooperative maintains procurement information, files and records for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines. TEXAS 20 Purchasing Cooperative website provides a source of communication and resources for members. TEXAS 20 Cooperative team provides technical assistance to maximize resources.

TEXAS 20 Purchasing Cooperative member agrees to provide TEXAS 20 Co-op team the description of items and accurate quantity projections to ensure solicitation integrity; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will conduct ongoing analysis of velocity reports comparing the estimated quantity provided to the distributor/vendor/manufacture to the actual quantity of product purchased; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative shall send request for proposal invitations to all approved USDA/TDA processors. Those processors submitting the RFP by opening deadline and having completed the processing agreements with TDA will be considered. The Co-op Coordinator will negotiate pricing to designate award/non-award processors.

TEXAS 20 Purchasing Cooperative shall enter awarded processing request into TDA’s electronic system (e.g. TX-UNPS, etc.) by required TDA deadline. When ordering for a new school year, TEXAS 20 Co-op member will project June carryover balance to avoid ordering excess pounds for the school year.

TEXAS 20 Purchasing Cooperative member- Direct Ship Schools only: Update TDA’s electronic system (e.g. TX-UNPS, etc.) with receipt information for end products delivered directly by awarded processors. (TDA designates the Direct Ship Schools that meet required guidelines.)

TEXAS 20 Purchasing Cooperative member agrees to submit in writing the request approval to use the Direct to District option. Schools that wish to receive end product deliveries by-passing their assigned commodity warehouse and/or their assigned distributor utilizing NOI, must obtain approval, known as “Direct to District”. The Direct to District option is approved by a co-op coordinator, not the State. The co-op coordinator will verify that a requesting school can meet minimum case drop loads from a processor and have a designated receiving area authorized to properly accept deliveries. If the co-op coordinator approves this option, then they, along with the school, accept the responsibility in verifying deliveries, reconciling drawdowns, resolving issues with shorts, overages, and damages, and any other issues that may arise directly with the processor. Direct to District deliveries do not require Inbound Shipments to be created into TDA’s electronic system (e.g. TX-UNPS, etc.).

TEXAS 20 Purchasing Cooperative member is expected to honor all contracts and is obligated to purchase the products and or services listed on the contract from the awarded contractor. The member cannot buy these items from another vendor unless the quantity described in the contract has been exhausted, or the contract has been legally terminated. When the quantity is exhausted or the contract has



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been legally terminated, the member must correctly procure the products and/or services through a new solicitation. Timely payments must be made to vendors who receive proposal awards.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School District or Public Entity

Education Service Center, Region 20

By _____
Authorized Signature

By _____
Authorized Signature

Title

Executive Director _____
Title

Date

Date

Contact Person

Telephone

Title of Contact Person

Email Address

Street Address

City, State ZIP