

AEA PURCHASING AGREEMENT 2023- 2024

This purchasing agreement ("Agreement") is entered into by AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the _____ School District/Customer (hereafter the "Eligible Member") located in Area Education Agency (hereafter the "AEA") _____ for the 2023-2024 school year.

SELECTION OF PROGRAMS

Eligible Member elects to participate in the program(s) checked below. Products available under these bids are for use in the Eligible Member's Child Nutrition Programs:

- A. AEA PURCHASING Food Bid _____ (Martin Bros.)
- B. AEA PURCHASING Small Wares Bid _____ (Rapids Wholesale)
- C. AEA PURCHASING Ware Wash Bid _____ (EMS Detergent - East Zone) (Martin Bros. - West Zone)

COMMITMENT TO BUY AND PARTICIPATE

The Eligible Member agrees to purchase an aggregate monthly total of 60% of its food and supplies (excluding USDA Foods, milk, bread, small wares and ware wash) from the vendor selected by AEA Purchasing ("Prime Vendor").

Eligible Member agrees to respond to requests for information from AEA Purchasing, reporting any service, product, invoicing, or other problems which may arise between the Eligible Member and any Prime Vendor. Also, to be willing to serve on, or provide input to, committees as established by AEA Purchasing from time to time.

EFFECTIVE DATE

To be effective beginning July 1, 2023, this Agreement must be signed no later than June 30, 2023.

PRIME VENDOR RESPONSIBILITIES TO ELIGIBLE MEMBERS:

- Provide product data information (i.e. nutrition specifications, child nutrition documentation)
- Establish bi-weekly (or otherwise agreed upon schedule) salesperson visits and truck deliveries
- Establish, in conjunction with AEA Purchasing, food shows and seminars
- Provide monthly and weekly price reports
- Invoice and directly deliver products
- Provide computer ordering and inventory system support

AEA PURCHASING ADMINISTRATIVE FEE

AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help to cover the expenses of running the program. At the conclusion of this Agreement, after expenses are paid, the balance is refunded to our Eligible Members on a pro rata basis. In school year 2021-2022 the amount sent back as a year-end food rebate was \$376,142.00. Eligible Member will return any such refund to the appropriate school meals account as required by the United States Department of Agriculture (USDA). Iowa's AEA, through the appointed representatives on the IAAEA Governing Board, will provide oversight and management for this program but no funding.

PAYMENT

Normal terms are net amount due in 30 days. (Net 30 days.)

Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices. These administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor.

PRICE LISTS AND PRICE CHANGES

AEA Purchasing will transmit monthly and weekly price lists to Eligible Members. Firm prices will prevail for one calendar month with the exception of weekly price changes for fresh meat, dairy products and produce.

MINIMUM ORDER AND DELIVERY

Orders may be placed with Prime Vendor at any time during the term of this Agreement. The minimum order requirements for one Eligible Member for delivery to one building will be \$500.00 for food. The Prime Vendor will deliver and unload goods directly to Eligible Members during normal operating hours or at other mutually agreed upon times. Schools that order under \$500 will incur a \$15 service fee. There will be no fuel surcharge. There will be no minimum delivery requirement for the month of May or the three weeks prior to Winter break.

ELIGIBLE MEMBER RESPONSIBILITY

Eligible Member acknowledges their responsibility to comply with any and all applicable regulations of the USDA Food and Nutrition Service Department and the Iowa Department of Education Bureau of Nutrition and Health Services, including but not limited to, the retention of records and nonprogram revenue requirements. Eligible Member agrees to adhere to all provisions of the Standards of Conduct adopted by AEA Purchasing.

COMPLIANCE BY AEA PURCHASING

AEA Purchasing will comply with any and all applicable federal and state regulations related to the procurement of goods and services for Iowa school districts and area education agencies.

TERMINATION

Both Eligible Member and AEA Purchasing have the option to terminate this Agreement prior to June 30, 2024 upon thirty (30) days advance written notice.

SIGNATURES

Eligible Member/School District

AEA Purchasing Signature

AEA Purchasing Foodservice Division

PHONE: 800-632-5918 x-1321

EMAIL: megan@aeapurchasing.org

Name of School District/Customer

AEA Purchasing

Signature

Date

Title

Date

School District Phone Number

*** AEA Purchasing has the ability to share this document electronically allowing for completion and e-signature by the authorized person/persons. If your school district is interested in completing this agreement electronically, please email administrative assistant Barb Adams at barb@aeapurchasing.org .*

Superintendent email address: _____

Business Manager email address: _____

Foodservice Director email address: _____