

Letter of Commitment 2018-2019

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 2018-2019 school year.

SELECTION OF PROGRAMS

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

- FOOD (To be awarded April 2, 2018)
- SMALL WARES (To be awarded May 1, 2018)
- WARE WASH (To be awarded May 1, 2018)

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 the awarded vendor(s) (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 any Prime Vendor; being willing to serve 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, 2018. After July 1, 2018, 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 North Dakota Department of Public Instruction (DPI) 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 may also be required to submit annual and/or quarterly financial reports that reflect food expenditures.

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.

TERMINATION

Both Eligible Member and CPC have the option to terminate this Agreement prior to June 30, 2019, upon 60 days' advance written notice.

SIGNATURES

Name of Eligible Member/School Food Authority

Authorized Signature

Superintendent Signature

Date

Business Manager Signature

Food Service Director Signature

Date

Superintendent email address: _____

Business Manager email address: _____

Food Service Director Email address: _____



Business Office:
Cooperative Purchasing Connection
1001 E. Mount Faith Avenue
Fergus Falls, MN 56537
888-739-3273
info@purchasingconnection.org



Focus Group Participation

Our school has committed to the food service program for 2018-2019. I am willing to participate in the food service focus group that will provide input on the product specification list, review and provide feedback on the draft of the RFP documents and participate in the first round of the evaluation and recommendation process.

Name:

Eligible Member/School Food Authority:

Title:

Email:

Phone Number:
