

Membership Agreement for Eastern South Dakota Food Buying Group

(ESDFBG)

This membership agreement, made and entered into this _____ day of _____, 2021, by and between the Brandon Valley School District, Brookings School District, Mitchell School District and the Yankton School District, hereinafter referred to as "Districts";

Whereas, there are mutual benefits from pooling purchasing power for food served in school Child Nutrition Programs which include lower cost, better quality and better service, and

Whereas, the Brandon Valley School District, Brookings School District, Mitchell School District and Yankton School District all share similar purchasing requirements for food products,

Therefore, the districts mutually establish the Eastern South Dakota Food Buying Group (ESDFBG).

Purpose:

The purpose of the ESDFBG is to reduce overall costs for food products through volume buying of agreed upon food categories while maintaining a high level of quality in products and supplier service through pooling quantities into one Request for Proposals (RFP) to vendors/distributors.

Process:

All federal and state procurement regulations will be followed. The member school districts will annually agree to the terms of this agreement. The Coordinating School District will coordinate the activities of the ESDFBG and will serve as the contact for vendor, press or other public forum communications for the ESDFBG. A RFP process will be utilized and will be available to all qualified distribution centers wishing to submit proposals. The ESDFBG will select the winning distributor for the group based on criteria established in the RFP.

Commitment:

The group selects a market basket mix of items along with Net off Invoice (NOI) items to be quoted through the RFP process. Member districts individually calculate their volume/usage for the next school year. Once a vendor/distributor is awarded a contract through the RFP process or a rollover agreement (up to four years), each member district is committed to and shall purchase its share of the volume included in the RFP. Each member district shall follow through on its individual purchasing commitment. This is done to ensure the integrity of the RFP with the brokers and manufacturers.

The ESDFBG will conduct usage reviews a minimum of two times per year to ensure that members are purchasing the items as specified in the RFP and are on target to meet their purchasing commitments.

A member district failing to fulfill its purchasing commitment is individually responsible for costs associated with that failure and that member district may lose its membership status in the ESDFBG by a majority vote of the other voting members.

RFP Process:

Each spring the members will evaluate and update the RFP to define the market basket and NOI items to be included. Proposals to add new items will be discussed among the members and if the majority of voting members agree, those items will be added to the new RFP.

The RFP will state the terms and conditions for deliveries and the ordering procedures.

Members/Participants Roles:

The Coordinating School District shall coordinate the activities of the ESDFBG and will serve as the contact for vendor, press or other public forum communications for the ESDFBG. Brookings School District will serve as the Coordinating School District. The Coordinating School District may be changed by a majority vote of the members.

Voting members will be school districts of enrollments of 2000 students or more. Each member District shall be entitled to one vote and will be expected to be active in the decision making process, attend group meetings, and help with special projects. In the event of any tie vote within the membership of ESDFBG, district seniority combined with individual director seniority as a member of ESDFBG, with consecutive years of membership considered only, will take precedence followed by the district enrollment.

There may also be non-voting buying participants within the ESDFBG admitted by a majority vote of the member districts. Each buying participant must commit to purchasing its identified quantity of food. A buying participant failing to fulfill its purchasing commitment is individually responsible for costs associated with its failure and may lose its participant status in the ESDFBG by a majority vote of the member districts.

A member or participating district wishing to exit the group agrees to fulfill its current school year obligation and notify the Coordinating School District by February 1st of its intent not to participate for the following school year.

The voting members reserve the right to deny, for any reason, participation to any applicant to become a buying participant.

Indemnification:

Each member District shall defend, indemnify and save harmless the other member Districts, from and against any and all claims, actions, suits, liabilities, judgments, losses, damages, costs, charges, attorney fees and other expenses incurred or suffered by said member District arising out of member District's failure to comply with its obligations under this agreement.

By signing below, I agree to abide by all membership requirements of the Eastern South Dakota Food Buying Group. Furthermore, I understand that although the buying group negotiates price with vendors, all business transactions occur between the Vendors and individual school districts in the buying group.

Board President (Print)

Date

Board President (Sign)

Date

Superintendent (Print)

Date

Superintendent (Sign)

Date