

Participation Agreement for Food Service Product and Distribution Solicitation

This Agreement is entered into by the Cooperative Purchasing Connection, a joint powers program of eight Minnesota service cooperatives and the North Dakota Educators Service Cooperative (herein CPC), and _____ School District/School Food Authority (herein Eligible Member), located at _____ (city, state).

CPC Responsibility: DISTRIBUTION OF FOOD AND SUPPLIES

CPC agrees to aggregate school food volume, write and perform a cooperative distribution solicitation (products, supplies, and delivery) for participating School Food Authorities (SFA's), and facilitate the negotiation of manufacturer/broker pricing on commonly used items using the collective buying power of participating schools. CPC will maintain communications with SFA's and Food Service Vendors to support an efficient and supportive school food procurement program throughout the year. CPC cannot guarantee a successful award for every participating SFA.

ELIGIBLE MEMBER RESPONSIBILITY

Eligible Member agrees to:

- Provide estimated volumes when requested.
- Commit to purchasing from the awarded primary distributor.
- Provide reports, invoices, and information when requested.
- Notify CPC of any personnel changes (Superintendent, Business Manager, and Food Service Director/Head Cook) as soon as possible.

Eligible Member acknowledges its responsibility to comply with all regulations of the United States Department of Agriculture (USDA) and its respective Department of Education/Public Instruction which apply to School Food Authorities (SFAs) as defined in 7 CFR 210, National School Lunch Program (NSLP), and 7 CFR 220, School Breakfast Program (SBP) regulations including but not limited to retention of records, a procurement Code of Conduct, and a Procurement Policy.

PARTICIPATION FEE

Eligible Members will pay an annual participation fee based on student enrollment. The following rates will be effective July 1, 2025:

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| • Districts with less than 200 students | \$200.00 |
| • Districts with less than 3,000 students (>200) | \$400.00 |
| • Districts with more than 3,000 students | \$750.00 |

Eligible Members will be invoiced after the successful completion of the solicitation and no earlier than July 1, 2025.

TERM

To be effective July 1, 2025, through the four year contract cycle June 30, 2029. After July 1, 2025, new Eligible Members may join with CPC approval. This agreement may be ended by either party with 60 days written notice.

COMPLIANCE BY CPC

When conducting its business, CPC will comply with all applicable federal and state laws, rules, and regulations related to the solicitation of products, supplies, and distribution. Additionally, CPC shall comply with any 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.

Eligible Member

**Cooperative Purchasing Connection
North Dakota Educators Service Cooperative**

Name of SFA/Eligible Member (District)

CPC/NDESC Authorized Signature

Authorized Signature

CPC/NDESC Date

Business Office:
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