

AEA PURCHASING AGREEMENT 2018 - 2019

This purchasing agreement ("Agreement") is entered into by the AEA Purchasing, an entity formed by a 28E Agreement filed on or about February 7, 2011 and the Cedar Falls Community School District/Customer (hereafter the "Eligible Member") located in Area Education Agency (hereafter the "AEA") Central Rivers 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:

- A. AEA PURCHASING Food Bid _____X_____ (Martin Brothers)
- B. AEA PURCHASING Small Wares Bid _____X_____ (Rapids Whole Sale)
- C. AEA PURCHASING Ware Wash Bid _____X_____ (EMS Detergent-Northeast Southeast Service Zone) (Martin Brothers-Northwest Southwest Service Zone)

PURCHASE CATEGORIES AND COMMITMENT TO BUY

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

ELIBIBLE MEMBER COMMITMENT TO PARTICIPATE

Eligible Member agrees to participate in the activities of the selected purchasing programs operated by the AEA Purchasing, which includes responding to requests for information from the AEA Purchasing 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 the AEA Purchasing 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 the AEA Purchasing.

EFFECTIVE DATE

To be effective beginning July 1, 2018, this Agreement must be signed no later than June 30, 2018. After June 30, 2018, new members may join only as follows: **their membership will be effective January 1 of the following year if they sign this Agreement before December 31**, their membership will be effective July 1 of the same year if they sign this Agreement by June 30.

PRIME VENDOR RESPONSIBILTIES

The Prime Vendor has agreed to perform the following functions:

The Prime Vendor will provide any product data information which will include nutrition fact labels, CN label information and any manufacturer's statements.

Provide sales people to visit all Eligible Members bi-weekly and establish a schedule for regular salesperson visits and truck deliveries to AEA Purchasing's Eligible Members in Iowa.

Establish, in conjunction with AEA Purchasing, a schedule for product shows, seminars and marketing events in all aspects of food service. Prime Vendor and AEA Purchasing or its Eligible Members will jointly provide staff to plan and carry out these events.

Submit monthly sales volume reports to the AEA Purchasing in the form or forms requested by AEA Purchasing.

Submit to Eligible Members and AEA Purchasing monthly and weekly product lists with current pricing expressed in dollars and cents. Product areas with monthly price changes are dry grocery goods, frozen

items, frozen pizza, frozen potatoes, paper/plastic products and chemicals. Product areas with weekly price changes are fresh meat, dairy products and fresh produce.

Invoice and deliver products directly to Eligible Members.

Assist those Eligible Members that wish to use the Prime Vendor computer ordering and inventory system. Provide information and help Eligible Members participate in the DF – Diverted Foods USDA program.

AEA PURCHASING ADMINISTRATIVE FEE

The AEA Purchasing administers a \$.50 per case and a \$.10 per broken case amount to help cover the expenses of running the program.

After expenses are paid, the balance is refunded to our Eligible Members. In school year 2016-2017 the amount sent back as a year-end food rebate was \$204,437.00

Iowa's AEA (through the appointed representatives on the AEA Purchasing board) will provide oversight and management to this program but no funding.

ORDERING AND BILLING

Eligible Members may place their individual orders with Prime Vendor at any time during the term of this Agreement.

All invoices for payment shall be sent directly to the Eligible Member ordering under the terms and conditions of this Agreement. The Eligible Member will make payment directly to the Prime Vendor.

TERMS

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

PAYMENT

All invoices for payment shall be sent directly to Eligible Member ordering under the terms and conditions of the agreement between the Prime Vendor and the AEA Purchasing. Eligible Member will remit payment directly to Prime Vendor. Eligible Member will pay applicable administrative fees included on its invoices, which administrative fees will be paid to AEA Purchasing by Prime Vendor pursuant to the agreement between AEA Purchasing and Prime Vendor. AEA Purchasing will refund to Eligible Member on a pro rata basis any excess of administrative fees, after AEA Purchasing determines allowable costs pursuant to USDA regulations at the conclusion of this Agreement. Eligible Member will return any such refund to the appropriate school meals account as required by USDA regulations.

PRICE LISTS AND PRICE CHANGES

The AEA Purchasing will transmit monthly price lists to all Eligible Members on or about the first day of each month. Price lists shall be transmitted weekly for weekly priced items, and monthly for monthly priced items.

Firm prices will prevail for one calendar month with the exception of fresh meat, dairy products and fresh produce. Prices on fresh meat, dairy products and fresh produce will be for one week at a time.

MINIMUM ORDER AND DELIVERY

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 the Eligible Members during the normal operating hours or at other mutually agreed times. Schools that order under \$500 order will still get the same AEA Purchasing prices but will incur a \$15 service fee. There will be no fuel surcharge.

SALES REPRESENTATION/MARKETING

Prime Vendor has agreed to provide sales people to visit all Eligible Members on a bi-weekly basis, along with providing support from their telemarketing staff. Prime Vendor has agreed to sponsor product shows and other educational seminars in the Midwest for Eligible Member personnel at no charge.

ELIGIBLE MEMBER RESPONSIBILITY

Eligible Member acknowledges its responsibility to comply with all regulations of the United States Department of Agriculture ("USDA") and the Iowa Department of Education ("DE") which are applicable to School Food Authorities (SFA's) as defined in the National School Lunch Program regulations (NSLP),

including but not limited to retention of records. Eligible Member agrees to adhere to all provisions of the Code of Conduct adopted by the AEA Purchasing which are applicable to Eligible Members.

NO RESALE

Eligible Member will not resell to any other organization or individual the products purchased by Eligible Member from a Prime Vendor pursuant to an agreement between the Prime Vendor and the AEA Purchasing..

COMPLIANCE BY AEA PURCHASING

The AEA Purchasing will at all times when conducting its business comply with any and all applicable federal and state laws, rules, and regulations related to the bidding of projects and contracts by Iowa school districts and area education agencies for the purpose of securing, purchasing and delivering goods and services used by school districts in Iowa, including, but not limited to, food, beverages, and supplies used in the National School Lunch Program, 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 the AEA Purchasing have the option to terminate this Agreement prior to June 30, 2019 upon thirty (30) days’ advance written notice.

SIGNATURES

Eligible Member/School District

AEA Purchasing Signature

AEA Purchasing Foodservice Division
1521 Technology Parkway, Cedar Falls IA 50613
FAX: 319-273-8282
PHONE: 319-268-7725
EMAIL: dan@aeapurchasing.org

Cedar Falls Community School District
Name of School District/Customer

AEA Purchasing Director Signature

Signature

Date

Board President

Date

319-277-0614
Fax Number

Superintendent email address: andy.pattee@cfschools.org

Business Manager email address: doug.nefzger@cfschools.org

Foodservice Director email address: vicky.ecker@cfschools.org